

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
 X Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: February 11, 2004 (B of T) Date: February 19, 2004

TITLE: PC 04-04: 19W416 & 312 E. 18th Street

SUBMITTED BY: Department of Community Development *DL/WTL*

BACKGROUND/POLICY IMPLICATIONS:

Your Plan Commission transmits for your consideration a petition requesting that the Village of Lombard take the following actions to allow for a single family detached residential development on the subject property:

1. Ordinance approving an Annexation Agreement; (2/3 of Corporate Authorities Vote Required)
2. Ordinance annexation the property into the Village of Lombard;
3. Ordinance approving a map amendment rezoning the property from the R1 to the R2 Single Family Residence District;
4. Ordinance approving a conditional use for a planned development, with the following lot deviations:
 - a. For Lot 6, reduce the minimum lot width from sixty (60) feet to approximately forty-five (45) feet;
 - b. For Lot 7, reduce the minimum lot width from sixty (60) feet to forty-three and one-half (43.5) feet;
 - c. For Lot 8, reduce the minimum lot width from sixty (60) feet to forty-two and one-half (42.5) feet;
 - d. For Lot 9, reduce the minimum lot width from sixty (60) feet to forty-nine and one-half (49.5) feet;
 - e. For Lot 13, reduce the minimum lot area from seventy-five hundred (7,500) square feet to seventy-three hundred eighty-two (7,382) square feet; (this item has been withdrawn by the petitioner) and
5. Approve a preliminary plat of subdivision for the subject property.

(UNINCORPORATED)

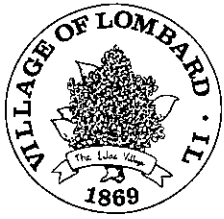
The Plan Commission recommended approval of this petition with conditions.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X <i>William T. Lichter</i>	Date <i>2/12/04</i>

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



ML
3/18/04

MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development DH/wll

DATE: March 18, 2004

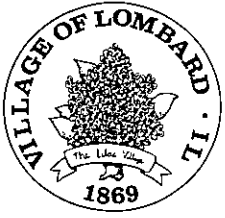
SUBJECT: PC 04-04: 19W416 and 312 E. 18th Street (Regency Estates Subdivision) – Request for Additional Continuance

At the February 19, 2004 Village Board meeting, the Board tabled consideration of all actions associated with PC 04-04. Staff met with the petitioner today relative to the proposed subdivision to address outstanding stormwater detention, wetland and site design issues that have recently been uncovered. In order to give the petitioner and the Board adequate time to address these issues and to present the Board with a further modification to the concept plans, the petitioner and staff request that the Board continue the petition to the April 1, 2004 meeting.


As part of the April 1, 2004 Board packet, staff will incorporate the modified site plans with a companion staff review and will provide draft copies of all Ordinances and documents for Board consideration.

RECOMMENDATION

Staff recommends that the Board continue the petition to the April 1, 2004 meeting.



MEMO TO : The Honorable President
and Board of Trustees

FROM : William T. Lichter 
Village Manager

DATE : March 8, 2004

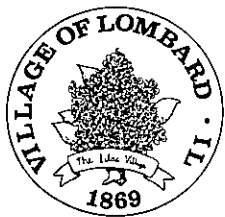
SUBJECT : **Agenda Item(s) Previously Distributed**

ITEMS FOR SEPARATE ACTION

030890 – PC 04-04: 19W416 & 312 E. 18th Street (4 Ordinances on First Reading)
(Continued from March 18th)

This information was previously distributed in your packet for the March 4th Village Board meeting. If you need an additional copy of the information, please contact Carol.

/cb



MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development *DH/WH*

DATE: February 19, 2004

SUBJECT: PC 04-04: 19W416 and 312 E. 18th Street (Regency Estates Subdivision)

Attached please find the following items for Village Board consideration as part of the February 19, 2004 Village Board meeting:

1. Plan Commission referral letter;
2. IDRC report for PC 04-04;
3. A draft Ordinance granting approval of an annexation agreement for the subject property (the draft agreement is attached to the draft Ordinance).
4. A draft Ordinance granting approval of the annexation of the subject property.
5. A draft Ordinance granting approval of a map amendment rezoning the property from the R1 to the R2 District.
6. A draft Ordinance granting approval of a conditional use for a planned development with deviations for lot width, subject to conditions.
7. Plans associated with the petition.

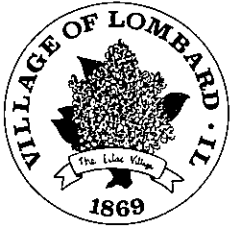
As you will find in the referral letter and draft Ordinance, the Plan Commission recommends that a solid fence be placed along the west property line and landscape planting be placed along the north and east property lines. After the public hearing with the Plan Commission was held, the petitioner met with staff, the Trustee of the District to discuss the buffering issue in greater detail. In lieu of providing the landscaping as proposed, the petitioner is requesting that an alternate screening plan be approved. Specifically, the petitioner is requesting that the Village Board allow him to install snow/construction fencing along the north, west and east perimeter of the subject property to prevent or minimize damage to the existing vegetation located along the perimeter of the subject property. The fencing would be located at least fifteen (15) off of the property line and shall remain in place until such time that all construction has been completed on the lot in which the fencing is erected. Additionally, he would provide additional landscaping, consisting of at least one tree every forty (40)

feet along the north, west and east property lines with any deciduous trees being of at least a 2 ½ inch caliper and any coniferous trees being at least six (6) feet in height.

An alternate draft Ordinance granting approval of a conditional use for a planned development with deviations for lot width, but with revisions to the landscape conditions of approval is also attached should the Board choose to adopt this amended language. For ease of reference, the proposed changes are shown as underline or strikeout.

One item staff would like to note to the Village Board pertains to Section 15 of the Annexation Agreement pertaining to Special Assessments. The proposed three-year provision that the Village agrees to hold off on establishing any special assessments for the Subject Property is being requested so that the Developer is aware of the full development costs associated with the project. As the developer is obligated to complete all requisite public improvements for the new cul-de-sac and is obligated to fully improve sections of 18th Street east of Stewart Avenue, staff does not foresee any problems with this provision.

H:\cd\worduser\pccases\2004\04-04\wtl referral memo.doc



VILLAGE OF LOMBARD

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Lombard, Illinois 60148
630/620-5700 FAX: 630/620-8222
TDD: 630/620-5812
www.villageoflombard.org

February 19, 2004

Village President
William J. Mueller

Mr. William J. Mueller,
Village President, and
Board of Trustees
Village of Lombard

Trustees

Joan DeStephano, Dist. 1
Richard J. Tross, Dist. 2
Karen S. Koenig, Dist. 3
Steven D. Sebby, Dist. 4
Kenneth M. Florey, Dist. 5
Rick Soderstrom, Dist. 6

Village Manager
William T. Lichter

Subject: PC 04-04; 19W416 and 312 E. 18th Street (Regency Estates Subdivision)

Dear President and Trustees:

Your Plan Commission transmits for your consideration its recommendation regarding the above-referenced petition. The petitioner, Freedom Development Company, requests that the Village take the following actions on the subject property:

1. Approval of an Annexation Agreement;
2. Annexation to the Village of Lombard;
3. Approval of a map amendment rezoning the property from the R1 to the R2 Single Family Residence District;
4. Approval of a conditional use for a planned development, with the following lot deviations:
 - a. For Lot 6, reduce the minimum lot width from sixty (60) feet to approximately forty-five (45) feet;
 - b. For Lot 7, reduce the minimum lot width from sixty (60) feet to approximately forty-three and one-half (43.5) feet;
 - c. For Lot 8, reduce the minimum lot width from sixty (60) feet to forty-two and one-half (42.5) feet;
 - d. For Lot 9, reduce the minimum lot width from sixty (60) feet to forty-nine and one-half (49.5) feet;
 - e. For Lot 13, reduce the minimum lot area from seventy-five hundred (7,500) square feet to seventy-three hundred eighty-two (7,382) square feet (*the petitioner's revised site plan has removed the need for this relief*); and
5. Approve a preliminary plat of subdivision for the subject property.

"Our shared *Vision* for Lombard is a community of excellence exemplified by its government working together with residents and business to create a distinctive sense of spirit and an outstanding quality of life."

"The *Mission* of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."

February 19, 2004

PC 04-04

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After due notice and as required by law, the Plan Commission conducted a public hearing for this petition on January 26, 2004. Joe Altenhoff of Arc Design Resources, engineer for the project, presented the petition. He noted that they have reviewed this project in detail with staff over past few weeks and agree to the conditions of approval in the report. There is a matter they would like to discuss further regarding the detention facility. The site is unique as it is an infill of vacant property and the goal and objective is to develop the site as single family residential. They will be meeting several ordinances with condition of approval - one of which is the Stormwater Management Ordinance. He described the concept which they are using and mentioned the retaining walls which meet hydraulic requirements. The location of the facility does avoid wetland impacts and stays outside of the buffer area. They are seeking a compact footprint due to the other requirements of the development. Runoff from the development will be routed through a storm sewer system or through swales to the detention basin. They are meeting all existing grades.

He mentioned the meeting they had with staff anticipating some comments they have relative to the design of the detention basins. They raised a concern about safety. One of the conditions added to the staff report is that along 18th Street the detention facility would be setback 13 feet from the right of way line and those areas be sloped. The slope now is adjacent to Regency Court and 18th Street instead. The retaining walls along the north and west property will be stepped. In the step, they will provide ornamental grasses and the bottom will be grass. Landscaping will also occur along the perimeter.

They do not anticipate much traffic, so they propose to start the slope five feet from the edge of the sidewalk and go 3:1. He displayed a diagram showing the change. He mentioned the proposed wrought iron fence and where they were located. He concluded that they accepted the conditions and asked them to consider the current design for approval so they can move forward with the project.

Chairperson Ryan then opened the meeting for public comment.

John Wittert, 33 E. 17th Place, stated that he is one of the property owners that border the project. He is concerned about drainage in the back of the lots. He met with staff who explained the swale, the drainage, and how it would flow. He is now concerned about the tree line on the north and east side of the project. Their lots are about ten feet lower than the existing land. If you put in swales and knock out trees, those new property owners will be looking down upon them and into their second story windows. He would like to see a vegetation screen to maintain privacy and provide relief from the development itself.

Jim Dallas, 400 East 18th Street, asked about the detention pond. His concern is how much water will be retained and wondered about mosquitoes and geese. He was confused about the fence. He questioned how much of a setback from his property will they allow before they put this design in. He would like the details and also about the vegetation screen.

Mary Papevnick, 19W470 18th Street, stated that they own the property to the west of the site. Their property is along the entire west border of project and they have lived there since 1977. She mentioned the development around them and wondered about the screening with the five homes that will be built to their side.

Responding to questions, Mr. Altenhoff, stated that they are maintaining the vegetation buffer on north and east side of property where possible. They intend to pick up drainage in a swale and they would put it in underground utilities. It is possible that they could stay away from that property line as much as possible. The retaining wall is away from the property line and they are flexible to increase that as much as possible. They have not done a detailed tree survey and they could take a closer look at that.

Regarding drainage to the property to the east – there is no setback requirement to the property line in a residential district for retaining walls. It will be six inches off the property line with the fence. There would be two steps of retaining walls and there would be no encroachment on the adjacent property from a construction perspective and this will function as a dry detention basin. If there were an overflow, it would go the north into the existing wetland area. Regarding screening to the west, there are no specific provisions to provide additional vegetation screening against the property to the west.

Chairperson Ryan then requested the staff report.

William Heniff, Senior Planner, reiterated the requested actions and summarized the project. He referenced the IDRC comments and noted that the detention basin should be set back from both public rights-of-way. The east side of the detention basin should have a 4-foot high board-on-board cedar fence installed along the entire length of the property line for the safety of the adjacent property owner.

The Village's Comprehensive Plan identifies this area as the Southeast Unincorporated Area and recommends Estate Residential uses, which suggests a density of approximately 4 units per acre. The petitioner's site plan proposes 13 units on 4 gross acres, which calculates to about 3.25 units per acre. The petitioner's average lot size is approximately 9,500 square feet, which computes to 4.58 net units per acre. In consideration of these densities and considering that inclusion of a 0.25 acre detention facility, staff believes that the proposed land use and density complies with the recommended land use as stated in the Comprehensive Plan.

The proposed single-family subdivision is compatible with the existing single-family residences surrounding the site. The subdivision is being designed in a similar manner as the adjacent Highland Estates (Providence) planned development, Engelsina Estates, and other single-family residential lots in the area. Excluding the roadway and the detention outlot, the average lot size for the Regency Estates Subdivision is approximately 9,550 square feet, with a range of 7,829 square feet to 12,415 square feet for the largest lot. For comparison purposes, the Providence Subdivision has an average lot size of 9,800 with lot ranges of 7,500 square feet to 16,162 square feet. In review of the proposed plat, staff notes that the largest lots are the lots that abut the

Providence Subdivision and are located at the north end of the subdivision. As such, staff believes the design of the subdivision is compatible with the adjacent residential properties.

The petitioner requests a rezoning (map amendment) for the subject property. The proposed rezoning from R1 to R2 Single-Family Residence District is in compliance with the Comprehensive Plan and is supported by the submitted Standards for Map Amendments.

In order to address the site-specific constraints of the property, the petitioner is requesting conditional use approval for a planned development for the subject property. Planned developments have been approved for other major single-family developments in the community in the recent past (e.g., Providence, Providence Oaks and Providence Glen) as these developments presented unique redevelopment challenges. Within this request, the petitioner is requesting a deviation in the minimum lot width for Lots 6 through 9. In review of the proposed lot layout, staff finds that this request can be supported only in the context of reviewing the particulars of the request. The four lots are pie-shaped and located at the back of the proposed cul-de-sac. The Zoning Ordinance defines lot width as being the narrowest point within the 30 feet immediately back of the required front yard setback. As such these lots, as proposed, do not meet the minimum lot requirement. However, in review of the overall lot width of the proposed properties, the average lot width would far exceed code requirements. To mitigate this request, the petitioner is proposing to increase the front yard setbacks to a point that would only allow for development at a location in which would provide for ample open space around the structures. Staff finds this to be a creative and acceptable approach to this issue and can support the request.

The petitioner has stated that he will attempt to preserve as many as possible around the perimeter of the site. The petitioner will be required to provide parkway trees at a minimum of 40 feet in length along 18th Street (including around the detention outlot) and within the cul-de-sac street.

The proposed development is classified as a major development, and as such, full public improvements will be required. Additionally, the developer will fully improve the remainder of the 18th Street right of way from the subject property to Stewart Avenue per the Village's specifications.

He stated that Lot 14 is to be used for detention purposes. While the proposed engineering would meet the provisions of the Subdivision and Development Ordinance, staff does have concerns regarding the overall layout of the facility. The facility is proposed with four retaining walls, with the highest wall being seven feet in height. The petitioner is proposing to soften their appearance by providing additional terracing and face treatments.

Staff has reservations regarding the proposed design. As noted in the IDRC comments, the location of the facility in close proximity to two public streets creates a potential safety issue. Additionally, from an aesthetic standpoint, staff believes such facilities can detract from the overall development. Trustees have raised this concern to staff as it pertained to other similarly approved and constructed facilities in the community. Staff suggests as an alternative that both

Lots 13 and 14 be reserved for stormwater detention purposes. He concluded that staff supports the petition subject to the conditions noted in the report.

Chairperson Ryan opened the public hearing for discussion and questions by the Plan Commission.

Commissioner Flint said his concern is with the detention facility, even with the change in the plan. Mr. Heniff noted that staff is looking for improvements as outlined in the recommendation - a sloped detention facility while keeping retaining walls to a minimum and be used as an open space amenity.

Commissioner Flint said the overall plan is good. He likes the layout of the road and the site but supports staff's recommendation to combining the two lots and wondered if the developer can do it economically.

Commissioner Sweetser echoed those comments. She indicated she is always concerned about the economic viability of a project, but is concerned about the seven-foot drop. She asked what the depth of the detention pond was if both lots were used. Mr. Heniff stated that the depth would be close to what it is now, but you would have gradual slopes.

Commissioner Sweetser asked about the wetland as indicated on their drawings and the intrusion on Lot 13. She asked about the swale and how it would go along the screening that was discussed on the east side. Mr. Heniff noted that the wetland is outside of the petitioner's property. The wetland buffer area is of specific concern and is reviewed by DuPage County.

Commissioner Sweetser asked what the swale will look like, where would it go and what would it do. Mr. Heniff said the concept plan would be a gradual swale around the perimeter of the site. Staff and the developer will work out with the County the best way to channel the water along the east property line by a flow into the wetland area or redirected so as not to add more water into the wetland area. This is an issue DuPage County will have to review.

Commissioner Sweetser noted that fencing along the western lot line would prevent people from crossing onto other private property.

Commissioner Olbrysh stated that the petitioner mentioned the detention pond and the compact area. Looking at it, the entire area is compact. He noted the lot dimensions and agreed with staff with having the detention on both lots 13 and 14. He is concerned about the minimum lot width reduction for lots 7, 8 and 9. He feels it's too much on a small space.

Commissioner Sweetser asked about the implications of the lot width relief. Mr. Heniff said that the increased lot area and setback would offset the lot width provision.

Commissioner Zorn said that it thought it looked tight. She is very concerned about the line of trees on west side of property.

Commissioner Flint does not have a problem with the lot width but with the detention issue.

Commissioner Olbrysh noted that on lots 7-9, because of the pie shape and width, the homes would be pushed farther back. Mr. Heniff noted that the petitioner has also modified the building setback line for those lots as well. Commissioner Olbrysh questioned how much space would be across. It was clarified that the houses would be placed where there is at least 60 feet across.

Commissioner Sweetser asked about the eastern boundary and the swale. She wondered if the ten-foot differential would still be in effect as far as elevations are concerned. She would like vegetation screening along the eastern line and she questioned the options. Mr. Heniff said if there was a desire, they could look at preservation or requiring new landscape materials to provide a screening element.

