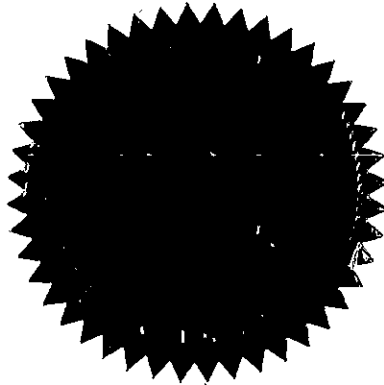


ORDINANCE 5646  
5647  
5648  
5649  
5650


PAMPHLET

ORDINANCES AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT, ANNEXING OF TERRITORY, REZONING, CONDITIONAL  
USE AND A VARIATION TO OPEN SPACE REQUIREMENTS

7, 11, AND 105 EAST 17<sup>TH</sup> STREET, 19W723 17<sup>TH</sup> STREET, THE NORTH 70 FEET OF 6  
AND 10 EAST 20<sup>TH</sup> STREET AND THE SOUTH 296 FEET OF 1710 SOUTH HIGHLAND  
AVENUE  
YORKSHIRE WOODS SUBDIVISION



PUBLISHED IN PAMPHLET FORM THIS 24<sup>th</sup> DAY OF May, 2005  
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,  
DUPAGE COUNTY, ILLINOIS.

  
\_\_\_\_\_  
Brigitte O'Brien  
Village Clerk

**ORDINANCE 5650**

**AN ORDINANCE AMENDING ORDINANCES NO. 4358 AND 4869  
FOR AN EXISTING RELIGIOUS INSTITUTION AND ITS RELATED USES  
WITH A VARIATION TO OPEN SPACE REQUIREMENTS,  
LOCATED IN AN R1 SINGLE FAMILY RESIDENCE DISTRICT**

(PC 05-09: 1710 South Highland Avenue (Congregation Etz Chaim)

5646  
(See also Ordinance No.(s) 5647, 5648 & 5649 )

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

WHEREAS, an application has heretofore been filed requesting an amendment to an existing Conditional Use (Ordinances 4358 and 4869) amending the legal description and the companion boundaries of the approved conditional use for an existing religious institution and its related accessory uses located in an R1 Single-Family Residence District; and,

WHEREAS, said application also requests a variation from Section 155.406 (H) of the Zoning Ordinance requiring a minimum of 50% of the lot area as open space.

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on April 18, 2005, 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 amendment to the existing conditional use described herein; and,

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

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

SECTION 1: That Ordinance 4358, adopted September 4, 1997 is hereby amended to allow for a parking lot expansion for an existing religious institution and its related accessory uses located in an R1 Single-Family Residence District; and

SECTION 2: That this ordinance is limited and restricted to the property generally located at 109 East 17<sup>th</sup> Street, Lombard, Illinois, and legally described as follows:

THAT PART OF LOT 1 AS SHOWN ON THE ETZ CHAIM PLAT OF CONSOLIDATION RECORDED SEPTEMBER 10, 2002 AS DOCUMENT R2002-233574 BEING A SUBDIVISION OF PART OF TRACT 6 AND TRACT 35 IN FREDERICK H. BARTLETT'S HILDALE FARMS, LYING NORTH OF THE FOLLOWING DESCRIBED LINE. BEGINNING AT THE NORTHEAST CORNER OF TRACT 34 N FRED'K H. BARTLETT'S HILLSIDE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 02 DEGREES 29 MINUTES 31 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 34, A DISTANCE OF 336.44 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 16 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 131.97 FEET TO THE EAST LINE OF SAID LOT 1, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Numbers: 06-20-301-035

SECTION 3: That the ordinance be granted subject to compliance with the following condition:

1. That the petitioner/property owner shall preserve a minimum of 40% of the lot area as open space.

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 5th day of May, 2005.

Ordinance No. 5650  
Re: PC 05-09 Etz Chaim Amendment  
Page 3

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2005.


Passed on second reading this 19<sup>th</sup> day of May, 2005.

Ayes: Trustees Gron, Tross, O'Brien, Sebby, Florey and Soderstrom

Nayes: None

Absent: None

Approved this 19<sup>th</sup> day of May, 2005.