Chairperson Ryan said he is concerned about safety issues for the detention area. He liked the idea of using lots 13 and 14 for detention pond and to provide for a gradual slope.

Commissioner Sweetser asked if the fencing would still be required if they gradually slope the pond. Mr. Heniff said that would be a subject to further review as part of final engineering.

After due consideration of the petition and the testimony presented, the Plan Commission found that the petition complies with the standards required by the Lombard Zoning Ordinance. Therefore, the Plan Commission, by a roll call vote of 5-0, recommended to the Corporate Authorities **approval** of the petition associated with PC 04-04 subject to the following conditions as amended:

1. The site shall be developed in substantial compliance with the submitted Final Plat of Subdivision prepared by Arc Design Resources, Inc., dated January 21, 2004.
2. Final Engineering shall be approved prior to consideration of the Final Plat of Subdivision by the Board of Trustees.
3. That the front yard building setbacks for Lots 6 through 9 of the proposed subdivision shall be as depicted as part of the petitioner's preliminary plat submittal.
4. That in order to provide of appropriately graded slopes for the proposed detention facility, Lots 13 and 14 be reserved for open space and detention purposes. The proposed detention facility shall be graded with at least three sides with not less than 3:1 slopes and shall be subject to the review and approval of the Director of Community Development.
5. That the petitioner shall fully improve 18th Street from the eastern end of the subject property to Stewart Avenue, consistent with the petitioner's submittal and the provisions of the annexation agreement for the subject property.

February 19, 2004

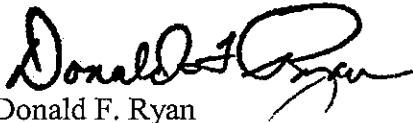
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6. That the petitioner shall provide a solid 6-foot board-on-board fence along the western property line of the subject property.
7. That the petitioner shall provide a vegetation screen along the north and east property lines of the subject property.

Respectfully,

VILLAGE OF LOMBARD



Donald F. Ryan
Lombard Plan Commission

att-

c. Petitioner
Lombard Plan Commission

Property Owner in Interest: Antonio Rendina
173 Saddlebrook Drive
Oak Brook, IL 60523
Lombard, IL 60148

(full details associated with property ownership interest provided for as part of the submittal packet)

PROPERTY INFORMATION

Existing Land Use: Single Family Residences (proposed to be demolished)

Size of Property: Approximately 4.00 acres

Comprehensive Plan: Estate Residential

Existing Zoning: R3 Single-Family Residence District (DuPage County)

Surrounding Zoning and Land Use:

North: R2 PD Single-Family Residence District Planned Development; developed as Single-Family Residences (Providence Subdivision)

South: B3 PD Community Commercial District Planned Development; developed as Offices (St. Regis/Anvan Office Planned Development)

East: R2 Planned Development Single-Family Residence District; developed as Single-Family Residences and a detention/wetland outlot (Providence Subdivision)

West: Property located in unincorporated DuPage County zoned R3 Single Family Residence District; developed as a Single-Family Residence.

ANALYSIS

SUBMITTALS

This report is based on the following documentation that is on file with the Department of Community Development:

1. Petition for Public Hearing, signature dated December 23, 2003, with attachments.

2. Responses to Standards.
3. Preliminary Plat of Subdivision; prepared by Arc Design Resources, Inc., and amended January 21, 2004.
4. Engineering Plan packets, including general notes, existing vegetation/tree removal plan, and site plan detail sheets, prepared by Arc Design Resources, dated December 26, 2003, with an amended site plan dated January 21, 2004.

DESCRIPTION

The subject property is generally located on the north side of 18th Street between Stewart and LaLonde Avenues. The developer, Freedom Development Corporation, is proposing a subdivision with thirteen (13) single-family, detached residential lots on approximately 4.00 acres. This petition includes requests for annexation, approval of a Preliminary Plat of Subdivision, zoning to the R2 Single-Family Residence District, planned development approval with lot width deviation to Lots 6 through 9.

It should be noted that this petition would be accompanied by an Annexation/Development Agreement that is subject to a public hearing conducted by the Board of Trustees. Upon receiving a recommendation from the Plan Commission, a public hearing will be scheduled for the consideration by the Village Board of Trustees.

INTER-DEPARTMENTAL REVIEW COMMENTS

PUBLIC WORKS

The Public Works Department, Utilities Division has reviewed the proposal and does not object to the petition. However, they will offer additional comments upon submittal of building permits. The Engineering Division notes the following:

1. 6" watermain should be 8" minimum.
2. Check the standard for sanitary sewer material under pavement.
3. Village standard id for 6" sanitary service, not 4".
4. Verify size and destination of storm sewer on final plans.

PRIVATE ENGINEERING

From an engineering or construction perspective, the Private Engineering Services Division offers the following comments:

1. A detention basin should be set back from both public rights-of-way by 13.5 feet, according to 605 ILCS 5/115.1 and the proposed excavation depth of seven feet. The Village, as the public authority over both rights-of-way could waive this set-back but staff recommends that the set-back be enforced due to safety and liability concerns.
2. The 18th Street right-of-way shall be fully improved with pavement, curb & gutter, parkway trees, sidewalk on the north side and streetlights between Stewart Avenue and LaLonde Avenue.
3. The cul-de-sac shall be fully improved per Code.
4. The east side of the detention basin should have a 4-foot high board-on-board cedar fence installed along the entire length of the property line for the safety of the adjacent property owner. No fence should be required if the wall is revised to an earthen slope. The neighboring property owner should be able to waive the fence requirement, if so preferred.

FIRE AND BUILDING

The Bureau of Inspectional Services has reviewed the plans and offers the following comments:

- The street width should be the minimum required for Fire Department emergency vehicle access, especially with cars parked on either or both sides of the street.
- Cul-de-sac radius and diameter should accommodate any of the Fire Department's emergency vehicles to allow them proper space for operating and turning around.
- Fire hydrants should be located accordingly on either side of the street and at the end of the cul-de-sac.

PLANNING

Compatibility with the Comprehensive Plan

The Village's Comprehensive Plan identifies this area as the Southeast Unincorporated Area and recommends Estate Residential uses, which suggests a density of approximately 4 units per acre. The petitioner's site plan proposes 13 units on 4 gross acres, which calculates to about 3.25 units per acre. The petitioner's average lot size is approximately 9,500 square feet, which computes to 4.58 net units per acre. In consideration of these densities and considering that inclusion of a 0.25 acre detention facility, staff believes that the proposed land use and density complies with the recommended land use as stated in the Comprehensive Plan. Further discussion regarding the overall number of buildable lots will be discussed later in the report.

Compatibility with Surrounding Land Uses

The proposed single-family subdivision is compatible with the existing single family residences surrounding the site. The subdivision is being designed in a similar manner as the adjacent Highland Estates (Providence) planned development, Engelsina Estates, and other single-family

residential lots in the area. Excluding the roadway and the detention outlot, the average lot size for the Regency Estates Subdivision is approximately 9,550 square feet, with a range of 7,829 square feet to 12,415 square feet for the largest lot. For comparison purposes, the Providence Subdivision has an average lot size of 9,800 with lot ranges of 7,500 square feet to 16,162 square feet. In review of the proposed plat, staff notes that the largest lots are the lots that abut the Providence Subdivision and are located at the north end of the subdivision. As such, staff believes the design of the subdivision is compatible with the adjacent residential properties.

Compliance with the Zoning Ordinance

The petitioner requests a rezoning (map amendment) for the subject property. The proposed rezoning from R1 to R2 Single-Family Residence District is in compliance with the Comprehensive Land Use Plan as described above, and is supported by the submitted Standards for Map Amendments. The rezoning is intended to make the lots in this proposed subdivision consistent with the zoning in the adjacent Providence Subdivision.

Planned Development Request

In order to address the site-specific constraints of the property, the petitioner is requesting conditional use approval for a planned development for the subject property. Planned developments have been approved for other major single-family developments in the community in the recent past (e.g., Providence, Providence Oaks and Providence Glen) as these developments presented unique redevelopment challenges. Staff believes the proposed development also poses similar challenges.

Within this request, the petitioner is requesting a deviation in the minimum lot width for Lots 6 through 9. In review of the proposed lot layout, staff finds that this request can be supported only in the context of reviewing the particulars of the request. The four lots are pie-shaped and located at the back of the proposed cul-de-sac. The Zoning Ordinance defines lot width as being the narrowest point within the 30 feet immediately back of the required front yard setback. As such these lots, as proposed, do not meet the minimum lot requirement. However, in review of the overall lot width of the proposed properties, the average lot width would far exceed code requirements. To mitigate this request, the petitioner is proposing to increase the front yard setbacks to a point that would only allow for development at a location in which would provide for ample open space around the structures. Staff finds this to be a creative and acceptable approach to this issue and can support the request.

Landscaping

The proposed development will make it difficult to preserve most of the existing trees on the site. Therefore, staff does not recommend a tree preservation requirement as part of the plan approval. However, the petitioner has stated that he will attempt to preserve as many as possible around the perimeter of the site. The petitioner will be required to provide parkway trees at a minimum of 40 feet in length along 18th Street (including around the detention outlot) and within the cul-de-sac street.

Subdivision and Development Ordinance

The proposed development is classified as a major development, and as such, full public improvements will be required. Additionally, the developer will fully improve the remainder of the 18th Street right of way from the subject property to Stewart Avenue per the Village's specifications.

Staff notes that the proposed development conceptually meets the provisions of the Ordinance. However, staff notes the following issues for consideration:

18th Court

The petitioner's plan tentatively named the proposed street as 18th Court. Staff was not supportive of naming a north/south street with a variation on an east-west street name. As an alternate, the petitioner is proposing "Regent Court". Staff will review the proposed street name with the Fire Department.

Detention Facility

The petitioner is proposing that Lot 14 is to be used for detention purposes. While the proposed engineering would meet the provisions of the Subdivision and Development Ordinance, staff does have concerns regarding the overall layout of the facility. The facility is proposed with four retaining walls – one on each proposed side. The highest wall will be seven feet in height. The petitioner is proposing to soften their appearance by providing additional terracing and face treatments.

Staff has reservations regarding the proposed design. As noted in the IDRC comments, the location of the facility in close proximity to two public streets creates a potential safety issue. Additionally, from an aesthetic standpoint, staff believes such facilities can detract from the overall development. Trustees have raised this concern to staff as it pertained to other similarly approved and constructed facilities in the community. Staff suggests as an alternative that both Lots 13 and 14 be reserved for stormwater detention purposes.

FINDINGS AND RECOMMENDATIONS

The Department of Community Development has determined that the proposed amended single-family subdivision is compatible with the surrounding land uses and the Village's Comprehensive Plan. Furthermore, that the petition meets the standards expressed in the Zoning and Subdivision and Development Ordinances.

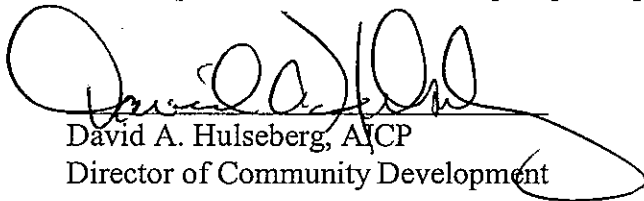
Based on the above considerations, the Inter-Departmental Review Committee recommends that the Plan Commission make the following motion recommending **approval** of this petition subject to the conditions as outlined.

Based on the submitted petition and the testimony presented, the proposed Plat of Subdivision and variations, comply with the standards required by the Lombard Zoning

Ordinance and the Lombard Subdivision and Development Ordinance; and, therefore, I move that the Plan Commission recommend to the Corporate Authorities **approval** of PC 04-04, subject to the following conditions:

1. The site shall be developed in substantial compliance with the submitted Final Plat of Subdivision prepared by Arc Design Resources, Inc., dated January 21, 2004.
2. Final Engineering shall be approved prior to consideration of the Final Plat of Subdivision by the Board of Trustees.
3. That the front yard building setbacks for Lots 6 through 9 of the proposed subdivision shall be as depicted as part of the petitioner's preliminary plat submittal.
4. That in order to provide of appropriately graded slopes for the proposed detention facility, Lots 13 and 14 be reserved for open space and detention purposes. The proposed detention facility shall be graded with at least three sides with not less than 3:1 slopes and shall be subject to the review and approval of the Director of Community Development.
5. That the petitioner shall fully improve 18th Street from the eastern end of the subject property to Stewart Avenue, consistent with the petitioner's submittal and the provisions of the annexation agreement for the subject property.

Inter-Departmental Review Group Report Approved By:

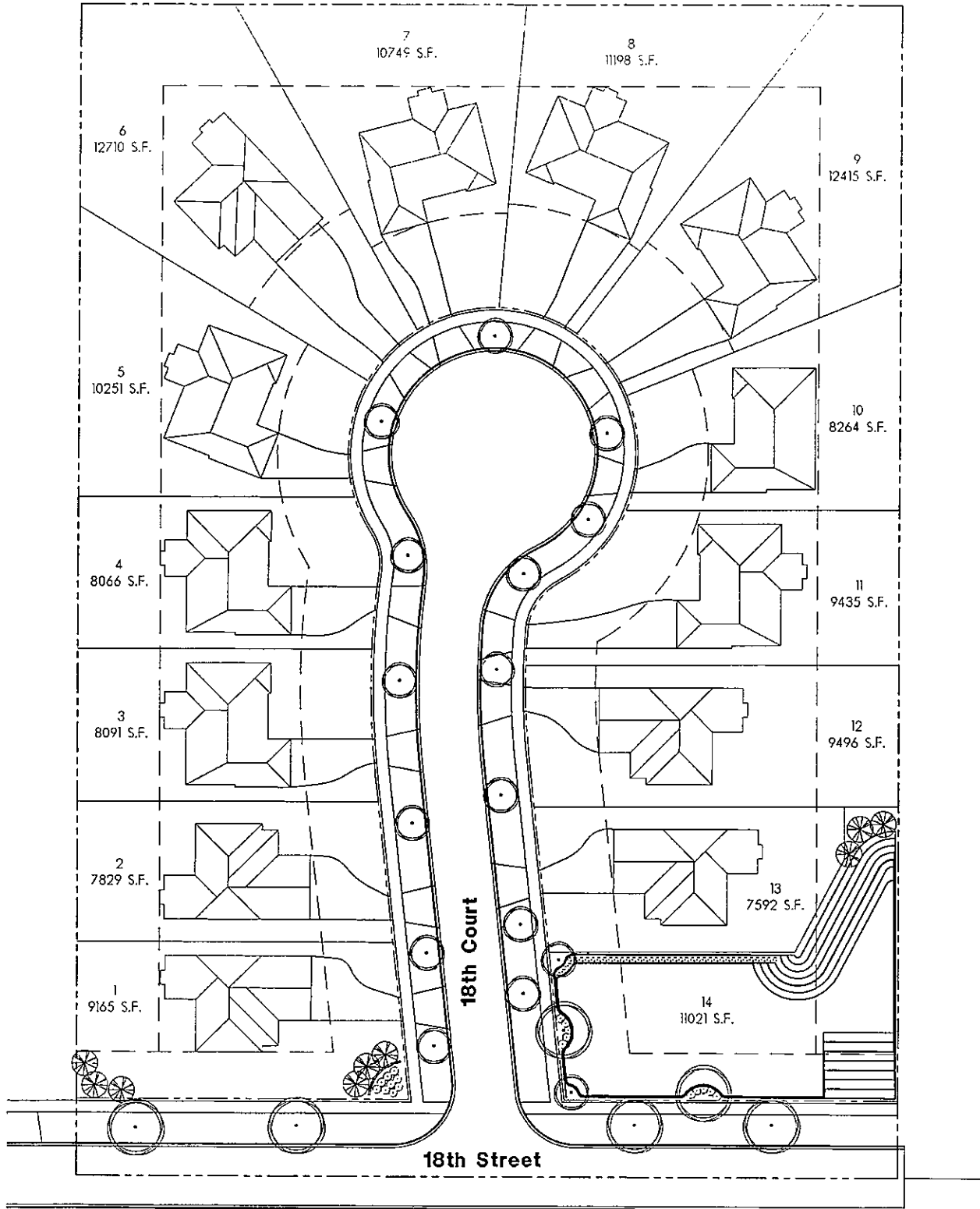


David A. Hulseberg, AICP
Director of Community Development

DAH:WJH

att

c: Petitioner

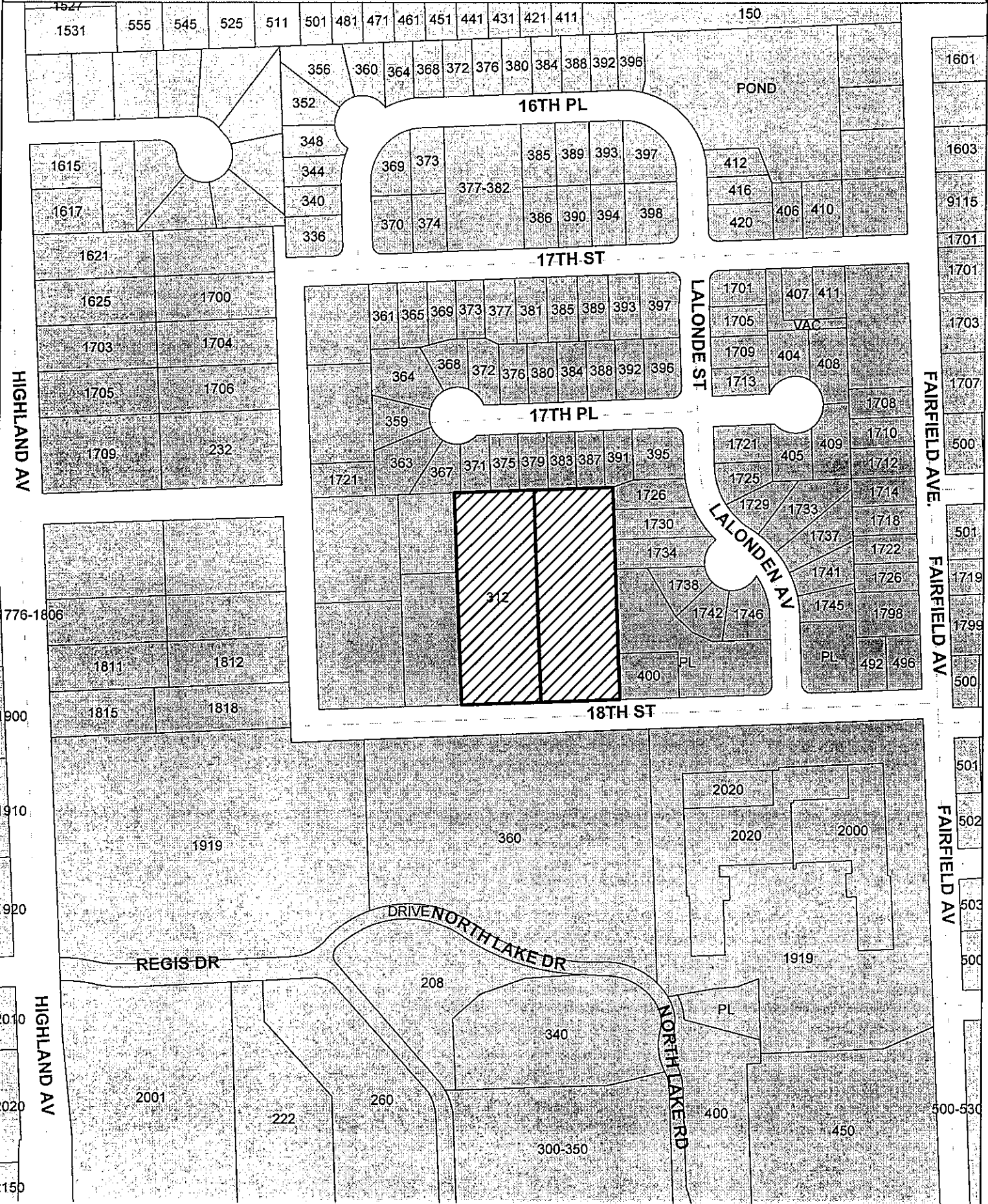


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Location Map

PC 04-04; Regency Estates



FREEDOM DEVELOPMENT CORP.
Written Response to Applicable Standards
Land Use Application

SUBJECT PROPERTY:
19 W 416 18th Street and
312 East 18th Street
Lombard, Illinois 60148

A. General Standards

1. Except as modified by and approved in the final development plan, the proposed development complies with the regulations of the district or districts in which it is to be located.

Response:

The proposed development is in compliance with regulations of the district, except as modified and approved.

2. Community sanitary sewage and potable water facilities connected to a central system are provided.

Response:

Sewer and water will be connected through existing Village of Lombard facilities on 18th Street.

3. The dominant use in the proposed planned development is consistent with the recommendations of the Comprehensive Plan of the Village for the area containing the subject site.

Response:

The dominant use (residential) is consistent with the recommendations of the Comprehensive Plan of the Village for the area containing the subject site.

4. That the proposed planned development is in the public interest and is consistent with the purposes of this Zoning Ordinance.

Response:

The proposed residential planned development is in the public interest in that it provides additional dwellings and increases the tax base of the Village and is consistent with the purposes of this Zoning Ordinance. The Village will provide relief to the developer via reduction or waiver of land use and construction charges and permit fees.

5. That the streets have been designed to avoid:
 - a. Inconvenient or unsafe access to the planned development;
 - b. Traffic congestion in the streets which adjoin the planned development;
 - c. An excessive burden on public parks, recreation areas, schools, and other public facilities which serve or are proposed to serve the planned development.

Response:

The public street (18th Street), sidewalks, lighting and landscaping will be improved, at great expense to the developer to a full right of way at the frontage of the subject property and also in front of the two parcels to the west, all the way to the point at which it is currently improved. This is a non-typical requirement by the Village. The developer will be allowed to obtain recapture from the two parcels to the west, upon their annexation (if ever) into Lombard, if he so elects. 18th Street, when improved to Village Code requirements, will avoid:

- a. Inconvenient or unsafe access to the planned development;
- b. Traffic congestion in the streets which adjoin the planned development;
- c. An excessive burden on public parks, recreation areas, schools, and other public facilities which serve or are proposed to serve the planned development.

B. Standards for Planned Developments with Use Exceptions

1. Proposed use exceptions enhance the quality of the planned development and are compatible with the primary uses.

Response:

The proposed use exceptions (planned unit development – single family homes) enhances the quality of the planned development by creating a neighborhood and is compatible with the primary uses (residential).

2. Proposed use exceptions are not of a nature, nor are located, so as to create a detrimental influence in the surrounding properties.

Response:

The proposed use exceptions are consistent with; and not detrimental to, surrounding properties, which are also residential (single-family or multi-family).

3. Proposed use exceptions shall not represent more than 40% of the site area or more than 40% of the total floor area, whichever is less. However, in a residential planned development area no more than 10% of the site area or the total floor area shall be devoted to commercial use; furthermore, no industrial use shall be permitted.

Response:

None of the site area or total floor area of this residential development is devoted to commercial or industrial use.

C. Standards for Planned Developments with Other Exceptions

All of the Standards for Planned Developments will be followed with the exceptions of density and set backs, etc. pursuant to Arc's Preliminary Plat of Freedom Development, Inc. Regency Estates that were approved in workshop.

Bell Group Family L.P.

P.O. Box 3859
Lisle, IL 60532-8859

Telephone (630) 889-8272
Fax (630) 889-8273

January 13, 2004

Village of Lombard
255 E. Wilson Street
Lombard, IL 60148

Subject: PC 04-04, 19W416
and 312 E. 18th Street

Gentlemen:

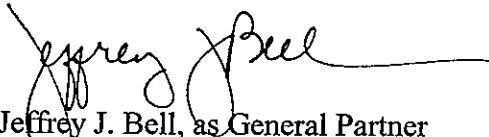
Thank you for informing me as a property owner within two hundred fifty feet (250') of the above captioned development. I write to you to oppose the development for the following reasons:

1. Conditional use for Lot 6 is a proposed reduction of R-2 minimum frontage by 25%.
2. Conditional use for Lot 8 is a proposed reduction of R-2 minimum frontage by 30%.
3. The other lot variations (Lots #7 and #9) are reductions between 25 and 30% frontage minimum requirements.

As a contiguous neighbor to the development I believe these variation requests are excessive. Further, you are not treating the area development consistently if you approve this request.

Again, thank you for informing me of this proposed development. We do not oppose the change in zoning from R-1 to R-2 as long as the lots retain the minimum requirements.

Sincerely,



Jeffrey J. Bell, as General Partner
Bell Group Family L.P.

cc: David S. Bell
Lawrence W. Bell

We are neighbors living in the Providence subdivision which backs up to or is to the east side to the proposed Regency Estates. Collectively, we are requesting that a vegetation screen be provided by the developer. This is to mitigate the loss of privacy from elevation differences which currently exist. Our sites are 10+/- feet lower than Regency Estates. We are asking for relief from the proposed new homes which would be looking into our second floor bedroom windows and down at our backyards.

Address	Printed Name	Signature	Date
367 E. 17 th Pl.	SHASHIR KUMAR	<i>[Signature]</i>	1/25/04
371 E. 17 th Pl	VACANT LOT		
375 E. 17 th Pl	Vicky Schradie	<i>[Signature]</i>	1/25/04
383 E. 17 th Pl	John Wittert	<i>[Signature]</i>	1/25/04
387 E. 17 th Pl	ELINDA DEJESUS	<i>[Signature]</i>	1/24/04
391 E. 17 th Pl	Out of Town		
395 E. 17 th Pl	AGGIE GERMS	<i>[Signature]</i>	1/24/04
1726 S. LaLonde	Maryann Carter	<i>[Signature]</i>	1/25/04
1730 S. LaLonde	Angelo Foso	<i>[Signature]</i>	1/25/04
1734 S. LaLonde			

379 17th Pl. FRANK PELUSO *[Signature]* 1/25/04
 400 18th Pl. JIM DALLAS *[Signature]* 1/26/04

ORDINANCE _____

AN ORDINANCE AUTHORIZING THE
EXECUTION OF AN ANNEXATION AGREEMENT

(PC 04-04: 19W416 and 312 E. 18th Street (Regency Estates Subdivision))

(See also Ordinance No.(s) _____)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property located at 19W416 and 312 E. 18th Street, 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 lots of record, which are the subject of said Agreement, are ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and,

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on February 19, 2004.

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

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

SECTION 2: This ordinance is limited and restricted to the property generally located at 19W416 and 312 E. 18th Street, Lombard, Illinois containing 4.0 acres more or less and legally described as follows:

LOTS 17 AND 18 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1
(ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE
SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE

SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-20-306-013 and 014

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 _____, 2004.

First reading waived by action of the Board of Trustees this _____ day of _____, 2004.

Passed on second reading this _____ day of _____, 2004.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____, day of _____, 2004.

William J. Mueller, Village President

ATTEST:

Barbara A. Johnson, Deputy Village Clerk

DRAFT

**REGENCY ESTATES
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this ____ day of February, 2004, by and between the **VILLAGE OF LOMBARD**, a municipal corporation (hereinafter referred to as "Village"); **ANTONIO RENDINA, AS TRUSTEE OR HIS SUCCESSORS IN TRUST UNDER TRUST AGREEMENT DATED JUNE 28, 2001, F/B/O THE ANTONIO RENDINA FAMILY** and **MILLENNIUM TRUST COMPANY, LLC, SUCCESSOR TO INDEPENDENT TRUST CORPORATION, ORLAND PARK, ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 31, 1987 AND KNOWN AS TRUST NO. 20200**, (hereinafter collectively referred to as "Owner"); and **FREEDOM DEVELOPMENT CORPORATION**, an Illinois corporation (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 referred to as the "Subject Property"); and

WHEREAS, Developer proposes to develop the Subject Property; and

WHEREAS, the Subject Property is adjacent to and contiguous to the exiting corporate boundaries of the Village; and

WHEREAS, the Village desires to annex and the Owner and Developer desire to have the Subject Property annexed to the Village and each of the parties desires to obtain assurances from the other as to certain provisions of the zoning and other ordinances of the Village for the Subject Property when 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 approximate four-acre parcel of land and there are no electors residing thereon; and

WHEREAS, all owners of record of the Subject Property have signed a Petition for Annexation of the Subject Property to the Village, which Petition is hereinafter referred to as the "Annexation Petition"; and

WHEREAS, an application has heretofore been filed with the Village Clerk for Zoning of the Subject Property as R2 Single Family Residence District; and

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

WHEREAS, a public hearing was held on January 26, 2004, for the purpose of considering whether the Subject Property should be rezoned, upon its annexation, from the R-1 Single Family

Residence District to the R-2 Single Family Residence District under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code hereinafter the "Zoning Ordinance") with a conditional use for a planned development, and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") its findings of fact and recommendations with respect to said application; and

WHEREAS, public hearings on this Annexation Agreement ("Agreement") were held by the Corporate Authorities on February 19, 2004; and

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

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

WHEREAS, the Corporate Authorities of the Village and the Owner and 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 by the 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 Developer desires to have the Subject Property rezoned to the R-2 Single Family Residence District under the Zoning Ordinance.

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth, the sufficiency of which is acknowledged by all parties, the parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The Village, Owner and Developer agree that the foregoing recitals 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 and made a part hereof. To the extent that any exhibit attached

hereto and made a part of this document is labeled as preliminary, the final documents shall be in substantial compliance with the preliminary documents attached hereto and subsequent to final approval by the Village.

3. **ANNEXATION.** Subject to the provisions of 65 ILCS 5/7-1-1 et sequitur, as soon as reasonably practical after the Developer shall acquire the Subject Property, the parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village. The parties shall cause such annexation to be effected pursuant to the provisions of 65 ILCS 5/7-1-8. In the event the Subject Property is not acquired by Developer on or before the date which is one hundred eighty (180) days after the date of execution hereof, and notification is not provided to the Village stating that the Developer has acquired ownership title to the Subject Property within two hundred (200) days after the date of execution hereof, this Agreement and the Development Agreement shall become null and void and shall be of no further force and effect and the parties shall have no further liability to each other.

4. **ZONING.** Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the entire Subject Property from the R-1 Single Family Residence District to the R-2 Single Family Residence District. In addition, the Corporate Authorities agree to approve a conditional use for planned development, with the following lot deviations:

- A. For Lot 6, reduce the minimum lot width from sixty (60) feet to approximately forty-five (45) feet;
- B. For Lot 7, reduce the minimum lot width from sixty (60) feet to forty-three and one-half (43.5) feet;
- C. For Lot 8, reduce the minimum lot width from sixty (60) feet to forty-two and one-half (42.5) feet; and
- D. For Lot 9, reduce the minimum lot width from sixty (60) feet to forty-nine and one-half (49.5) feet.

5. **SITE PLAN APPROVAL.** The Developer shall develop the Subject Property in full compliance with the Site Plan entitled "Regency Estates", prepared by ARC Design Resources, Inc., as last revised on February 3, 2004 (the "Site Plan") and the plans and specifications, prepared by ARC Design Resources, Inc., as last revised on February 3, 2004 (the "Plans and Specifications"), attached hereto as **EXHIBIT B** and made part hereof, both subject to changes based upon final engineering. In addition, the Subject Property shall be landscaped in full compliance with the landscape plan attached hereto as **EXHIBIT C** and made part hereof and entitled "Landscape Plan" (hereinafter the "Landscape Plan") prepared by ARC Design Resources, Inc. as last revised on February 3, 2004.

Furthermore, the use and development of the subject property shall be subject to the following additional requirements:

- A. 18th Street shall be improved by the Developer to a fully improved right-of-way from the eastern boundary of the Subject Property, West until it meets the improved portion of 18th Street at Stewart Avenue. For purposes hereof “improved” shall mean installation of pavement, curb and gutter, street lights in accordance with the Village Code, sidewalks on the north side (only) of 18th Street, storm sewers and necessary landscaping. The Village represents and warrants to the Owner and the Developer that electricity for the street lights for 18th Street and for Regency Court can be obtained through the existing controller located on the property owned by DuPage Medical Center, at no cost to Developer or Owner.

- B. The Developer shall take the necessary steps, at such time as directed by the Village, to landscape the Subject Property with parkway trees planted at the ratio of one (1) for each forty feet (40') of frontage. This requirement shall extend to the right-of-way to be dedicated to the Village for the length of the newly constructed portion of 18th Street from Stewart Avenue to LaLonde Avenue (including around the detention outlot) and within the cul-de-sac street.

- C. Any obligations of current Owners as set forth herein (including but not limited to all financial obligations imposed on the current Owner) shall become the sole responsibility of the Developer as of the closing of Developer’s contemplated purchase of the Subject Property from the current Owner, provided the said transaction closes. Upon such closing, the current Owner shall be automatically released from compliance with such obligations to the Village, and the subsequent owner, whether the Developer or another entity, shall be responsible to fulfill all of the Owner’s obligations.

6. **PLAT OF SUBDIVISION.** The Village agrees to approve a preliminary and final plat of subdivision of the Subject Property substantially in conformance of the plat attached hereto as **EXHIBIT D**, and made part hereof.

7. **WATER UTILITIES.**

- A. Village represents and warrants to Developer as follows:
 - (1) That it owns and operates a water distribution system within the Village.
 - (2) That the Village 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 areas in the Village being provided with water by the Village in terms of quantity, pressure, quality and cost.

- B. Owner and Developer, at their own expense shall install water main

extensions in accordance with the Subdivision and Development Ordinance and substantially in compliance with the Plans and Specifications. The parties agree that Owner and Developer shall pay all Village water connection charges (at the lowest rate applicable to single-family residential properties in the Village at the time of connection.)

- C. Owner and Developer shall grant or dedicate all easements reasonably required by the Village for the construction of the necessary water main extensions serving the Subject Property.

8. **SANITARY SEWER FACILITIES.**

- A. Village represents and warrants to Developer as follows:
 - (1) That it owns and operates a sanitary sewer system within the Village.
 - (2) That the Village system has sufficient capacity to provide and will provide sanitary sewer service to the Subject Property, such service to be substantially the same as provided to other residential areas in the Village being provided with sanitary sewer by the Village.
- B. Owner and Developer, at their own expense, shall install sanitary sewer extensions necessary to serve the Subject Property in accordance with the Plans and Specifications. The parties agree Owner and Developer shall pay all Village sanitary sewer connection charges (at the lowest rate applicable to single family residential properties in the Village at the time of connection.)
- C. Owner and Developer shall grant or dedicate all easements reasonably required by the Village for the construction of the necessary sanitary sewer extensions serving the Subject Property.

9. **STORM DRAINAGE FACILITIES.**

- A. Storm drainage facilities, and retention and/or detention areas (hereinafter, the "Storm Drainage Facilities") shall be provided and constructed and paid for by Owner and Developer substantially in accordance with the Plans and Specifications on Lots 13 and 14 within the Subdivision. The area within the right-of-way of 18th Street shall be excluded from any calculation of the required Storm Drainage Facilities capacity, since that roadway improvement is less than one (1 acre of additional impervious area per DuPage County Division of Transportation guidelines.