  
William J. Mueller, Village President

ATTEST:

  
Brigitte O'Brien, Village Clerk

**ORDINANCE NO. 5649**

**AN ORDINANCE GRANTING A CONDITIONAL USE FOR  
A PLANNED DEVELOPMENT WITH VARIATIONS TO THE SUBDIVISION  
AND DEVELOPMENT ORDINANCE**

(PC 05-09: 7, 11, and 105 East 17<sup>th</sup> Street, 19W723 17<sup>th</sup> Street, and the north 70 feet of 6 and 10 East 20<sup>th</sup> Street and the south 296 feet of 1710 South Highland Avenue (Yorkshire Woods Subdivision))

(See also Ordinance No.(s) ~~5647, 5648 & 5650~~ <sup>5646</sup> )

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 25-lot detached single-family subdivision, commonly referred to as the Yorkshire Woods Subdivision, on the property described in Section 2 below; and,

WHEREAS, said application also includes a variation from Section 154.503 (I) of the Lombard Subdivision and Development Ordinance to allow for the maximum length of cul-de-sac streets serving a maximum of 25 dwelling units to be greater than 660 feet; and a variation from Section 154.503 (J) (2) allowing for a street jog with a center-line offset of less than two-hundred (200) feet; and

WHEREAS, public hearings on such application have been conducted by the Village of Lombard Plan Commission on April 18, 2005 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 Yorkshire Woods, with the following variations from the Subdivision Ordinance, as follows:

- a. A variation from Section 154.503 (I) to allow for the maximum length of cul-de-sac streets serving a maximum of 25 dwelling units to be greater than 660 feet; and
- b. A variation from Section 154.503 (J) (2) allowing for a street jog with a center-line offset of less than two-hundred (200) feet

SECTION 2: That this ordinance is limited and restricted to the property located at 7, 11, and 105 East 17<sup>th</sup> Street, 19W723 17<sup>th</sup> Street, the north 70 feet of 6 and 10 East 20<sup>th</sup> Street and the south 296 feet of 1710 South Highland Avenue, Lombard, Illinois and legally described as follows:

LOTS 31 THROUGH 34 AND THE NORTH 70.00 FEET (AS MEASURED IN RIGHT ANGLES), OF LOTS 27 AND 28 IN FREDERICK H. BARTLETT'S HILLSDALE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19 TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DUPAGE COUNTY, ILLINOIS.

ALSO, THAT PART OF LOT 1 AS SHOWN ON THE ETZ CHAIM PLAT OF CONSOLIDATION RECORDED SEPTEMBER 10, 2002 AS DOCUMENT R2002-233574 BEING A SUBDIVISION OF PART OF TRACT 6 AND TRACT 35 IN FREDERICK H. BARTLETT'S HILLSDALE FARMS, LYING SOUTH OF THE

FOLLOWING DESCRIBED LINE. BEGINNING AT THE NORTHEAST CORNER OF TRACT 34 N FRED'K H. BARTLETT'S HILLSIDE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 02 DEGREES 29 MINUTES 31 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 34, A DISTANCE OF 336.44 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 16 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 131.97 FEET TO THE EAST LINE OF SAID LOT 1, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Numbers: 06-20-301-006 through 009, 015, 016 and part of 035

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

1. That the petitioner shall develop the facility essentially in accordance with the plans prepared by Spaceco, Inc., dated March 8, 2005 and revised April 11, 2005; the Preliminary Engineering Plan, prepared by Spaceco, Inc., dated March 16, 2005 and the Preliminary Landscape Plan, prepared by Gary R. Weber Associates, Inc., dated March 16, 2005, except as amended by the conditions of approval.
2. That the petitioner shall satisfactorily address the IDRC comments included within the IDRC staff report.
3. That all relief associated with this petition shall be contingent upon the Village Board approving the annexation/development agreement for the proposed property.
4. That final engineering shall be approved prior to consideration of the Final Plat of Subdivision by the Board of Trustees.
5. That the petitioner/developer shall place the following covenants on proposed Lots 1 through 4.
  - a. That driveway access to 17th Street shall be prohibited;

- b. That the proposed berm along the north side of the properties shall not be altered, modified or removed without approval of the Village of Lombard;
  - c. That any landscape plantings proposed for the landscape berm shall not be relocated or removed. In the event that any plant materials die, the property owner shall replace the dead materials with new plant materials of a similar species; and
  - d. Any fencing erected within the landscape berm area shall be constructed of wrought iron and shall not exceed four feet (4') in height.
6. That the development shall be developed consistent with all Codes of the Village.