In addition, the Storm Drainage Facilities shall be maintained by the Owner and Developer and/or any subsequent lot owners. Such Storm Drainage Facilities shall be maintained by the Owner and Developer during the course

of development, and thereafter shall be maintained by either the Owner and Developer or by the subsequent owner(s), all in accordance with a Declaration of Covenants to be recorded on the Subject Property, which Declaration of Covenants shall provide the Village with the right, but not the duty, to go upon any portion of the Subject Property to maintain and/or repair or replace such Storm Drainage Facilities if they are not suitably maintained so that they remain fully operational, and if the Village takes, after written notice to the Owner, in its reasonable discretion, any such action, such Declaration of Covenants shall provide that any such owner(s) or the Owner and/or Developer shall immediately upon demand reimburse the Village for all reasonable expenses incurred by the Village against the particular portion of the Subject Property, and if not promptly paid, the Declaration of Covenants shall provide the Village the right to record a lien for any such unpaid expenses against the Subject Property or any portion thereof, and to foreclose on any such lien. Prior written notice shall not be required in emergency situations. In regard to the Storm Drainage Facilities, provisions specified by the Village's Director of Community Development shall be set forth on the final Plat of Subdivision and in a Declaration of Covenants to be recorded relative to the Subject Property, with said Declaration of Covenants clearly indicating that the following language cannot be amended or deleted from said Declaration of Covenants, without the prior written consent of the Village.

- B. The East side of the detention basin shall have a four (4)-foot high board-on-board cedar fence installed along the entire length of the property line for the safety of the adjacent property owner. No fence shall be required if the wall is revised to an earthen slope.

10. **UNDERGROUND UTILITIES.** All electrical, telephone, cable television and natural gas distribution facilities installed by Owner/Developer, except electrical transformers and meters for natural gas and electricity, shall be installed underground or located within buildings.

11. **DEVELOPMENT AGREEMENT.** Once the Developer has acquired ownership title to the Subject Property and assumes the rights and responsibilities of the Owner, the Owner/Developer agrees to enter into a Development Agreement governing development of the Subject Property, which shall be substantially in the form as set forth in **EXHIBIT F**, attached hereto and incorporated herein.

12. **CABLE TELEVISION.** The Owner and/or Developer shall provide necessary easements for cable television service as set forth in **EXHIBIT D**.

13. **EASEMENTS.** Owner and/or Developer shall provide all easements as depicted on **EXHIBIT D** and as required by final engineering plans.

14. **CONTRIBUTIONS.** There shall be no requirement for Owner and/or Developer to make any contributions to elementary school, middle school, high school, park, library or other

service districts.

15. **SPECIAL ASSESSMENTS.** The Village agrees that no special assessments or special service area shall be made applicable to the Subject Property during the first three (3) years of this Agreement, without the prior written consent of the Owner.

16. **FEES.** In consideration of the impact of the development of Subject Property on the Village, and in consideration of water mains, sanitary sewer mains and storm sewer mains previously installed by the Village to assist in the serving of the Subject Property with water and sewers, Owner and Developer agree to pay all applicable permit (including, but not limited to building permit) and utility connection fees as required by Village Ordinances at the time of application for the respective permits. The parties agree that all such fees and charges shall be at the lowest rate applicable to single family residential properties in the Village at the time of permit issuance.

17. **REASONABLENESS OF FEES AND CHARGES.** The parties agree that the 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 Developer has 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 Village Engineer, the Village shall accept said public improvements subject to the two (2) year maintenance guaranty provisions of the Subdivision and Development Ordinance.

19. ***RESERVED***

20. **FINAL ENGINEERING APPROVAL.** 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 the Owner and Developer in accordance with final engineering plans approved by the Director of Community Development.

21. **ANNEXATION TO LOMBARD PARK DISTRICT.** The Owner and Developer agree to petition the Lombard Park District to have the Subject Property annexed to the Lombard Park District upon its annexation to the Village.

22. **GENERAL PROVISIONS.**

- A. **Notices.** Notice or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village or
Corporate Authorities: President and Board of Trustees
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

With Copies to: Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Director of Community Development
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Thomas P. Bayer
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606

If to the Owner: c/o Antonio Rendina
173 Saddlebrook Drive
Oak Brook, Illinois 60523

With a Copy to: Louis V. Pavone
Loss, Pavone & Orel
1920 South Highland Avenue
Suite 333
Lombard, Illinois 60148

If to the Developer: Jeffrey R. Brown
Freedom Development Corp.
P. O. Box 6150
Villa Park, Illinois 60181

With a Copy to: Richard Heidecke
Heidecke Law Offices
720 Enterprise Drive
Oak Brook, Illinois 60523

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

B. Continuity of Obligations.

- (1) The provisions of this Agreement, except as to various covenants running with the land and the obligation to provide such and the further exception set forth below in this subsection, obligating Owner and Developer, shall not be binding upon the successors in title to the Owner and/or Developer who have purchased individual dwellings or improved individual lots as the ultimate consumers thereof (namely the individuals who actually own and reside in the houses to be built on said lots). The provisions of this Agreement shall be binding, however, on any builders who purchase any of the lots for eventual resale to the ultimate consumers thereof. Notwithstanding the foregoing, the provisions relating to Storm Drainage Facilities in Section 9 shall be binding on the ultimate consumers and any builders and shall be considered and are hereby declared as covenants running with the land.
- (2) In the event of any sale or conveyance by Owner and/or Developer of the Subject Property or any portion thereof, excluding any sale or conveyance by Owner or Developer of any individual dwellings or individual residential lots while Owner or Developer is acting in the regular course of its business of a developer selling or transferring such dwellings or improved lots to the ultimate consumers thereof, Owner and/or Developer shall notify the Village in writing, within thirty (30) working days after the closing of such sale or conveyance, of any and all successors in title to all or any portion of the Subject Property. Such written notice shall include identification of the names(s) of such successor(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance or real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection 22B.
- (3) Upon the condition that the requirements of this subsection 22B have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner and/or Developer's successors in any manner in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality. In the event that the requirements of this subsection 22B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner and Developer's successors in any manner in title until such time as Owner or Developer has given the Village the notice required by this subsection.

- (4) Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Owner and/or Developer in accordance with subsection 22B(3) above, the Owner and Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner and/or Developer by this Agreement until such obligations have been fully performed or until Village, in the exercise of its reasonable discretion, has otherwise released Owner and/or Developer from any and all such obligations.
- (5) Except as otherwise provided in this subsection 22B, all the terms and conditions of this Agreement shall constitute covenants running with the land.
- C. **Court Contest.** In the event the annexation of the Subject Property, the classification of the Subject Property for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period mentioned in subsection 22T below.
- D. **Remedies.** The Village and 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 thirty (30) 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. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.
- E. **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 Developer.
- F. **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 22F) to the Village or other governmental authority under this Agreement (hereinafter referred to as "Grantee" in this subsection 22F) shall be made in conformance with the

following requirements and any other applicable provisions of this Agreement.

- a. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.
- b. Merchantable Title. Title shall be good and marketable.
- c. 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 purpose for which it is conveyed, dedicated or donated;
 - (b) terms of this Agreement;
 - (c) general taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year of the amount of the prior year's taxes is not determined at the time of delivery, conveyance or dedication; and
 - (d) such other exceptions acceptable to the Grantee.
- d. 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:
 - (a) the usual and customary standard exceptions contained therein;
 - (b) taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication; and
 - (c) such other exceptions as are acceptable to the Grantee.

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 Owner and Developer.

- e. 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 and Grantee, if other than the Village, against any loss or expense, including but not limited to attorney's fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.
 - f. 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 Grantee, otherwise at a date, time and place set by Grantee not less than thirty (30) days nor more than forty-five (45) days after notice thereof is given by Grantee to Grantor.
- G. **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.
- H. **Survival of Representation.** Each of the parties agrees that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.
- I. **Captions and Paragraph Headings.** The captions and paragraph headings used herein are for convenience only and are not part of this Agreement and shall not be used in construing it.

J. **Reimbursement to Village for Legal and Other Fees and Expenses.**

- a. To the 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 Agreement and the annexation and zoning of the Subject Property; and
 - (c) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.
- b. From and After Effective Date of Agreement. Except as provided in this subsection upon demand by Village made by and through its Director of Community Development, Owner and/or Developer from time to time shall promptly reimburse Village for all reasonable expenses and cost incurred by Village in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Owner and/or Developer upon its request, by a sworn statement of the Village; and such mutually agreed upon 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 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 Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
- (b) If the Village, in its reasonable discretion, determines there is, or may probably be, a conflict of interest between Village and Owner and/or Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner and/or Developer shall reimburse the Village, from time to time on written demand from the Director of Community Development and notice of the amount due, for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Owner and/or Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner and/or Developer all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith (and any appeal thereof). Owner or Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner or Developer.

- K. **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 property 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.
- L. **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.

- M. **Recording.** A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Owner and Developer.
- N. **Authorization to Execute.** The officers of Owner and Developer executing this Agreement warrant that they have been lawfully authorized by Owner's and Developer's respective Boards of Directors to execute this Agreement on behalf of said Owner and Developer. The President and Deputy Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The 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.
- O. **Amendment.** This Agreement sets forth all promises, inducements, agreements, conditions and understandings between the Owner and 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.
- P. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.
- Q. **Conflict Between the Text and Exhibits.** In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.
- R. **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.
- S. **Execution of Agreement.** This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he/she signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.
- T. **Terms of Agreement.** This Agreement shall be in full force and effect for a term of twenty (20) years from and after date of execution of this Agreement.

T. **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.

23. RECAPTURE OF 18TH STREET CONSTRUCTION COSTS. The parties recognize hereto that the Owner/Developer is obligated to fully improve 18th Street from Stewart Avenue to a point perpendicular with the Subject Property. Pursuant to Section 154.307 of the Subdivision Ordinance, the Village shall allow for a recapture agreement for public improvements in compliance with 65 ILCS 5/9-5-1. Owner/Developer and Village will enter into a Recapture Agreement under the terms of which Owner/Developer shall be entitled to recapture a portion of its costs concurrent with the subsequent development of properties adjacent to the portion of 18th Street which was improved by Owner/Developer, as identified in **EXHIBIT E** “the Recapture Agreement”. Once the actual costs of construction are known for the 18th Street improvements, the Village shall enter into a recapture agreement with the Owner/Developer, with the dollar amount based upon the following formula:

$$\frac{\begin{array}{l} 18^{\text{th}} \text{ Street Frontage} \\ \text{(expressed in feet) for} \\ \text{Parcel to be newly Annexed} \end{array}}{\begin{array}{l} \text{Total Number of Feet of} \\ 18^{\text{th}} \text{ Street Improved by} \\ \text{Developer} \end{array}} \times \begin{array}{l} \text{Cost of Improvement of} \\ 18^{\text{th}} \text{ Street as} \\ \text{Certified by Developer's Engineer} \end{array}$$

Increased by a factor of ____% per annum, not cumulative, until paid.

For purposes hereof, the “Cost of Improvement of 18th Street” shall be defined as all of the Developer’s Costs expended in compliance with Paragraph 5A hereof. A notice of this Right of Recapture shall be recorded against each of the three (3) parcels situated west of the Subject Property, at the expense of the Developer. The foregoing right of recapture shall be waived with respect to any of the three (3) parcels in question in the event the Developer, or any affiliate of the Developer, acquires title to such parcel.

24. CURB CUTS.

- A. The Village hereby agrees that the Developer may, irrespective of Village ordinances regarding frontage, construct driveways (with corresponding curb cuts) on each lot in the subdivision of the Subject Property having a width not to exceed twenty (20) feet.
- B. The Village agrees that Lot 1 in the subdivision of the Subject Property may have one curb cut, of a width not to exceed twenty (20) feet onto 18th Street.

{THIS SPACE INTENTIONALLY LEFT BLANK—SIGNATURE PAGE TO FOLLOW}

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

ATTEST:

By: _____
Name: Barbara Johnson
Its: Deputy Village
Clerk

By: _____
Name: William J., Mueller
Its: President, Village of Lombard

Dated: _____, 2004

DEVELOPER:

FREEDOM DEVELOPMENT CORPORATION

By: _____
Its: _____

By: _____
Name: Jeffrey R. Brown
Its: President

Dated: _____, 2004

OWNER:

ANTONIO RENDINA, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 28, 2001 FOR THE BENEFIT OF THE ANTONIO RENDINA FAMILY

ATTEST:

By: _____
Its: _____

By: _____
Name: Antonio Redina
Its: Trustee, as aforesaid

Dated: _____, 2004

MILLENNIUM TRUST COMPANY, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 31, 1987 AND KNOWN AS TRUST NUMBER 20200

ATTEST:

By: _____
Its: _____

By: _____
Name: _____
Its: _____

Dated: _____, 2004

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 _____ and _____ personally known to me to be the _____ and _____ of **MILLENNIUM TRUST COMPANY, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 31, 1987 AND KNOWN AS TRUST NUMBER 20200**, appeared before me this _____ day of _____, 2004 in person and severally acknowledged that they signed and delivered the said instrument, as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2004.

{SEAL}

Notary Public
Print Name: _____
My Commission Expires: _____

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 **JEFFREY R. BROWN** and _____ personally known to me to be the President and Secretary of **FREEDOM DEVELOPMENT CORPORATION, AN ILLINOIS CORPORATION**, appeared before me this ____ day of _____, 2004 in person and severally acknowledged that they signed and delivered the said instrument, as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2004.

{SEAL}

 Notary Public
 Print Name: _____
 My Commission Expires: _____

SCHEDULE OF EXHIBITS

- EXHIBIT A: Legal Description
- EXHIBIT B: Site Plan and Plans & Specifications
- EXHIBIT C: Landscape Plan
- EXHIBIT D: Preliminary Plat of Subdivision
- EXHIBIT E: *Intentionally Deleted*
- EXHIBIT F: Preliminary Development Agreement

EXHIBIT A

LEGAL DESCRIPTION

REGENCY ESTATES

PARCEL 1.

THE WEST 175.0 FEET OF THE WEST 206.50 FEET OF THE SOUTH 499.0 FEET OF THE NORTH 1497.0 FEET OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS LOT 18 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (HIGHLAND ROAD FARM) OF THE EAST ½ OF THE SOUTHWEST ¼; THE WEST ½ OF THE SOUTHEAST ¼ AND THE SOUTH 1332.0 FEET OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2.

LOT 17 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST ½ OF THE SOUTHWEST ¼, THE WEST ½ OF THE SOUTHEAST ¼ AND THE SOUTH 1332 FEET OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 06-20-306-014
PERMANENT INDEX NUMBER: 06-20-306-013

PROPERTY ADDRESS: 19 W 416 East 18TH Street and
312 East 18TH Street
Lombard, Illinois 60148

EXHIBIT B

Site Plan and Plans & Specifications

EXHIBIT C
Landscape Plan

EXHIBIT D

Preliminary Plat of Subdivision

EXHIBIT E

RECAPTURE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the VILLAGE OF LOMBARD, a municipal corporation of the County of DuPage, in the State of Illinois (hereinafter referred to as "VILLAGE'S and _____, a _____ (hereinafter referred to as "DEVELOPER";

WITNESSETH

WHEREAS, the VILLAGE owns and operates a sanitary sewer collection system, storm water system, and water distribution system; and,

WHEREAS, the VILLAGE has jurisdiction over the construction, maintenance and repair of local streets and traffic control; and,

WHEREAS, the DEVELOPER is the owner of the following described property (hereinafter referred to as ("SUBJECT SITE")):

P.I.N.:

Commonly known as:

and

WHEREAS, the DEVELOPER intends to develop/has developed the SUBJECT SITE in accordance with its zoning classification under the VILLAGE'S Zoning Ordinance for _____ uses; and,

WHEREAS, the DEVELOPER intends to construct/has constructed the following public utilities relative to the development of the SUBJECT PROPERTY: _____

(hereinafter referred to as the "PUBLIC UTILITY IMPROVEMENTS"); and,

WHEREAS, all of the aforesaid construction will be carried out/has been carried out and completed in strict compliance with all VILLAGE ordinances and codes, and plans, and specifications approved by the VILLAGE; and,

Exhibit E
Form Recapture Agreement
(Continued)

WHEREAS, the cost for the aforesaid PUBLIC UTILITY IMPROVEMENTS is estimated to be/was \$ _____, which estimated cost/final cost has been reviewed and approved by the VILLAGE; and,

WHEREAS, the construction of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the DEVELOPER will, in addition to benefiting the SUBJECT SITE, also benefit the property located at _____ if and when said property is developed; and,

WHEREAS, the DEVELOPER should be reimbursed by the owners of said benefited property if and when it is developed; and,

WHEREAS, the DEVELOPER agrees to convey the title to all of the aforesaid PUBLIC UTILITY IMPROVEMENTS to the VILLAGE by a legally proper Bill of Sale;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and agreements herein contained, including, but not limited to, the construction of the aforesaid PUBLIC UTILITY IMPROVEMENTS, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That DEVELOPER will, at its sole expense, complete the construction of all the aforesaid PUBLIC UTILITY IMPROVEMENTS in conformance with the plans and specifications prepared by _____, dated the _____ day of _____, 20 __, and approved by the VILLAGE.

2. Upon acceptance of all of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the VILLAGE, the DEVELOPER shall convey to the VILLAGE, by a legally proper Bill of Sale, all of said PUBLIC UTILITY IMPROVEMENTS and appurtenances incidental thereto. Such conveyance shall be free and clear of all liens or encumbrances relative to said improvements. Upon acceptance of said PUBLIC UTILITY IMPROVEMENTS by the VILLAGE, the VILLAGE shall have complete control thereof including the determination of all future use and connections thereto, and shall be responsible for the operation, maintenance, repair and replacement of said PUBLIC UTILITY IMPROVEMENTS.

Exhibit E
 Recapture Agreement
 (Continued)

3. DEVELOPER'S estimated/actual costs for said PUBLIC UTILITY IMPROVEMENTS is made up of the following:

1. Water Main Construction	\$ _____
2. Storm Sewer Construction	\$ _____
3. Sanitary Sewer Construction	\$ _____
4. Roadway Construction	\$ _____
5. Traffic Signal Construction	\$ _____
6. Construction of Traffic Related Improvements	\$ _____
7. Engineering and Inspection Fees	\$ _____
TOTAL	\$ _____

The VILLAGE agrees to reimburse DEVELOPER for a portion of said total amount not to exceed \$ _____, said \$ _____ to be payable by the VILLAGE to the DEVELOPER solely and exclusively from collections from the owners of the property described on Exhibit "A", attached hereto and made part hereof, which will be benefited by the construction of said PUBLIC UTILITY IMPROVEMENTS by DEVELOPER if and when said property is developed (hereinafter the "BENEFITED PROPERTY"). The amounts to be collected in relation to each individual parcel, tract or lot shall be as set forth on Exhibit "A".

Said \$ _____ is to be collected by the VILLAGE from the owner(s) of said BENEFITED PROPERTY if and when said owner(s) apply to the VILLAGE for a building permit to develop said BENEFITED PROPERTY, or any portion thereof, or at such time as said owner(s) seek to connect to the storm and sanitary sewers and/or watermain constructed by DEVELOPER.

4. It is further understood and agreed to that under no circumstances will the General Fund of the VILLAGE be in any way obligated for said amount to be reimbursed to DEVELOPER, nor shall the VILLAGE be liable for its failure or neglect to collect said \$ _____ from the owner(s) of the BENEFITED PROPERTY described in Exhibit "A". The VILLAGE is only obligated to pay DEVELOPER from those funds the VILLAGE actually collects from the owner(s) of said BENEFITED PROPERTY.

5. This Agreement shall remain in full force and effect until the _____ day of _____, _____; after said date the BENEFITED PROPERTY set forth in Exhibit "A" shall no longer be liable for payment of the \$ _____.

Recapture Agreement
(Continued)

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, that DEVELOPER shall not assign its interests under this Agreement without the prior written consent of the VILLAGE.

7. The VILLAGE is hereby authorized to record this Agreement with the Recorder of Deeds of DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed in duplicate by their duly authorized representatives all on the day and year first above written, pursuant to a proper resolution of the respective governing body of each party hereto.

VILLAGE OF LOMBARD

By: _____
Village President

(Corporate Seal)

ATTEST:

Village Clerk

DEVELOPER

By: _____

(Corporate Seal)

ATTEST:

Secretary

EXHIBIT F

PRELIMINARY DEVELOPMENT AGREEMENT
REGENCY ESTATES SUBDIVISION

AN AGREEMENT RELATING TO THE APPROVAL OF A MAJOR PLAT
OF SUBDIVISION (OR MAJOR DEVELOPMENT),
THE MAKING OF REQUIRED IMPROVEMENTS
AND PROVIDING FUNDS, THEREFORE, FOR
REGENCY ESTATES SUBDIVISION, LOMBARD, ILLINOIS

THIS AGREEMENT (hereinafter, the "Development Agreement") is made and entered into this ____ day of February, 2004 by and between the **VILLAGE OF LOMBARD**, a municipal corporation (hereinafter referred to as "Village") and **FREEDOM DEVELOPMENT CORPORATION**, an Illinois corporation, (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner and developer of the real estate situated within the corporate limits of the Village, legally described in Exhibit 1 attached hereto and made a part hereof and platted as a subdivision of the Subject Property known as Regency Estates Subdivision, as shown by prints of the final plats thereof placed on file in the office of the Deputy Village Clerk of said Village (hereinafter, the "Subject Property"), and intends to develop the Subject Property in accordance with the terms and provisions of this Development Agreement; and

WHEREAS, Developer has prepared final plats as referenced in this Development Agreement, which have been approved by the Plan Commission and the Village Board of Trustees of said Village and which, upon receipt by the Village of an irrevocable letter or letters of credit (hereinafter singularly referred to as "Irrevocable Letter of Credit" or collectively referred to as "Irrevocable Letter(s) of Credit") for an amount specified as security for subdivision public improvements, and for such other purpose or purposes herein mentioned, if any, and upon execution of this Development Agreement shall be recorded; and,

WHEREAS, a site plan and preliminary engineering plans and specifications for the construction and installation of the required public improvements within the boundaries of the aforesaid subdivision of the Subject Property and off-site public improvements, as prepared by ARC Design Resources, Inc., dated February 3, 2004, have been approved by the President and Board of Trustees of the Village (hereinafter, the "Corporate Authorities"), and copies thereof have been filed in the office of the Deputy Village Clerk of the said Village, which copies by reference thereto are hereby incorporated as a part hereof. A final version of the site plan and engineering plans and specifications (hereinafter, the "Plans and Specifications") will be submitted by the Developer to the Village for approval, which approval shall be a condition precedent to the issuance of any building or authorization to proceed with construction as discussed hereinafter; and,

WHEREAS, the developer has entered into contracts or will enter into contracts for the work and public improvements required to be made within said subdivision of the Subject Property

and off-site under the Village's Subdivision and Development Ordinance (Chapter 154 of the Village Code), this Development Agreement and the Annexation Agreement governing the annexation and zoning of the Subject Property, which Annexation Agreement is entered into between the parties hereto of even date herewith.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

SECTION 1:

COMMENCEMENT OF CONSTRUCTION

Commencement of construction of the public improvements detailed herein may begin only after the Developer has delivered one or more Irrevocable Letter(s) of Credit in a form satisfactory to the Village and issued by a bank or financial institution approved by the Village in an amount equal to 115% of the Developer's engineer's estimate of cost of construction as approved by the Village's engineer for underground utilities (including 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); right-of-way improvements, (streets, curbs, gutters, sidewalks, streetlights, and parkway landscaping); and all related grading improvements.

SECTION 2:

CERTAIN OBLIGATIONS OF DEVELOPER

The Developer agrees to cause to be made in such subdivision of the Subject Property with due dispatch and diligence, such improvements as are required under the aforesaid Subdivision and Development Ordinance, the Plans and Specifications, and the additional conditions approved by the Village's Plan Commission on January 26, 2004, attached hereto and incorporated herein as Exhibit 2. The 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 public improvements, to the end that said improvements will be duly and satisfactorily completed within the time or times herein mentioned. The Developer agrees that all work in the construction of said public 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 approval. The Developer will at its expense furnish all necessary engineering services for said public improvements.

SECTION 3:

COMPLETION OF PUBLIC IMPROVEMENTS

The public improvements subject to the Irrevocable Letter(s) of Credit and included within the Plans and Specifications shall be completed within twenty-four (24) months of recording of the final plat of subdivision of the Subject Property unless otherwise extended by amendment to this Development Agreement by the Corporate Authorities. All Irrevocable Letter(s) of Credit, assurances, guarantees,

acceptances, and related matters shall comply with the Village's Subdivision and Development Ordinance. The construction of public improvements by the Developer and issuance of approvals by the Village for Regency Estates Subdivision shall comply with the following schedule:

A. Sediment and Erosion Control.

Sediment and erosion control measures shall be implemented as per the Subdivision and Development Ordinance and the Plans and Specifications prior to the issuance of building permits or authorization to proceed with mass grading or other public improvements to the Subject 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.

B. Tree Preservation Measures.

The Village will not impose a tree preservation requirement as a condition of this development. The Developer, however, will use reasonable efforts to preserve as many trees as is reasonably possible around the perimeter of the Subject Property.

C. Authorization to Proceed with Public Improvements.

- 1) Upon approval of the Plans and Specifications, receipt of all required fees, approval of the Irrevocable Letter(s) of Credit, recording of this Development Agreement and the final plat of subdivision of the Subject Property, and completion of items "A" and "B" above, authorization to construct all public improvements will be given by the Village in accordance with the Plans and Specifications. However, a bituminous concrete base course shall not be installed in areas set aside for roadway construction until the storm water management facilities are constructed and storage volumes are verified.
- 2) Village represents it will not impose or collect any impact fees for said subdivision of the Subject Property, except as may be set forth in the Annexation Agreement for Regency Estates Subdivision, of even date herewith, and approved by the Corporate Authorities.

D. Construction of Storm Water Control System.

The storm water management system for the Subject Property is to be operational prior to the issuance of any building permits for private improvements for properties or installation of a bituminous concrete base course in areas set aside for roadway construction. An operational storm water management system means that the volume of the storm water detention/retention pond(s) designated for collection of stormwater runoff generated by the aforesaid subdivision of the Subject Property 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 Village's Director of Community Development. There shall be excluded from the calculation of the required capacity of the storm water management system all land situated

within the right-of-way of 18th Street, as noted within the Annexation Agreement. Final grading and landscaping of the detention/retention pond(s) shall be completed in conjunction with final landscaping for each phase.

E. Issuance of Building Permits.

1) Foundation-Only Permits.

Foundation-only permits may be issued upon completion of adequate access to the corresponding building sites and the completion of underground utility work across the street frontage of the subject building site. Adequate access shall mean a maintained gravel access road.

2) Building Permits.

Building permits may be issued upon provision of adequate emergency access to the building site, an operational fire hydrant within 300 feet of the subject building site, and the completion of underground utility work across the street frontage of the subject building site. Adequate emergency access shall mean a maintained roadway with a base course and first layer of asphalt that will support the Village's fire trucks as approved by the Village's fire chief.

3) Model Home.

Developer may commence construction of a model home on either of Lot 1 or Lot 12. Such construction may proceed simultaneously with infrastructure construction, provided that the model home may not be opened for viewing by the public until the following conditions have been satisfied:

- a) the storm water management system for the Subject Property shall be operational; and
- b) all standards applicable to the issuance of a certificate of occupancy by the Village shall have been complied with.

F. Certificates of Occupancy.

Issuance of a certificate of occupancy (hereinafter, a "Certificate of Occupancy") for a dwelling unit shall be issued upon satisfactory completion of the following:

- 1) Inspection and approval by the Village's bureau of inspectional services;
- 2) Completion of the water distribution system including testing and chlorination. No occupancy permits for dwelling units shall be granted by the Village until the water distribution system has been looped (through the development). This requirement shall not apply to a sales office and model building;

- 3) Completion of the sanitary sewer system to the building for which the Certificate of Occupancy is requested;
- 4) Substantial completion of the public street system to the building for which the Certificate of Occupancy is requested and either a turnaround capability for a fire truck or a bituminous roadway through the development in a manner to provide two means of emergency access for each such building. Substantial completion shall include curbs, gutter, street lights and the base course of asphalt;
- 5) Subject to the provisions of Section 3.F.8 below, sidewalks must be installed across the frontage of each lot;
- 6) Subject to the provisions of Section 3.F.8 below, landscaping of the subject building site must be substantially completed, weather permitting. This includes parkway trees, final grading and ground cover;
- 7) Record drawings (as-builts) of the sanitary sewer and domestic water facilities required to serve the building shall be submitted and approved prior to issuance of the first Certificate of Occupancy; and
- 8) A Certificate of Occupancy may be issued at the reasonable discretion of the Village's Director of Community Development during winter conditions notwithstanding the lack of 5) and 6) above provided cash or its equivalent in the amount of 115% of the estimated cost is posted to assure such completion.

G. Other Improvements.

- 1) All required landscaping and other public improvements shall be completed within 24 months of final plat of subdivision of the Subject Property approval or prior to acceptance of the public improvements, whichever date occurs first.
- 2) A buffering plan shall be implemented consistent with the alternatives set forth in the Plans and Specifications.

H. Acceptance of Public Improvements/Easements.

- 1) Final record drawings ("as-builts"), including final grading and all utilities, shall be submitted for the review and approval of the Village's Director of Community Development prior to acceptance of the public improvements.
- 2) Engineer's Certification. The Developer's engineer is to certify that the storm water management system were constructed in accordance with the Village's flood control ordinances, and that the project was constructed substantially to plan.
- 3) All deficiencies described in the final punch list shall be satisfactorily completed and approved by the Village's Directors of Public Works and Community Development.
- 4) A maintenance guarantee in the form of an irrevocable letter of credit shall be

submitted and approved. Said maintenance guarantee and irrevocable letter of credit shall comply with the Village's Subdivision and Development Ordinance.

- 5) The public improvements to be dedicated to the Village shall be accepted by the Corporate Authorities. Upon acceptance by the Corporate Authorities, the public improvement installation guarantee (i.e., the Irrevocable Letter(s) of Credit) shall be returned to the developer.
- 6) Upon inspection and determination that no deficiencies exist, the maintenance guarantee (irrevocable letter of credit), shall be returned at the time of its expiration.

SECTION 4:

CONSTRUCTION DAMAGE TO PUBLIC IMPROVEMENTS

Care shall be taken to avoid damage to public improvements, including but not limited to, utilities and curbs during construction. Any public improvement damaged during construction shall be repaired by the Developer at no cost to the Village and to the satisfaction of the Village and in substantial compliance with this agreement and all relevant Village ordinances.

SECTION 5:

DEDICATION OF PUBLIC IMPROVEMENTS

Upon the Village's approval and acceptance of the public improvements, same shall become the property of the Village and subject to its control. A formal dedication or conveyance of the public improvements to the Village shall be made by the Developer, if deemed necessary by the Corporate Authorities.

SECTION 6:

IRREVOCABLE LETTER(S) OF CREDIT

It is expressly understood that this agreement is conditional upon and subject to (1) the delivery to the Village of the document provided for in Section 1 from a financial institution reasonably approved by the Village, (2) approval of same by the Corporate Authorities, and (3) placing same in the Village's files.

SECTION 7:

NOTICES

All notices or demands to be given hereunder shall be in writing, and the mailing of any such notice or demand by Certified or Registered Mail. Said notices shall be provided as follows:

If to the Village or Corporate Authorities:	President and Board of Trustees Village of Lombard
--	---

255 East Wilson Avenue
Lombard, Illinois 60148

With Copies to:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Director of Community Development
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Thomas P. Bayer
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606

If to the Developer:

Jeffrey R. Brown
Freedom Development Corp.
P. O. Box 6150
Villa Park, Illinois 60181

With a Copy to:

Richard Heidecke
Heidecke Law Offices
720 Enterprise Drive
Oak Brook, Illinois 60523

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

SECTION 8:

SITE ACCESS

Developer (and its contractors) shall keep all streets which provide access to the subdivision of the Subject Property reasonably clean from all mud, gravel, and other debris, at all times during and after construction hours.

SECTION 9:

TRAFFIC CONTROL

The Developer shall install traffic signs and other devices as required by the Village for the proper control of vehicles and pedestrians in the area. These control devices shall meet the specifications of the Village's engineer.

SECTION 10:

ACCEPTANCE

- A. Public improvements shall be accepted by the Corporate Authorities after certification by the Village's engineer and director of community development that the public improvements are in compliance with previously approved plans, specifications, and relevant ordinances.
- B. All required fees and procedures shall be provided prior to such acceptance. The Village shall not be liable for any damages that may occur on any dedicated road within a new subdivision of the Subject Property that has not been accepted by the Corporate Authorities. The Developer shall hold the Village free and harmless and indemnify the Village, its agents, officers and employees from any and all such claims, damages, judgments, costs and settlements including, but not limited to, attorneys' fees that may arise from construction, use, repair, or maintenance or said public improvements before they are accepted by the Corporate Authorities.

SECTION 11:

**BINDING EFFECT AND TERM AND
COVENANTS RUNNING WITH THE LAND**

- A. This Development Agreement has been executed on behalf of the Village pursuant to action adopted by the Corporate Authorities at a meeting of said Corporate Authorities duly held on February _____, 2004.
- B. This Development Agreement has been executed by the Developer and shall be binding on the heirs and assigns of the Developer, but shall not be binding on a dwelling unit owner subsequent to the issuance of an occupancy permit for said dwelling unit.
- C. This Development Agreement shall automatically expire upon the expiration of the maintenance guarantee (irrevocable letter of credit) required at the time of acceptance of the public improvements as set forth in Section 3.H.4 herein.

{THIS SPACE LEFT BLANK INTENTIONALLY—SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on their behalf respectively and have caused their respective Corporate Seals to be affixed hereto, all as of the date and year first above written.

ATTEST:

By: _____

Its: _____

Dated: _____, 2004

DEVELOPER:

FREEDOM DEVELOPMENT CORPORATION

By: _____

Name: Jeffrey R. Brown

Its: President

VILLAGE OF LOMBARD

ATTEST:

By: _____

Name: Barbara Johnson

Its: Deputy Village
Clerk

By: _____

Name: William J. Mueller

Its: President, Village of Lombard

Dated: _____, 2004

SCHEDULE OF EXHIBITS

EXHIBIT 1: Legal Description

EXHIBIT 2: Plan Commission Conditions of January 26, 2004

EXHIBIT 1

LEGAL DESCRIPTION

REGENCY ESTATES

PARCEL 1.

THE WEST 175.0 FEET OF THE WEST 206.50 FEET OF THE SOUTH 499.0 FEET OF THE NORTH 1497.0 FEET OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS LOT 18 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (HIGHLAND ROAD FARM) OF THE EAST ½ OF THE SOUTHWEST ¼; THE WEST ½ OF THE SOUTHEAST ¼ AND THE SOUTH 1332.0 FEET OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2.

LOT 17 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST ½ OF THE SOUTHWEST 1/4 , THE WEST ½ OF THE SOUTHEAST ¼ AND THE SOUTH 1332 FEET OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 06-20-306-014
PERMANENT INDEX NUMBER: 06-20-306-013

PROPERTY ADDRESS: 19 W 416 East 18TH Street and
312 East 18TH Street
Lombard, Illinois 60148

EXHIBIT 2

PLAN COMMISSION CONDITIONS OF APPROVAL JANUARY 26, 2004

1. The site shall be developed in substantial compliance with the submitted Final Plat of Subdivision prepared by ARC Design Resources, Inc., dated January 21, 2004.
2. Final Engineering shall be approved prior to consideration of the Final Plat of Subdivision by the Board of Trustees.
3. That the front yard building setbacks for Lots 6 through 9 of the proposed subdivision shall be as depicted as part of the petitioner's preliminary plat submittal.
4. That in order to provide of appropriately graded slopes for the proposed detention facility, Lots 13 and 14 be reserved for open space and detention purposes. The proposed detention facility shall be graded with at least three sides with not less than 3.1 slopes and shall be subject to the review and approval of the Director of Community Development.
5. That the petitioner shall fully improve 18th Street from the eastern end of the Subject Property to Stewart Avenue, consistent with the petitioner's submittal and the provisions of the Annexation Agreement for the Subject Property.
6. That the petitioner shall provide a solid 6-foot board-on-board fence along the western property line of the Subject Property.
7. That the petitioner shall provide tree plantings along the north and east property lines of the Subject Property.