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 5th day of May, 2005.

First reading waived by action of the Board of Trustees this \_\_\_\_ day of \_\_\_\_\_, 2005.

Passed on second reading this 19th day of May, 2005.

Ayes: Trustees Gron, Tross, O'Brien, Sebby, Florey and Soderstrom

Nays: None

Absent: None

Approved this 19th day of May, 2005.

  
William J. Mueller, Village President

ATTEST:

  
Brigitte O'Brien, Village Clerk



**ORDINANCE** 5648

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

(PC 05-09: 7, 11, and 105 East 17<sup>th</sup> Street, 19W723 17<sup>th</sup> Street, and the north 70 feet of 6 and 10 East 20<sup>th</sup> Street and the south 296 feet of 1710 South Highland Avenue (Yorkshire Woods Subdivision))

(See also Ordinance No.(s) <sup>5646</sup>5647, 5649 & 5650 )

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 the 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 April 18, 2005 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 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 generally located at 7, 11, and 105 East 17<sup>th</sup> Street, 19W723 17<sup>th</sup> Street, the north 70 feet of 6 and 10 East 20<sup>th</sup> Street and the south 296 feet of 1710 South Highland Avenue, Lombard, Illinois and legally described as follows:

LOTS 31 THROUGH 34 AND THE NORTH 70.00 FEET (AS MEASURED IN RIGHT ANGLES), OF LOTS 27 AND 28 IN FREDERICK H. BARTLETT'S HILLSDALE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19 TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DUPAGE COUNTY, ILLINOIS.

ALSO, THAT PART OF LOT 1 AS SHOWN ON THE ETZ CHAIM PLAT OF CONSOLIDATION RECORDED SEPTEMBER 10, 2002 AS DOCUMENT R2002-233574 BEING A SUBDIVISION OF PART OF TRACT 6 AND TRACT 35 IN FREDERICK H. BARTLETT'S HILLSDALE FARMS, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE. BEGINNING AT THE NORTHEAST CORNER OF TRACT 34 N FRED'K H. BARTLETT'S HILLSIDE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 02 DEGREES 29 MINUTES 31 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 34, A DISTANCE OF 336.44 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 16 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 131.97 FEET TO THE EAST LINE OF SAID LOT 1, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Numbers: 06-20-301-006 through 009, 015, 016 and part of 035

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 5th day of May, 2005.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2005.


Passed on second reading this 19th day of May, 2005.

Ayes: Trustees Gron, Tross, O'Brien, Sebby, Florey and Soderstrom

Nays: None

Absent: None

Approved this 19th day of May, 2005.

  
William J. Mueller, Village President

ATTEST:

  
Brigitte O'Brien, Village Clerk

**ORDINANCE 5647**

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

(PC 05-09: 7, 11, and 105 East 17<sup>th</sup> Street, 19W723 17<sup>th</sup> Street, and the north 70 feet of 6 and 10 East 20<sup>th</sup> Street (Yorkshire Woods Subdivision))

(See also Ordinance No.(s) 5646, 5648, 5649 & 5650 )

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 7, 11, and 105 East 17<sup>th</sup> Street, 19W723 17<sup>th</sup> Street, and the north 70 feet of 6

and 10 East 20<sup>th</sup> Street, Lombard, Illinois containing 8.0 acres more or less and legally described as follows:

LOTS 31 THROUGH 34 AND THE NORTH 70.00 FEET (AS MEASURED IN RIGHT ANGLES), OF LOTS 27 AND 28 IN FREDERICK H. BARTLETT'S HILLSDALE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19 TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Numbers: 06-20-301-006 through 009, 015, 016

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 5th day of May, 2005.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Passed on second reading this 19th day of May, 2005.


Ayes: Trustees Gron, Tross, O'Brien, Sebby, Florey and Soderstrom

Ordinance No. 5647  
Re: PC 05-09 Annexation  
Page 3


Nayes: None

Absent: None

Approved this 19<sup>th</sup> day of May, 2005.