ORDINANCE _____

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

(PC 04-04: 19W416 and 312 E. 18th Street (Regency Estates Subdivision))

(See also Ordinance No.(s) _____)

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

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

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

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

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

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

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located at 19W416 and 312 E. 18th Street, Lombard, Illinois containing 4.0 acres more or less and legally described as follows:

LOTS 17 AND 18 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE

Ordinance No. _____
Re: PC 04-04
Page 2

SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-20-306-013 and 014

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

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

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

Passed on first reading this ____ day of _____, 2004.

First reading waived by action of the Board of Trustees this ____ day of _____, 2004.

Passed on second reading this ____ day of _____, 2004.

Ayes: _____

Nayes: _____

Absent: _____

Approved this ____ day of _____, 2004.

Ordinance No. _____
Re: PC 04-04
Page 3

William J. Mueller, Village President

ATTEST:

Barbara A. Johnson, Deputy Village Clerk

ORDINANCE _____

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

(PC 04-04: 19W416 and 312 E. 18th Street (Regency Estates Subdivision))

(See also Ordinance Nos. _____)

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 R2 Single-Family District; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on January 26, 2004 pursuant to appropriate and legal notice; and,

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

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

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

SECTION 1: That Title 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 R 2 Single-Family Residence District.

Ordinance No. _____
Re: PC 04-04
Page 2

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located at 19W416 and 312 E. 18th Street, Lombard, Illinois containing 4.0 acres more or less and legally described as follows:

LOTS 17 AND 18 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-20-306-013 and 014

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 _____, 2004.

First reading waived by action of the Board of Trustees this _____ day of _____, 2004.

Passed on second reading this _____ day of _____, 2004.

Ayes: _____

Nayes: _____

Absent: _____

Ordinance No. _____
Re: PC 04-04
Page 3

Approved this _____ day of _____, 2004.

William J. Mueller, Village President

ATTEST:

Barbara A. Johnson, Deputy Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USE FOR
A PLANNED DEVELOPMENT WITH LOT WIDTH DEVIATIONS**

(PC 04-04: 19W416 and 312 E. 18th Street/Regency Estates Subdivision)

(See also Ordinance Nos. _____)

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 R2 Single-Family Residence District; and,

WHEREAS, an application has been filed requesting approval of a Conditional Use Planned Development to provide for the construction of a 13-lot detached single-family subdivision, commonly referred to as the Regency Estates Subdivision, on the property described in Section 2 below; and,

WHEREAS, said application also included deviations in the minimum lot width for Lots 6 through 9 within the proposed subdivision; and,

WHEREAS, public hearings on such application have been conducted by the Village of Lombard Plan Commission on January 26, 2004 pursuant to appropriate and legal notice; 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 for a Planned Development is hereby granted for the property described in Section 2 below, to provide for the construction of Highland Estates Subdivision, with minimum lot width deviations, as follows:

- a. For Lot 6 of the proposed subdivision, a reduction in the minimum lot width from sixty (60) feet to approximately forty-five (45) feet is hereby granted;
- b. For Lot 7 of the proposed subdivision, a reduction in the minimum lot width from from sixty (60) feet to approximately forty-three and one-half (43.5) feet is hereby granted;
- c. For Lot 8 of the proposed subdivision, a reduction in the minimum lot width from sixty (60) feet to forty-two and one-half (42.5) feet is hereby granted; and
- d. For Lot 9 of the proposed subdivision, a reduction in the minimum lot width from sixty (60) feet to forty-nine and one-half (49.5) feet is hereby granted.

SECTION 2: That this ordinance is limited and restricted to the property located at 19W416 and 312 E. 18th Street, Lombard, Illinois and legally described as follows:

LOTS 17 AND 18 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-20-306-013 and 014.

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

Ordinance No. _____

Re: PC 04-04

Page 3

1. The site shall be developed in substantial compliance with the submitted Final Plat of Subdivision prepared by Arc Design Resources, Inc., dated January 21, 2004.
2. Final Engineering shall be approved prior to consideration of the Final Plat of Subdivision by the Board of Trustees.
3. That the front yard building setbacks for Lots 6 through 9 of the proposed subdivision shall be as depicted as part of the petitioner's preliminary plat submittal.
4. That in order to provide of appropriately graded slopes for the proposed detention facility, Lots 13 and 14 be reserved for open space and detention purposes. The proposed detention facility shall be graded with at least three sides with not less than 3:1 slopes and shall be subject to the review and approval of the Director of Community Development.
5. That the petitioner shall fully improve 18th Street from the eastern end of the subject property to Stewart Avenue, consistent with the petitioner's submittal and the provisions of the annexation agreement for the subject property.
6. That the petitioner shall provide a solid 6-foot board-on-board fence along the western property line of the subject property.
7. That the petitioner shall provide a vegetation screen along the north and east property lines of the subject property.

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

Passed on first reading this ____ day of _____, 2004.

First reading waived by action of the Board of Trustees this ____ day of _____, 2004.

Passed on second reading this ____ day of _____, 2004.

Ordinance No. _____

Re: PC 04-04

Page 4

Ayes: _____

Nays: _____

Absent: _____

Approved this _____, day of _____, 2004.

William J. Mueller, Village President

ATTEST:

Barbara A. Johnson, Deputy Village Clerk

***ALTERNATIVE DRAFT ORDINANCE –
MODIFIES LANDSCAPING & SCREENING PROVISIONS ALONG
DEVELOPMENT PERIMETER***

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USE FOR
A PLANNED DEVELOPMENT WITH LOT WIDTH DEVIATIONS**

(PC 04-04: 19W416 and 312 E. 18th Street/Regency Estates Subdivision)

(See also Ordinance Nos. _____)

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 R2 Single-Family Residence District; and,

WHEREAS, an application has been filed requesting approval of a Conditional Use Planned Development to provide for the construction of a 13-lot detached single-family subdivision, commonly referred to as the Regency Estates Subdivision, on the property described in Section 2 below; and,

WHEREAS, said application also included deviations in the minimum lot width for Lots 6 through 9 within the proposed subdivision; and,

WHEREAS, public hearings on such application have been conducted by the Village of Lombard Plan Commission on January 26, 2004 pursuant to appropriate and legal notice; 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 for a Planned Development is hereby granted for the property described in Section 2 below, to provide for the construction of Highland Estates Subdivision, with minimum lot width deviations, as follows:

- a. For Lot 6 of the proposed subdivision, a reduction in the minimum lot width from sixty (60) feet to approximately forty-five (45) feet is hereby granted;
- b. For Lot 7 of the proposed subdivision, a reduction in the minimum lot width from from sixty (60) feet to approximately forty-three and one-half (43.5) feet is hereby granted;
- c. For Lot 8 of the proposed subdivision, a reduction in the minimum lot width from sixty (60) feet to forty-two and one-half (42.5) feet is hereby granted; and
- d. For Lot 9 of the proposed subdivision, a reduction in the minimum lot width from sixty (60) feet to forty-nine and one-half (49.5) feet is hereby granted.

SECTION 2: That this ordinance is limited and restricted to the property located at 19W416 and 312 E. 18th Street, Lombard, Illinois and legally described as follows:

LOTS 17 AND 18 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-20-306-013 and 014.

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

1. The site shall be developed in substantial compliance with the submitted Final Plat of Subdivision prepared by Arc Design Resources, Inc., dated January 21, 2004.
2. Final Engineering shall be approved prior to consideration of the Final Plat of Subdivision by the Board of Trustees.
3. That the front yard building setbacks for Lots 6 through 9 of the proposed subdivision shall be as depicted as part of the petitioner's preliminary plat submittal.
4. That in order to provide of appropriately graded slopes for the proposed detention facility, Lots 13 and 14 be reserved for open space and detention purposes. The proposed detention facility shall be graded with at least three sides with not less than 3:1 slopes and shall be subject to the review and approval of the Director of Community Development.
5. That the petitioner shall fully improve 18th Street from the eastern end of the subject property to Stewart Avenue, consistent with the petitioner's submittal and the provisions of the annexation agreement for the subject property.
- ~~6. That the petitioner shall provide a solid 6-foot board-on-board fence along the western property line of the subject property.~~
- ~~7. That the petitioner shall provide a vegetation screen along the north and east property lines of the subject property.~~
6. That the petitioner shall install an snow/construction fencing along the north, west and east perimeter of the subject property to prevent or minimize damage to the existing vegetation located along the perimeter of the subject property. Said fencing shall be located at least fifteen (15) off of the property line and shall remain in place until such time that all construction has been completed on the lot in which the fencing is erected.
7. That the petitioner shall provide additional landscaping, consisting of at least one tree every forty (40) feet along the north, west and east property lines. Deciduous trees shall be of at least a 2 ½ inch caliper and any coniferous trees shall be at least six (6) feet in height.

Ordinance No. _____
Re: PC 04-04
Page 4

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

Passed on first reading this ____ day of _____, 2004.

First reading waived by action of the Board of Trustees this ____ day of _____, 2004.

Passed on second reading this ____ day of _____, 2004.

Ayes: _____

Nays: _____

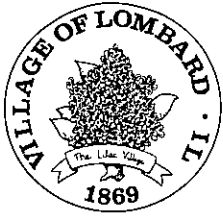
Absent: _____

Approved this _____, day of _____, 2004.

William J. Mueller, Village President

ATTEST:

Barbara A. Johnson, Deputy Village Clerk

WRL
3/11/04**MEMORANDUM**

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development

DATE: March 18, 2004

SUBJECT: PC 04-04: 19W416 and 312 E. 18th Street (Regency Estates Subdivision) – Development Options for Board Consideration

At the February 19, 2004 Village Board meeting, the Board tabled consideration of all actions associated with PC 04-04. This petition was also continued at the March 4, 2004 meeting. To address the concerns raised by the Board, staff met with the petitioner of the development to explore ways in which the concerns regarding the lot widths could be satisfactorily addressed. Through this discussion and review, staff offers two development options for Board consideration. Staff also provides the attached site plans for each of the options and offers commentary on each of the development plans.

Option 1 – Original Plan Presented to the Village Board

The original site plan as presented to the Village Board provided for a 12-lot single-family subdivision with a detention outlet. Staff and the Plan Commission supported this development option for the following reasons:

- The proposed detention facility would have 3:1 graded slopes on all sides. This design eliminates any retaining walls in close proximity to the existing house to the east, the proposed house to the north or the public rights-of-way.
- As part of the development project, the petitioner is proposing to fully improve 18th Street from Stewart Avenue to the Providence Subdivision. Village Code only requires full improvements for streets abutting the subject properties. Staff sees the development proposal as a substantial public improvement over and above what would ordinarily be required. All of 18th Street was incorporated into the Village in 1971 when the Anvan/DuPage Corporate Center properties south of 18th Street were annexed into the Village. Staff also notes that the Village will need to improve 18th Street in the near future – the developer's commitment to improve the street removes the Village's future obligation of approximately \$175,000 to reconstruct the street accordingly.
- The variation in lot width for the cul-de-sac lots is largely based upon the unique proposed development. The lots far exceed the zoning area requirements in that the lot width relief is the result of the petitioner's interest to maximize the area of that abut the existing Providence Subdivision. The need for the relief is based on the lot width included within the Zoning Ordinance (the narrowest point within the front yard setback). If one considers the average lot width of these property

far exceed Code. To ensure that the houses were not constructed too close to each other, the petitioner will meet Code requirements by setting the house foundations at least six feet off of the interior property line, and at least twelve feet from neighboring residences.

- If the Village Board is concerned about the amount of driveway pavement surface within the parkway in Option 1, the Board could condition their approval to limit to the maximum driveway width within the right-of-way to one driveway width (10 feet).

Option 2 – Modified Lots with Loss of 18th Street Improvements

In this option, the original cul-de-sac right-of-way, the roadway profile, sidewalks and utilities remain the same. However, to meet the minimum lot width requirements along the cul-de-sac, the lot lines are shifted through the project, which results in a loss of a buildable lot.

This option offers the following considerations:

- This design eliminates the need for lot width variations as each lot meets the width requirements of the R2 District.
- The shifting of lot lines would result in the loss of a lot. Detention would still be provided in an outlot at the southeast corner of the site.
- With this option, the developer has stated that the additional loss of a lot no longer makes the project viable. However, if improvements on 18th Street were no longer required to the west of the project site, then that could better compensate for the loss of the additional lot.
- The 18th Street public improvements are highly desirable for both the residents and the Village. Staff believes that the 18th Street improvements in front of the subject property should still be required (as these are improvements that are required by Code), but if the Board would like to ensure that all lots meet Code, the Board could remove the obligation of the developer to construct the public right-of-way improvements west of the subject property along 18th Street, as was originally proposed in the draft annexation Ordinance. The Village may have the opportunity to require these improvements if the property owner abutting this right-of-way segment requests annexation. However, there is no assurance that this will happen.

RECOMMENDATION

Staff believes that the original option provides the greatest flexibility for the developer, provides the Village with the greatest amount of public improvements and addresses the concerns addressed by the Providence Subdivision neighbors. However, if the Board decides not to reconsider this option and desires the loss of a buildable lot, the Board could approve Option 2.

If the Board decides to approve an 11-lot subdivision as depicted in Option 2, the Board can approve the first reading of the attached Annexation Agreement Ordinance (with an amended Annexation Agreement that depicts the changes from the last draft in underline or strikeout), the Annexation Ordinance, the map amendment Ordinance and the amended planned development Ordinance, which will also removes the requirement for the 18th Street improvements west of the subject property. Based on the actions of the Board at the March 18, 2004 meeting, the petitioner will finalize the referenced exhibits for consideration as part of the Second Reading of Ordinances.



**DESIGN
RESOURCES
INC.**

CIVIL ENGINEERING
LAND SURVEYING

1211 W. WINDY ROAD
MCKINNEY, TEXAS 75069
PHONE: (972) 444-1800
FAX: (972) 444-1801
www.arcresources.com

Project File Name: 03-1101111

PROJECT NAME

OWNER'S NAME

REGENCY ESTATES

Freedom Development
Corporation

Mr. Jeffrey R. Brown
(630) 842-3148 ph
(630) 953-0978 fax

CONSULTANTS

SEAL / SIGNATURE

Option 2

ISSUED FOR

DATE

NO. ITEM

DATE

REVISIONS

NO. ITEM

DATE

DESCRIPTION

DATE

BY

PROJECT NUMBER

03213

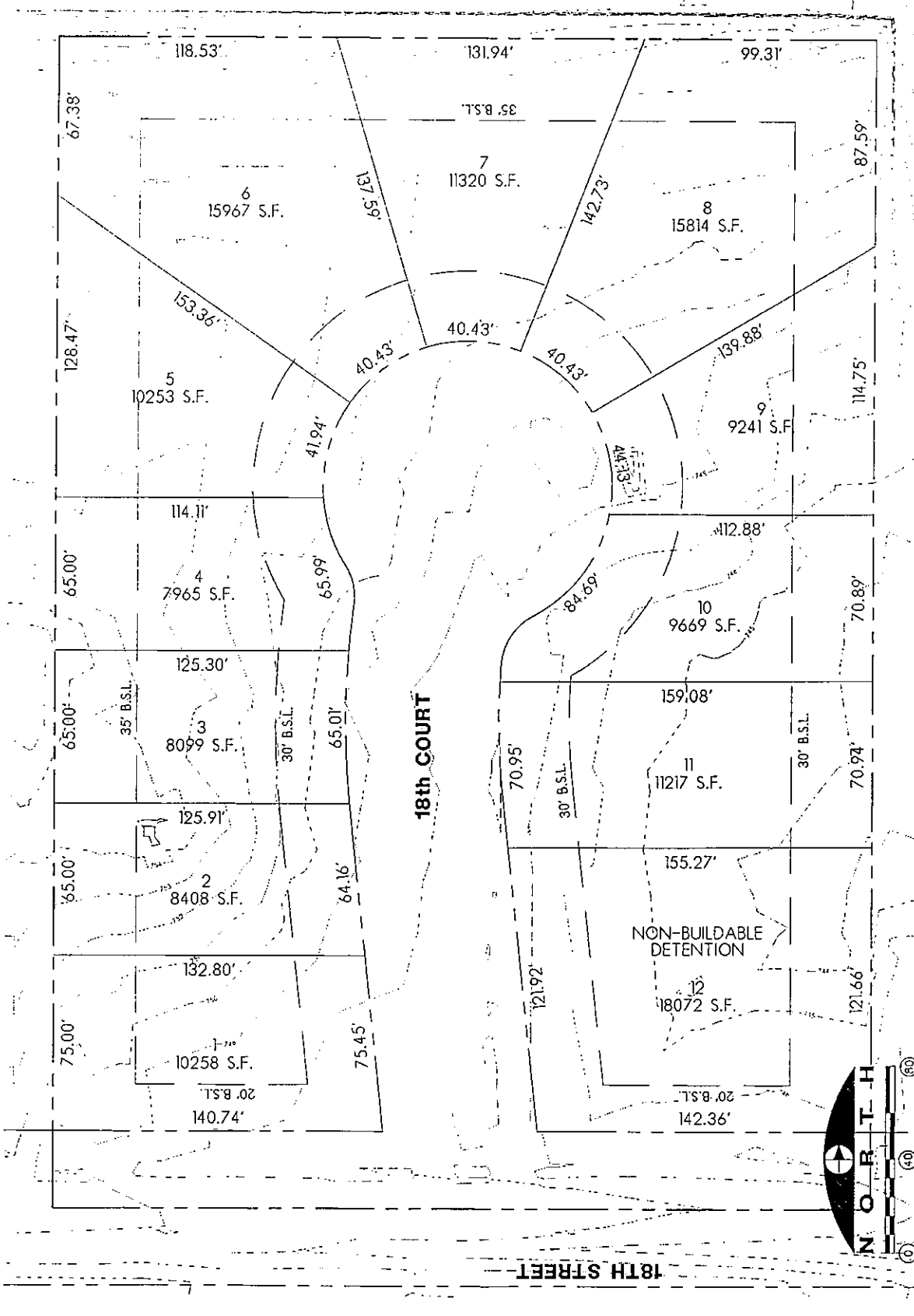
SHEET TITLE

REGENCY ESTATES

11 LOT CONCEPT

SHEET NUMBER

1 of 1



COPYRIGHT 2004

ORDINANCE _____

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

(PC 04-04: 19W416 and 312 E. 18th Street (Regency Estates Subdivision))

(See also Ordinance No.(s) _____)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property located at 19W416 and 312 E. 18th Street, 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 lots of record, which are the subject of said Agreement, are ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and,

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on February 19, 2004.

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

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

SECTION 2: This ordinance is limited and restricted to the property generally located at 19W416 and 312 E. 18th Street, Lombard, Illinois containing 4.0 acres more or less and legally described as follows:

LOTS 17 AND 18 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE

Ordinance No. _____

Re: PC 04-04

Page 2

SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-20-306-013 and 014

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 _____, 2004.

First reading waived by action of the Board of Trustees this ____ day of _____, 2004.

Passed on second reading this ____ day of _____, 2004.

Ayes: _____

Nayes: _____

Absent: _____

Approved this _____, day of _____, 2004.

William J. Mueller, Village President

ATTEST:

Barbara A. Johnson, Deputy Village Clerk

REGENCY ESTATES
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this _____ day of February, 2004, by and between the **VILLAGE OF LOMBARD**, a municipal corporation (hereinafter referred to as "Village"); **ANTONIO RENDINA, AS TRUSTEE OR HIS SUCCESSORS IN TRUST UNDER TRUST AGREEMENT DATED JUNE 28, 2001, F/B/O THE ANTONIO RENDINA FAMILY** and **MILLENNIUM TRUST COMPANY, LLC, SUCCESSOR TO INDEPENDENT TRUST CORPORATION, ORLAND PARK, ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 31, 1987 AND KNOWN AS TRUST NO. 20200**, (hereinafter collectively referred to as "Owner"); and **FREEDOM DEVELOPMENT CORPORATION**, an Illinois corporation (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 referred to as the "Subject Property"); and

WHEREAS, Developer proposes to develop the Subject Property; and

WHEREAS, the Subject Property is adjacent to and contiguous to the exiting corporate boundaries of the Village; and

WHEREAS, the Village desires to annex and the Owner and Developer desire to have the Subject Property annexed to the Village and each of the parties desires to obtain assurances from the other as to certain provisions of the zoning and other ordinances of the Village for the Subject Property when 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 approximate four-acre parcel of land and there are no electors residing thereon; and

WHEREAS, all owners of record of the Subject Property have signed a Petition for Annexation of the Subject Property to the Village, which Petition is hereinafter referred to as the "Annexation Petition"; and

WHEREAS, an application has heretofore been filed with the Village Clerk for Zoning of the Subject Property as R2 Single Family Residence District; and

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

WHEREAS, a public hearing was held on January 26, 2004, for the purpose of considering whether the Subject Property should be rezoned, upon its annexation, from the R-1 Single Family

Residence District to the R-2 Single Family Residence District under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code hereinafter the "Zoning Ordinance") with a conditional use for a planned development, and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") its findings of fact and recommendations with respect to said application; and

WHEREAS, public hearings on this Annexation Agreement ("Agreement") were held by the Corporate Authorities on February 19, 2004; and

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

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

WHEREAS, the Corporate Authorities of the Village and the Owner and 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 by the 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 Developer desires to have the Subject Property rezoned to the R-2 Single Family Residence District under the Zoning Ordinance.

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth, the sufficiency of which is acknowledged by all parties, the parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The Village, Owner and Developer agree that the foregoing recitals 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 and made a part hereof. To the extent that any exhibit attached

hereto and made a part of this document is labeled as preliminary, the final documents shall be in substantial compliance with the preliminary documents attached hereto and subsequent to final approval by the Village.

3. **ANNEXATION.** Subject to the provisions of 65 ILCS 5/7-1-1 *et sequitur*, as soon as reasonably practical after the Developer shall acquire the Subject Property, the parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village. The parties shall cause such annexation to be effected pursuant to the provisions of 65 ILCS 5/7-1-8. In the event the Subject Property is not acquired by Developer on or before the date which is one hundred eighty (180) days after the date of execution hereof, and notification is not provided to the Village stating that the Developer has acquired ownership title to the Subject Property within two hundred (200) days after the date of execution hereof, this Agreement and the Development Agreement shall become null and void and shall be of no further force and effect and the parties shall have no further liability to each other.

4. **ZONING.** Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the entire Subject Property from the R-1 Single Family Residence District to the R-2 Single Family Residence District. In addition, the Corporate Authorities agree to approve a conditional use for planned development, with the following lot deviations:

- A. ~~For Lot 6, reduce the minimum lot width from sixty (60) feet to approximately forty five (45) feet;~~
- B. ~~For Lot 7, reduce the minimum lot width from sixty (60) feet to forty three and one half (43.5) feet;~~
- C. ~~For Lot 8, reduce the minimum lot width from sixty (60) feet to forty two and one half (42.5) feet; and~~
- D. ~~For Lot 9, reduce the minimum lot width from sixty (60) feet to forty nine and one half (49.5) feet.~~

5. **SITE PLAN APPROVAL.** The Developer shall develop the Subject Property in full compliance with the Site Plan entitled "Regency Estates", prepared by ARC Design Resources, Inc., as last revised on ~~February 3, 2004~~ March 10, 2004 (the "Site Plan") and the plans and specifications, prepared by ARC Design Resources, Inc., as last revised on February 3, 2004 (the "Plans and Specifications"), attached hereto as **EXHIBIT B** and made part hereof, both subject to changes based upon final engineering. In addition, the Subject Property shall be landscaped in full compliance with the landscape plan attached hereto as **EXHIBIT C** and made part hereof and entitled "Landscape Plan" (hereinafter the "Landscape Plan") prepared by ARC Design Resources, Inc. as last revised on February 3, 2004.

Furthermore, the use and development of the subject property shall be subject to the following additional requirements:

- A. 18th Street shall be improved by the Developer to a fully improved right-of-way ~~abutting from the eastern boundary of the Subject Property, West until it meets the improved portion of 18th Street at Stewart Avenue. For purposes hereof "improved" shall mean installation of pavement, curb and gutter, street lights in accordance with the Village Code, sidewalks on the north side (only) of 18th Street, storm sewers and necessary landscaping.~~ The Village represents and warrants to the Owner and the Developer that electricity for the street lights for 18th Street and for Regency Court can be obtained through the existing controller located on the property owned by DuPage Medical Center, at no cost to Developer or Owner.

- B. The Developer shall take the necessary steps, at such time as directed by the Village, to landscape the Subject Property with parkway trees planted at the ratio of one (1) for each forty feet (40') of frontage. ~~This requirement shall extend to the right of way to be dedicated to the Village for the length of the newly constructed portion of 18th Street from Stewart Avenue to LaLonde Avenue (including around the detention outlot) and within the cul-de-sac street.~~

- C. Any obligations of current Owners as set forth herein (including but not limited to all financial obligations imposed on the current Owner) shall become the sole responsibility of the Developer as of the closing of Developer's contemplated purchase of the Subject Property from the current Owner, provided the said transaction closes. Upon such closing, the current Owner shall be automatically released from compliance with such obligations to the Village, and the subsequent owner, whether the Developer or another entity, shall be responsible to fulfill all of the Owner's obligations.

6. **PLAT OF SUBDIVISION.** The Village agrees to approve a preliminary and final plat of subdivision of the Subject Property substantially in conformance of the plat attached hereto as **EXHIBIT D**, and made part hereof.

7. **WATER UTILITIES.**

- A. Village represents and warrants to Developer as follows:
 - (1) That it owns and operates a water distribution system within the Village.
 - (2) That the Village 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 areas in the Village being provided with water by the Village in terms of quantity, pressure, quality and cost.

- B. Owner and Developer, at their own expense shall install water main

extensions in accordance with the Subdivision and Development Ordinance and substantially in compliance with the Plans and Specifications. The parties agree that Owner and Developer shall pay all Village water connection charges (at the lowest rate applicable to single-family residential properties in the Village at the time of connection.)

- C. Owner and Developer shall grant or dedicate all easements reasonably required by the Village for the construction of the necessary water main extensions serving the Subject Property.

8. SANITARY SEWER FACILITIES.

- A. Village represents and warrants to Developer as follows:

- (1) That it owns and operates a sanitary sewer system within the Village.
- (2) That the Village system has sufficient capacity to provide and will provide sanitary sewer service to the Subject Property, such service to be substantially the same as provided to other residential areas in the Village being provided with sanitary sewer by the Village.

- B. Owner and Developer, at their own expense, shall install sanitary sewer extensions necessary to serve the Subject Property in accordance with the Plans and Specifications. The parties agree Owner and Developer shall pay all Village sanitary sewer connection charges (at the lowest rate applicable to single family residential properties in the Village at the time of connection.)

- C. Owner and Developer shall grant or dedicate all easements reasonably required by the Village for the construction of the necessary sanitary sewer extensions serving the Subject Property.

9. STORM DRAINAGE FACILITIES.

- A. Storm drainage facilities, and retention and/or detention areas (hereinafter, the “Storm Drainage Facilities”) shall be provided and constructed and paid for by Owner and Developer substantially in accordance with the Plans and Specifications on Lots 13 and 14 within the Subdivision. The area within the right-of-way of 18th Street shall be excluded from any calculation of the required Storm Drainage Facilities capacity, since that roadway improvement is less than one (1 acre of additional impervious area per DuPage County Division of Transportation guidelines.

In addition, the Storm Drainage Facilities shall be maintained by the Owner and Developer and/or any subsequent lot owners. Such Storm Drainage Facilities shall be maintained by the Owner and Developer during the course

of development, and thereafter shall be maintained by either the Owner and Developer or by the subsequent owner(s), all in accordance with a Declaration of Covenants to be recorded on the Subject Property, which Declaration of Covenants shall provide the Village with the right, but not the duty, to go upon any portion of the Subject Property to maintain and/or repair or replace such Storm Drainage Facilities if they are not suitably maintained so that they remain fully operational, and if the Village takes, after written notice to the Owner, in its reasonable discretion, any such action, such Declaration of Covenants shall provide that any such owner(s) or the Owner and/or Developer shall immediately upon demand reimburse the Village for all reasonable expenses incurred by the Village against the particular portion of the Subject Property, and if not promptly paid, the Declaration of Covenants shall provide the Village the right to record a lien for any such unpaid expenses against the Subject Property or any portion thereof, and to foreclose on any such lien. Prior written notice shall not be required in emergency situations. In regard to the Storm Drainage Facilities, provisions specified by the Village's Director of Community Development shall be set forth on the final Plat of Subdivision and in a Declaration of Covenants to be recorded relative to the Subject Property, with said Declaration of Covenants clearly indicating that the following language cannot be amended or deleted from said Declaration of Covenants, without the prior written consent of the Village.

- B. The East side of the detention basin shall have a four (4)-foot high board-on-board cedar fence installed along the entire length of the property line for the safety of the adjacent property owner. No fence shall be required if the wall is revised to an earthen slope.

10. **UNDERGROUND UTILITIES.** All electrical, telephone, cable television and natural gas distribution facilities installed by Owner/Developer, except electrical transformers and meters for natural gas and electricity, shall be installed underground or located within buildings.

11. **DEVELOPMENT AGREEMENT.** Once the Developer has acquired ownership title to the Subject Property and assumes the rights and responsibilities of the Owner, the Owner/Developer agrees to enter into a Development Agreement governing development of the Subject Property, which shall be substantially in the form as set forth in **EXHIBIT F**, attached hereto and incorporated herein.

12. **CABLE TELEVISION.** The Owner and/or Developer shall provide necessary easements for cable television service as set forth in **EXHIBIT D**.

13. **EASEMENTS.** Owner and/or Developer shall provide all easements as depicted on **EXHIBIT D** and as required by final engineering plans.

14. **CONTRIBUTIONS.** There shall be no requirement for Owner and/or Developer to make any contributions to elementary school, middle school, high school, park, library or other

service districts.

15. **SPECIAL ASSESSMENTS.** The Village agrees that no special assessments or special service area shall be made applicable to the Subject Property during the first three (3) years of this Agreement, without the prior written consent of the Owner.

16. **FEES.** In consideration of the impact of the development of Subject Property on the Village, and in consideration of water mains, sanitary sewer mains and storm sewer mains previously installed by the Village to assist in the serving of the Subject Property with water and sewers, Owner and Developer agree to pay all applicable permit (including, but not limited to building permit) and utility connection fees as required by Village Ordinances at the time of application for the respective permits. The parties agree that all such fees and charges shall be at the lowest rate applicable to single family residential properties in the Village at the time of permit issuance.

17. **REASONABLENESS OF FEES AND CHARGES.** The parties agree that the 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 Developer has 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 Village Engineer, the Village shall accept said public improvements subject to the two (2) year maintenance guaranty provisions of the Subdivision and Development Ordinance.

19. ***RESERVED***

20. **FINAL ENGINEERING APPROVAL.** 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 the Owner and Developer in accordance with final engineering plans approved by the Director of Community Development.

21. **ANNEXATION TO LOMBARD PARK DISTRICT.** The Owner and Developer agree to petition the Lombard Park District to have the Subject Property annexed to the Lombard Park District upon its annexation to the Village.

22. **GENERAL PROVISIONS.**

- A. **Notices.** Notice or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village or
Corporate Authorities:

President and Board of Trustees
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

With Copies to:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Director of Community Development
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Thomas P. Bayer
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606

If to the Owner:

c/o Antonio Rendina
173 Saddlebrook Drive
Oak Brook, Illinois 60523

With a Copy to:

Louis V. Pavone
Loss, Pavone & Orel
1920 South Highland Avenue
Suite 333
Lombard, Illinois 60148

If to the Developer:

Jeffrey R. Brown
Freedom Development Corp.
P. O. Box 6150
Villa Park, Illinois 60181

With a Copy to:

Richard Heidecke
Heidecke Law Offices
720 Enterprise Drive
Oak Brook, Illinois 60523

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

B. Continuity of Obligations.

- (1) The provisions of this Agreement, except as to various covenants running with the land and the obligation to provide such and the further exception set forth below in this subsection, obligating Owner and Developer, shall not be binding upon the successors in title to the Owner and/or Developer who have purchased individual dwellings or improved individual lots as the ultimate consumers thereof (namely the individuals who actually own and reside in the houses to be built on said lots). The provisions of this Agreement shall be binding, however, on any builders who purchase any of the lots for eventual resale to the ultimate consumers thereof. Notwithstanding the foregoing, the provisions relating to Storm Drainage Facilities in Section 9 shall be binding on the ultimate consumers and any builders and shall be considered and are hereby declared as covenants running with the land.
- (2) In the event of any sale or conveyance by Owner and/or Developer of the Subject Property or any portion thereof, excluding any sale or conveyance by Owner or Developer of any individual dwellings or individual residential lots while Owner or Developer is acting in the regular course of its business of a developer selling or transferring such dwellings or improved lots to the ultimate consumers thereof, Owner and/or Developer shall notify the Village in writing, within thirty (30) working days after the closing of such sale or conveyance, of any and all successors in title to all or any portion of the Subject Property. Such written notice shall include identification of the names(s) of such successor(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance or real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection 22B.
- (3) Upon the condition that the requirements of this subsection 22B have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner and/or Developer's successors in any manner in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality. In the event that the requirements of this subsection 22B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner and Developer's successors in any manner in title until such time as Owner or Developer has given the Village the notice required by this subsection.

- (4) Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Owner and/or Developer in accordance with subsection 22B(3) above, the Owner and Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner and/or Developer by this Agreement until such obligations have been fully performed or until Village, in the exercise of its reasonable discretion, has otherwise released Owner and/or Developer from any and all such obligations.
- (5) Except as otherwise provided in this subsection 22B, all the terms and conditions of this Agreement shall constitute covenants running with the land.
- C. **Court Contest.** In the event the annexation of the Subject Property, the classification of the Subject Property for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period mentioned in subsection 22T below.
- D. **Remedies.** The Village and 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 thirty (30) 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. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.
- E. **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 Developer.
- F. **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 22F) to the Village or other governmental authority under this Agreement (hereinafter referred to as "Grantee" in this subsection 22F) shall be made in conformance with the

following requirements and any other applicable provisions of this Agreement.

- a. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.
- b. Merchantable Title. Title shall be good and marketable.
- c. 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 purpose for which it is conveyed, dedicated or donated;
 - (b) terms of this Agreement;
 - (c) general taxes for the year in which the deed, conveyance of dedication is delivered or made and for the prior year of the amount of the prior year's taxes is not determined at the time of delivery, conveyance or dedication; and
 - (d) such other exceptions acceptable to the Grantee.
- d. 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:
 - (a) the usual and customary standard exceptions contained therein;
 - (b) taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication; and
 - (c) such other exceptions as are acceptable to the Grantee.

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 Owner and Developer.

- e. 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 and Grantee, if other than the Village, against any loss or expense, including but not limited to attorney's fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.
 - f. 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 Grantee, otherwise at a date, time and place set by Grantee not less than thirty (30) days nor more than forty-five (45) days after notice thereof is given by Grantee to Grantor.
- G. **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.
- H. **Survival of Representation.** Each of the parties agrees that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.
- I. **Captions and Paragraph Headings.** The captions and paragraph headings used herein are for convenience only and are not part of this Agreement and shall not be used in construing it.