  
\_\_\_\_\_  
William J. Mueller, Village President

ATTEST:

  
\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

**ORDINANCE 5646**

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

(PC 05-09: 7, 11, and 105 East 17<sup>th</sup> Street, 19W723 17<sup>th</sup> Street,  
the north 70 feet of 6 and 10 East 20<sup>th</sup> Street  
and the south 296 feet of 1710 South Highland Avenue  
(Yorkshire Woods Subdivision))

See also Ordinance No.(s) 5647, 5648, 5649 & 5650

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 properties located at 7, 11, and 105 East 17<sup>th</sup> Street, 19W723 17<sup>th</sup> Street, the north 70 feet of 6 and 10 East 20<sup>th</sup> Street and the south 296 feet of 1710 South Highland Avenue, 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 May 4, 2005.

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 7, 11, and 105 East 17<sup>th</sup> Street, 19W723 17<sup>th</sup> Street, the north 70 feet of 6 and 10 East 20<sup>th</sup> Street and the south 296 feet of 1710 South Highland Avenue, Lombard, Illinois containing 8.9 acres more or less and legally described as follows:

LOTS 31 THROUGH 34 AND THE NORTH 70.00 FEET (AS MEASURED IN RIGHT ANGLES), OF LOTS 27 AND 28 IN FREDERICK H. BARTLETT'S HILLSDALE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19 TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DUPAGE COUNTY, ILLINOIS.

ALSO, THAT PART OF LOT 1 AS SHOWN ON THE ETZ CHAIM PLAT OF CONSOLIDATION RECORDED SEPTEMBER 10, 2002 AS DOCUMENT R2002-233574 BEING A SUBDIVISION OF PART OF TRACT 6 AND TRACT 35 IN FREDERICK H. BARTLETT'S HILLDALE FARMS, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE. BEGINNING AT THE NORTHEAST CORNER OF TRACT 34 N FRED'K H. BARTLETT'S HILLSIDE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 02 DEGREES 29 MINUTES 31 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 34, A DISTANCE OF 336.44 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 16 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 131.97 FEET TO THE EAST LINE OF SAID LOT 1, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Numbers: 06-20-301-006 through 009, 015, 016 and part of 035

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 \_\_\_\_\_, 2005.

First reading waived by action of the Board of Trustees this 19<sup>th</sup> day of May, 2005.

Passed on second reading this 19<sup>th</sup> day of May, 2005.

President Mueller,  
Ayes: Trustees Gron, Tross, O'Brien, Sebby, Florey and Soderstrom

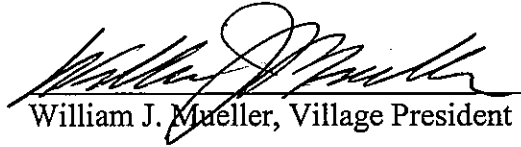


Ordinance No. 5646  
Re: PC 05-09 Annexation Agreement  
Page 3

Nayes: None

Absent: None

Approved this 19th, day of May, 2005.

  
William J. Mueller, Village President

ATTEST:

  
Brigitte O'Brien, Village Clerk

Space above reserved for Recorder's use

**ANNEXATION AGREEMENT DATED 5/19, 2005  
FOR  
YORKSHIRE WOODS SUBDIVISION, LOMBARD, IL**

Parcel No.: 06-20-301-006 through 009, 015, 016 and part of 035

Common Address: 7, 11, and 105 East 17<sup>th</sup> Street, 19W723 17<sup>th</sup> Street, 6 and 10  
East 20<sup>th</sup> Street and 1710 South Highland Avenue, Lombard, Illinois 60148

**AFTER RECORDING RETURN TO:**

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

**YORKSHIRE WOODS  
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this 19th day of May, 2005, by and between the **VILLAGE OF LOMBARD**, a municipal corporation (hereinafter referred to as "Village"); ~~the~~ Gerardi of Gerardi & Sons Development, Inc. (hereinafter collectively referred to as "Owner"); and Gerardi & Sons Development, Inc., 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**, Developer also proposes to include a tract of land legally described in **EXHIBIT B**, attached hereto and made a part hereof (hereinafter referred to as the "Etz Chaim Detention Property") previously annexed into the Corporate limits of the Village; and

**WHEREAS**, Developer proposes to develop the Etz Chaim Detention Property along with the Subject Property (hereinafter cumulatively referred to as the "Subdivision Property" and legally described as **EXHIBIT C** attached hereto and made a part hereof); and

**WHEREAS**, the Subject Property is adjacent to and contiguous to the existing 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 Subdivision Property when the Subject Property 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

9 **WHEREAS**, the Subject Property is an approximate 8-acre parcel of land and there are electors residing thereon; and

**WHEREAS**, the Subdivision Property is an approximate 8.98-acre parcel of land; and

**WHEREAS**, all owners of record and at least 51 percent of the electors of the Subdivision 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 with a conditional use for a planned development with variations; and

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

**WHEREAS**, a public hearing was held on April 18, 2005, 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, with variations to the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code, hereinafter referred to as the "Subdivision Ordinance") for the Subdivision Property, 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**, a public hearing on this Annexation Agreement ("Agreement") was held by the Corporate Authorities on May 5, 2005; 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 the Subdivision Ordinance, such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

**WHEREAS**, the Corporate Authorities of the Village and the Owner 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 Subdivision 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 Subdivision Property in accordance with this Agreement comply with the Comprehensive Plan of the Village.

**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 SUBDIVISION PROPERTY.** Village, Owner and Developer agree that the Subdivision 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 subdivision plat 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 that fee title to 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 fee 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 a planned development in relation to the Subdivision Property, with the following variations to the Subdivision Ordinance:

- A. A variation from Section 154.503 (I) to allow for the maximum length of cul-de-sac streets serving a maximum of twenty-five (25) dwelling units to be greater than six hundred sixty (660) feet; and
- B. A variation from Section 154.503 (J) (2) allowing for a street jog with a center-line offset of less than two-hundred (200) feet.

5. **SITE PLAN APPROVAL.** The Developer shall develop the Subdivision Property in full compliance with the Site Plan entitled "Yorkshire Woods", prepared by Spaceco, Inc., as last revised on, April 11, 2005 (the "Site Plan") and the plans and specifications, prepared by Spaceco, Inc., dated March 16, 2005 (the "Plans and Specifications"), attached hereto as **EXHIBIT D** and made part hereof, both subject to changes based upon final engineering. In addition, the Subdivision Property shall be landscaped in full compliance with the landscape plan attached hereto as **EXHIBIT E** and made part hereof and entitled "Landscape Plan" (hereinafter the "Landscape Plan"). Said landscape plan shall be amended to incorporate any additional planting modifications as required by the Village as part of final engineering review and approval and as conditioned within the Ordinance approving the requested planned development.

6. **PLAT OF SUBDIVISION.** The Village agrees to approve a preliminary and final plat of subdivision of the Subdivision Property substantially in conformance of the plat attached hereto as **EXHIBIT F,** 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 Subdivision Property, such service to be substantially the same as provided to other single-family 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 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 Subdivision 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 Subdivision Property, such service to be substantially the same as provided to other single-family 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 Subdivision 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 Subdivision 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 within the Subdivision.

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 Subdivision Property, which Declaration of Covenants shall provide the Village with the right, but not the duty, to go upon any portion of the Storm Drainage Facilities 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 ninety (90) day written notice to the Owner and Developer, 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 Subdivision 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 Subdivision 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 Subdivision Property, with said Declaration of Covenants clearly indicating that the language cannot be amended or deleted from said Declaration of Covenants, without the prior written consent of the Village.

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 fee title to the Subdivision Property and assumes the rights and responsibilities of the Owner, the Owner/Developer agrees to enter into a Development Agreement governing development of the

Subdivision Property, which shall be substantially in the form as set forth in EXHIBIT G, attached hereto and incorporated herein.

12. **EASEMENTS.** Owner and/or Developer shall provide all easements for public utilities and drainage as depicted on EXHIBIT F and as required by final engineering plans.

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

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. **CONSENT TO CREATION OF A SPECIAL ASSESSMENT OR SPECIAL SERVICE AREA:** Owner and Developer agree that they will not object to the creation of a Special Assessment or Special Service Area incorporating the Subject Property with respect to the construction of any public improvements affecting the area of the Subject Property which may become necessary at a future date. The assessment formula for any such future Special Assessment(s) or Special Service Area(s) shall be determined as required by law, taking into account the relative benefit to the Subject Property as a result of the public improvements constructed.

16. **FEES.** In consideration of the impact of the development of the Subdivision 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 Subdivision 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.

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 Subdivision Property.