J. Reimbursement to Village for Legal and Other Fees and Expenses.

- a. To the 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 Agreement and the annexation and zoning of the Subject Property; and
 - (c) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.
- b. From and After Effective Date of Agreement. Except as provided in this subsection upon demand by Village made by and through its Director of Community Development, Owner and/or Developer from time to time shall promptly reimburse Village for all reasonable expenses and cost incurred by Village in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Owner and/or Developer upon its request, by a sworn statement of the Village; and such mutually agreed upon 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 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 Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
- (b) If the Village, in its reasonable discretion, determines there is, or may probably be, a conflict of interest between Village and Owner and/or Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner and/or Developer shall reimburse the Village, from time to time on written demand from the Director of Community Development and notice of the amount due, for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Owner and/or Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner and/or Developer all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith (and any appeal thereof). Owner or Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner or Developer.

K. **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 property 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.

L. **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.

- M. **Recording.** A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Owner and Developer.
- N. **Authorization to Execute.** The officers of Owner and Developer executing this Agreement warrant that they have been lawfully authorized by Owner's and Developer's respective Boards of Directors to execute this Agreement on behalf of said Owner and Developer. The President and Deputy Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The 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.
- O. **Amendment.** This Agreement sets forth all promises, inducements, agreements, conditions and understandings between the Owner and 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.
- P. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.
- Q. **Conflict Between the Text and Exhibits.** In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.
- R. **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.
- S. **Execution of Agreement.** This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he/she signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.
- T. **Terms of Agreement.** This Agreement shall be in full force and effect for a term of twenty (20) years from and after date of execution of this Agreement.

T. **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.

23. RECAPTURE OF 18TH STREET CONSTRUCTION COSTS. The parties recognize hereto that the Owner/Developer is obligated to fully improve 18th Street from Stewart Avenue to a point perpendicular with the Subject Property. Pursuant to Section 154.307 of the Subdivision Ordinance, the Village shall allow for a recapture agreement for public improvements in compliance with 65 ILCS 5/9-5-1. Owner/Developer and Village will enter into a Recapture Agreement under the terms of which Owner/Developer shall be entitled to recapture a portion of its costs concurrent with the subsequent development of properties adjacent to the portion of 18th Street which was improved by Owner/Developer, as identified in **EXHIBIT E** “the Recapture Agreement”. Once the actual costs of construction are known for the 18th Street improvements, the Village shall enter into a recapture agreement with the Owner/Developer, with the dollar amount based upon the following formula:

$$\frac{\begin{array}{l} 18^{\text{th}} \text{ Street Frontage} \\ \text{(expressed in feet) for} \\ \text{Parcel to be newly Annexed} \end{array}}{\begin{array}{l} \text{Total Number of Feet of} \\ 18^{\text{th}} \text{ Street Improved by} \\ \text{Developer} \end{array}} \times \begin{array}{l} \text{Cost of Improvement of} \\ 18^{\text{th}} \text{ Street as} \\ \text{Certified by Developer's Engineer} \end{array}$$

Increased by a factor of ____% per annum, not cumulative, until paid.

For purposes hereof, the “Cost of Improvement of 18th Street” shall be defined as all of the Developer’s Costs expended in compliance with Paragraph 5A hereof. A notice of this Right of Recapture shall be recorded against each of the three (3) parcels situated west of the Subject Property, at the expense of the Developer. The foregoing right of recapture shall be waived with respect to any of the three (3) parcels in question in the event the Developer, or any affiliate of the Developer, acquires title to such parcel.

24. **CURB CUTS.**

- A. The Village hereby agrees that the Developer may, irrespective of Village ordinances regarding frontage, construct driveways (with corresponding curb cuts) on each lot in the subdivision of the Subject Property having a width not to exceed twenty (20) feet.
- B. The Village agrees that Lot 1 in the subdivision of the Subject Property may have one curb cut, of a width not to exceed twenty (20) feet onto 18th Street.

{THIS SPACE INTENTIONALLY LEFT BLANK—SIGNATURE PAGE TO FOLLOW}

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

ATTEST:

By: _____
Name: Barbara Johnson
Its: Deputy Village Clerk

By: _____
Name: William J., Mueller
Its: President, Village of Lombard

Dated: _____, 2004

DEVELOPER:

FREEDOM DEVELOPMENT CORPORATION

ATTEST:

By: _____
Its: _____

By: _____
Name: Jeffrey R. Brown
Its: President

Dated: _____, 2004

OWNER:

ANTONIO RENDINA, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 28, 2001 FOR THE BENEFIT OF THE ANTONIO RENDINA FAMILY

ATTEST:

By: _____
Its: _____

By: _____
Name: Antonio Redina
Its: Trustee, as aforesaid

Dated: _____, 2004

MILLENNIUM TRUST COMPANY, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 31, 1987 AND KNOWN AS TRUST NUMBER 20200

ATTEST:

By: _____
Its: _____

By: _____
Name: _____
Its: _____

Dated: _____, 2004

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that **WILLIAM J. MUELLER**, personally known to me to be the President of the Village of Lombard, and **BARBARA A. JOHNSON**, personally known to me to be the Deputy 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 of _____, 2004 in person and severally acknowledged that as such President and Deputy 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 _____ day of _____, 2004.

{SEAL}

Notary Public
Print Name: _____
My Commission Expires: _____

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 **ANTONIO RENDINA, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 28, 2001 FOR THE BENEFIT OF THE ANTONIO RENDINA FAMILY**, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this _____ day of _____, 2004 in person and acknowledged that he signed and delivered the said instrument, as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2004.

{SEAL}

Notary Public
Print Name: _____
My Commission Expires: _____

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 _____ and _____ personally known to me to be the _____ and _____ of **MILLENNIUM TRUST COMPANY, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 31, 1987 AND KNOWN AS TRUST NUMBER 20200**, appeared before me this _____ day of _____, 2004 in person and severally acknowledged that they signed and delivered the said instrument, as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2004.

{SEAL}

Notary Public
Print Name: _____
My Commission Expires: _____

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 **JEFFREY R. BROWN** and _____ personally known to me to be the President and Secretary of **FREEDOM DEVELOPMENT CORPORATION, AN ILLINOIS CORPORATION**, appeared before me this ____ day of _____, 2004 in person and severally acknowledged that they signed and delivered the said instrument, as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2004.

{SEAL}

Notary Public
Print Name: _____
My Commission Expires: _____

SCHEDULE OF EXHIBITS

- EXHIBIT A: Legal Description
- EXHIBIT B: Site Plan and Plans & Specifications
- EXHIBIT C: Landscape Plan
- EXHIBIT D: Preliminary Plat of Subdivision
- EXHIBIT E: *Intentionally Deleted*
- EXHIBIT F: Preliminary Development Agreement

EXHIBIT A

LEGAL DESCRIPTION

REGENCY ESTATES

PARCEL 1.

THE WEST 175.0 FEET OF THE WEST 206.50 FEET OF THE SOUTH 499.0 FEET OF THE NORTH 1497.0 FEET OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS LOT 18 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (HIGHLAND ROAD FARM) OF THE EAST ½ OF THE SOUTHWEST ¼; THE WEST ½ OF THE SOUTHEAST ¼ AND THE SOUTH 1332.0 FEET OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2.

LOT 17 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST ½ OF THE SOUTHWEST ¼, THE WEST ½ OF THE SOUTHEAST ¼ AND THE SOUTH 1332 FEET OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 06-20-306-014
PERMANENT INDEX NUMBER: 06-20-306-013

PROPERTY ADDRESS: 19 W 416 East 18TH Street and
312 East 18TH Street
Lombard, Illinois 60148

EXHIBIT B

Site Plan and Plans & Specifications

EXHIBIT C
Landscape Plan

EXHIBIT D

Preliminary Plat of Subdivision

EXHIBIT E

RECAPTURE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the VILLAGE OF LOMBARD, a municipal corporation of the County of DuPage, in the State of Illinois (hereinafter referred to as "VILLAGE'S and _____, a _____ (hereinafter referred to as "DEVELOPER";

WITNESSETH

WHEREAS, the VILLAGE owns and operates a sanitary sewer collection system, storm water system, and water distribution system; and,

WHEREAS, the VILLAGE has jurisdiction over the construction, maintenance and repair of local streets and traffic control; and,

WHEREAS, the DEVELOPER is the owner of the following described property (hereinafter referred to as ("SUBJECT SITE")):

P.I.N.:

Commonly known as:

and

WHEREAS, the DEVELOPER intends to develop/has developed the SUBJECT SITE in accordance with its zoning classification under the VILLAGE'S Zoning Ordinance for _____ uses; and,

WHEREAS, the DEVELOPER intends to construct/has constructed the following public utilities relative to the development of the SUBJECT PROPERTY: _____

(hereinafter referred to as the "PUBLIC UTILITY IMPROVEMENTS"); and,

WHEREAS, all of the aforesaid construction will be carried out/has been carried out and completed in strict compliance with all VILLAGE ordinances and codes, and plans, and specifications approved by the VILLAGE; and,

Exhibit E
Form Recapture Agreement
(Continued)

WHEREAS, the cost for the aforesaid PUBLIC UTILITY IMPROVEMENTS is estimated to be/was \$ _____, which estimated cost/final cost has been reviewed and approved by the VILLAGE; and,

WHEREAS, the construction of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the DEVELOPER will, in addition to benefiting the SUBJECT SITE, also benefit the property located at _____ if and when said property is developed; and,

WHEREAS, the DEVELOPER should be reimbursed by the owners of said benefited property if and when it is developed; and,

WHEREAS, the DEVELOPER agrees to convey the title to all of the aforesaid PUBLIC UTILITY IMPROVEMENTS to the VILLAGE by a legally proper Bill of Sale;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and agreements herein contained, including, but not limited to, the construction of the aforesaid PUBLIC UTILITY IMPROVEMENTS, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That DEVELOPER will, at its sole expense, complete the construction of all the aforesaid PUBLIC UTILITY IMPROVEMENTS in conformance with the plans and specifications prepared by _____, dated the _____ day of _____, 20 __, and approved by the VILLAGE.

2. Upon acceptance of all of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the VILLAGE, the DEVELOPER shall convey to the VILLAGE, by a legally proper Bill of Sale, all of said PUBLIC UTILITY IMPROVEMENTS and appurtenances incidental thereto. Such conveyance shall be free and clear of all liens or encumbrances relative to said improvements. Upon acceptance of said PUBLIC UTILITY IMPROVEMENTS by the VILLAGE, the VILLAGE shall have complete control thereof including the determination of all future use and connections thereto, and shall be responsible for the operation, maintenance, repair and replacement of said PUBLIC UTILITY IMPROVEMENTS.

Exhibit E
Recapture Agreement
(Continued)

3. DEVELOPER'S estimated/actual costs for said PUBLIC UTILITY IMPROVEMENTS is made up of the following:

1. Water Main Construction	\$ _____
2. Storm Sewer Construction	\$ _____
3. Sanitary Sewer Construction	\$ _____
4. Roadway Construction	\$ _____
5. Traffic Signal Construction	\$ _____
6. Construction of Traffic Related Improvements	\$ _____
7. Engineering and Inspection Fees	\$ _____
TOTAL	\$ _____

The VILLAGE agrees to reimburse DEVELOPER for a portion of said total amount not to exceed \$ _____, said \$ _____ to be payable by the VILLAGE to the DEVELOPER solely and exclusively from collections from the owners of the property described on Exhibit "A", attached hereto and made part hereof, which will be benefited by the construction of said PUBLIC UTILITY IMPROVEMENTS by DEVELOPER if and when said property is developed (hereinafter the "BENEFITED PROPERTY"). The amounts to be collected in relation to each individual parcel, tract or lot shall be as set forth on Exhibit "A".

Said \$ _____ is to be collected by the VILLAGE from the owner(s) of said BENEFITED PROPERTY if and when said owner(s) apply to the VILLAGE for a building permit to develop said BENEFITED PROPERTY, or any portion thereof, or at such time as said owner(s) seek to connect to the storm and sanitary sewers and/or watermain constructed by DEVELOPER.

4. It is further understood and agreed to that under no circumstances will the General Fund of the VILLAGE be in any way obligated for said amount to be reimbursed to DEVELOPER, nor shall the VILLAGE be liable for its failure or neglect to collect said \$ _____ from the owner(s) of the BENEFITED PROPERTY described in Exhibit "A". The VILLAGE is only obligated to pay DEVELOPER from those funds the VILLAGE actually collects from the owner(s) of said BENEFITED PROPERTY.

5. This Agreement shall remain in full force and effect until the _____ day of _____, _____; after said date the BENEFITED PROPERTY set forth in Exhibit "A" shall no longer be liable for payment of the \$ _____.

Recapture Agreement
(Continued)

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, that DEVELOPER shall not assign its interests under this Agreement without the prior written consent of the VILLAGE.

7. The VILLAGE is hereby authorized to record this Agreement with the Recorder of Deeds of DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed in duplicate by their duly authorized representatives all on the day and year first above written, pursuant to a proper resolution of the respective governing body of each party hereto.

VILLAGE OF LOMBARD

By: _____
Village President

(Corporate Seal)

ATTEST:

Village Clerk

DEVELOPER

By: _____

(Corporate Seal)

ATTEST:

Secretary

ORDINANCE _____

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

(PC 04-04: 19W416 and 312 E. 18th Street (Regency Estates Subdivision))

(See also Ordinance No.(s) _____)

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

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

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

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

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

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

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located at 19W416 and 312 E. 18th Street, Lombard, Illinois containing 4.0 acres more or less and legally described as follows:

LOTS 17 AND 18 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE

Ordinance No. _____
Re: PC 04-04
Page 2

SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-20-306-013 and 014

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

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

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

Passed on first reading this _____ day of _____, 2004.

First reading waived by action of the Board of Trustees this _____ day of _____, 2004.

Passed on second reading this _____ day of _____, 2004.

Ayes: _____

Nayes: _____

Absent: _____

Approved this _____ day of _____, 2004.

Ordinance No. _____
Re: PC 04-04
Page 3

William J. Mueller, Village President

ATTEST:

Barbara A. Johnson, Deputy Village Clerk

ORDINANCE _____

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

(PC 04-04: 19W416 and 312 E. 18th Street (Regency Estates Subdivision))

(See also Ordinance Nos. _____)

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 R2 Single-Family District; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on January 26, 2004 pursuant to appropriate and legal notice; and,

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

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

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

SECTION 1: That Title XV, Chapter 155 of the Code of Lombard, Illinois, otherwise known as the Lombard Zoning Ordinance, be and is hereby amended so as to

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rezone the property described in Section 2 hereof from the R-1 Single-Family Residence District to the R-2 Single-Family Residence District.

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located at 19W416 and 312 E. 18th Street, Lombard, Illinois containing 4.0 acres more or less and legally described as follows:

LOTS 17 AND 18 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-20-306-013 and 014

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 _____, 2004.

First reading waived by action of the Board of Trustees this _____ day of _____, 2004.

Passed on second reading this _____ day of _____, 2004.

Ayes: _____

Nayes: _____

Ordinance No. _____
Re: PC 04-04
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Absent: _____

Approved this _____ day of _____, 2004.

William J. Mueller, Village President

ATTEST:

Barbara A. Johnson, Deputy Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A CONDITIONAL USE FOR
A PLANNED DEVELOPMENT
IN THE R2 SINGLE FAMILY RESIDENCE DISTRICT**

(PC 04-04: 19W416 and 312 E. 18th Street/Regency Estates Subdivision)

(See also Ordinance Nos. _____)

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 R2 Single-Family Residence District; and,

WHEREAS, an application has been filed requesting approval of a Conditional Use Planned Development to provide for the construction of a detached single-family subdivision with a detention outlot, commonly referred to as the Regency Estates Subdivision, on the property described in Section 2 below; and,

WHEREAS, said application also included deviations in the minimum lot width for Lots 6 through 9 within the proposed subdivision; and,

WHEREAS, public hearings on such application have been conducted by the Village of Lombard Plan Commission on January 26, 2004 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission transmits its finding recommending approval of the petition, subject to conditions ; and,

WHEREAS, the President and Board of Trustees of the Village of Lombard have reviewed the request and concur with the recommendations of the Plan Commission, only in part; and

WHEREAS, the President and Board of Trustees of the Village of Lombard tabled consideration of the petitioners request at the February 19, 2004 meeting so that the petitioner can redesign the proposed subdivision per the underlying bulk regulations of the R2 Single-Family Residence District, which will result of a buildable lot within the proposed subdivision; and

WHEREAS, the petitioner has filed a new plan for the Subject Property that creates eleven buildble lots, one detention facility and meets the underlying provisions of R2 Single-Family Residence District bulk requirements; 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, to provide for the construction of the Regency Estates Subdivision.

SECTION 2: That this ordinance is limited and restricted to the property located at 19W416 and 312 E. 18th Street, Lombard, Illinois and legally described as follows:

LOTS 17 AND 18 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF

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RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-20-306-013 and 014.

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

1. The site shall be developed in substantial compliance with the submitted Final Plat of Subdivision prepared by Arc Design Resources, Inc., updated March 10, 2004.
2. Final Engineering shall be approved prior to consideration of the Final Plat of Subdivision by the Board of Trustees.
3. That the front yard building setbacks for Lots 6 through 9 of the proposed subdivision shall be as depicted as part of the petitioner's preliminary plat submittal.
4. That in order to provide of appropriately graded slopes for the proposed detention facility, Lots 13 and 14 be reserved for open space and detention purposes. The proposed detention facility shall be graded with at least three sides with not less than 3:1 slopes and shall be subject to the review and approval of the Director of Community Development.
5. That the petitioner shall fully improve 18th Street abutting the Subject Property.
6. That the petitioner shall provide a solid 6-foot board-on-board fence along the western property line of the subject property.
7. That the petitioner shall provide a vegetation screen along the north and east property lines of the subject property.

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

Ordinance No. _____

Re: PC 04-04

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Passed on first reading this _____ day of _____, 2004.

First reading waived by action of the Board of Trustees this _____ day of _____, 2004.

Passed on second reading this _____ day of _____, 2004.

Ayes: _____

Nayes: _____

Absent: _____

Approved this _____, day of _____, 2004.

William J. Mueller, Village President

ATTEST:

Barbara A. Johnson, Deputy Village Clerk