18. **DEDICATION OF PUBLIC IMPROVEMENTS.** When Developer has completed all required public improvements, in accordance with the Village's Subdivision 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 Ordinance.

19. **FINAL ENGINEERING APPROVAL.** All public improvements required to be constructed hereunder or under the Subdivision 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.

20. **REMOVAL OF STREET IMPROVEMENTS.** In the event that the properties immediately south of the Subdivision Property redevelop as single family residences, with public



access thereto being provided from the Subdivision Property, the Village agrees to not require Owner and Developer shall not be required to pay for the costs of removal of any surplus asphalt or curbing within the right-of-way immediately east of Lot 18 of the Subdivision Property.

**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. Fire District:** By operation of law and in accordance with Illinois Compiled Statutes Chapter 70, Section 705/20, the Subject Property shall be disconnected from the Glenbard Fire Protection District at no cost to the Village. The Village agrees to cooperate with the Developer in the disconnection. The Developer agrees to be responsible for the disconnection and shall reimburse the Village for any funds expended by the Village, including, but not limited to any legal fees and litigation costs, relative thereto.

**23. RESTRICTIONS ON LOTS 1 THROUGH 4.**

The following development restrictions shall be placed as covenants running with the land in regard to on Lots 1 through 4 of the proposed subdivision of the Subdivision Property, and shall appear on the plat of subdivision that is recorded relative to the subdivision of the Subdivision Property:

- A. Driveway access to 17<sup>th</sup> Street shall be prohibited;
- B. The landscape berm along the north side of the properties shall not be altered, modified or removed without the approval of the Village;
- C. Any landscape plantings proposed for the aforementioned landscape berm shall not be relocated or removed without approval of the Village. In the event that any plant materials die, the respective property owner shall replace the dead materials with new plant materials of a similar species; and
- D. Any fencing erected within the aforementioned landscape berm shall be constructed of wrought iron and shall not exceed four feet (4') in height.

**24. DISCLOSURE OF DEVELOPER**

The Developer, in amassing the proposed Subdivision Property, negotiated a post possession agreement with the owner of one of the acquired properties, to-wit: Gerald M. Rader, the owner of 7 E. 17<sup>th</sup> Street, Lombard, IL.

Pursuant to the purchase agreement for the Rader property, the Developer has agreed to allow Rader to remain in possession of his residence for up to eleven (11) months after the closing of the purchase of said property. Rader understands that the Developer shall be performing various construction tasks during the period he continues to occupy the residence after closing. Rader has agreed to waive any and all damage to his property, temporary interruption of utility services and ingress or egress from the property caused by the construction tasks.

**25.**  
**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/Developer:                      Gerardi & Sons Development  
   170 Alexandra Way  
   Carol Stream, IL 60188

With a Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.**

(2) 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.

- (3) In the event of any sale or conveyance by Owner and/or Developer of the Subdivision 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 Subdivision 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 25B.
- (4) Upon the condition that the requirements of this subsection 25B 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.
- (5) 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 Subdivision Property by Owner and/or Developer in

accordance with subsection 25B(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.

- (6) Except as otherwise provided in this subsection 25B, 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 25T 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 Subdivision 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 25F) to the Village or other governmental authority under this Agreement (hereinafter referred to as "Grantee" in this subsection 25F) shall be made in conformance with the following requirements and any other applicable provisions of this Agreement.

1. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.
2. Merchantable Title. Title shall be good and marketable.
3. Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication or appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:
  - (a) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the 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.
4. Title Insurance. Grantor shall provide to Grantee, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from the Chicago Title Insurance Company or such other title insurance company acceptable to the Grantee. The commitment for title insurance shall be in usual and customary form subject only to:
  - (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.

5. Taxes, Liens, Assessments, Etc. General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Grantor hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village 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.
  6. Delivery of Deed, Conveyance or Dedication. To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to Grantor and 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 Subdivision 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.**
1. 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 Subdivision 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.
2. 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.

3. 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.

- 4. 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 Clerk of the Village hereby warrant that they have been lawfully authorized by the Corporate Authorities 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.
- U. **Venue.** The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

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

VILLAGE OF LOMBARD

ATTEST:

By: [Signature]  
Village President

[Signature]  
Village Clerk

DATED: May 19, 2005

DEVELOPER:

ATTEST:

By: [Signature]  
Its [Signature]

\_\_\_\_\_  
Its \_\_\_\_\_

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

OWNER

ATTEST:

By: [Signature]  
Its [Signature]

\_\_\_\_\_  
Its \_\_\_\_\_

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

**ACKNOWLEDGMENTS**

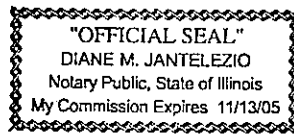
STATE OF ILLINOIS )  
  ) SS  
COUNTY OF DUPAGE )

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

GIVEN under my hand and official seal, this 19<sup>th</sup> day of May, 2005.

Commission expires 11/13, 2005.

Diane M. Jantelezio  
Notary Public

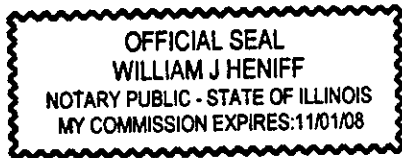


STATE OF ILLINOIS    )  
  ) SS.  
COUNTY OF Waukegan County

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Victor Gerardi of Gerardi & Sons Development, Inc., personally known to me to be respectively the Owner of the Subject Property at \_\_\_\_\_, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Owner, he signed and delivered the said instrument as Owner of the Subject Property.

Given under my hand and seal this 2nd day of September, 2005.

William J Heniff  
Notary Public

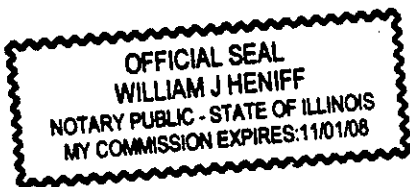


STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that Victor Gerardi personally known to me to be the President and Secretary of **GERARDI & SONS DEVELOPMENT CORPORATION, AN ILLINOIS CORPORATION**, appeared before me this 2nd day of September, 2005 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 2nd day of September, 2005.

{SEAL}



William J. Heniff  
Notary Public  
Print Name: William J. Heniff  
My Commission Expires: 11-1-08

## SCHEDULE OF EXHIBITS

- EXHIBIT A: Legal Description of Subject Property
- EXHIBIT B: Legal Description of Etz Chaim Detention Property
- EXHIBIT C: Legal Description of Subdivision Property
- EXHIBIT D: Site Plan and Plans & Specifications
- EXHIBIT E: Landscape Plan
- EXHIBIT F: Preliminary Plat of Subdivision
- EXHIBIT G: Preliminary Development Agreement

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

LOTS 31 THROUGH 34 AND THE NORTH 70.00 FEET (AS MEASURED IN RIGHT ANGLES), OF LOTS 27 AND 28 IN FREDERICK H. BARTLETT'S HILLSDALE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19 TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 06-20-301-006 through 009, 015, 016

PROPERTY ADDRESS: 7, 11, and 105 East 17<sup>th</sup> Street, 19W723 17<sup>th</sup> Street, 6 and 10 East 20<sup>th</sup> Street, Lombard, Illinois 60148

**EXHIBIT B**

**LEGAL DESCRIPTION ETZ CHAIM DETENTION PROPERTY**

THAT PART OF LOT 1 AS SHOWN ON THE ETZ CHAIM PLAT OF CONSOLIDATION RECORDED SEPTEMBER 10, 2002 AS DOCUMENT R2002-233574 BEING A SUBDIVISION OF PART OF TRACT 6 AND TRACT 35 IN FREDERICK H. BARTLETT'S HILLDALE FARMS, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE. BEGINNING AT THE NORTHEAST CORNER OF TRACT 34 N FRED'K H. BARTLETT'S HILLSIDE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 02 DEGREES 29 MINUTES 31 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 34, A DISTANCE OF 336.44 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 16 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 131.97 FEET TO THE EAST LINE OF SAID LOT 1, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 06-20-301-035 part of

PROPERTY ADDRESS: 1710 South Highland Avenue, Lombard, Illinois 60148



**EXHIBIT C**

**LEGAL DESCRIPTION OF SUBDIVISION PROPERTY**

LOTS 31 THROUGH 34 AND THE NORTH 70.00 FEET (AS MEASURED IN RIGHT ANGLES), OF LOTS 27 AND 28 IN FREDERICK H. BARTLETT'S HILLSDALE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19 TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DUPAGE COUNTY, ILLINOIS.

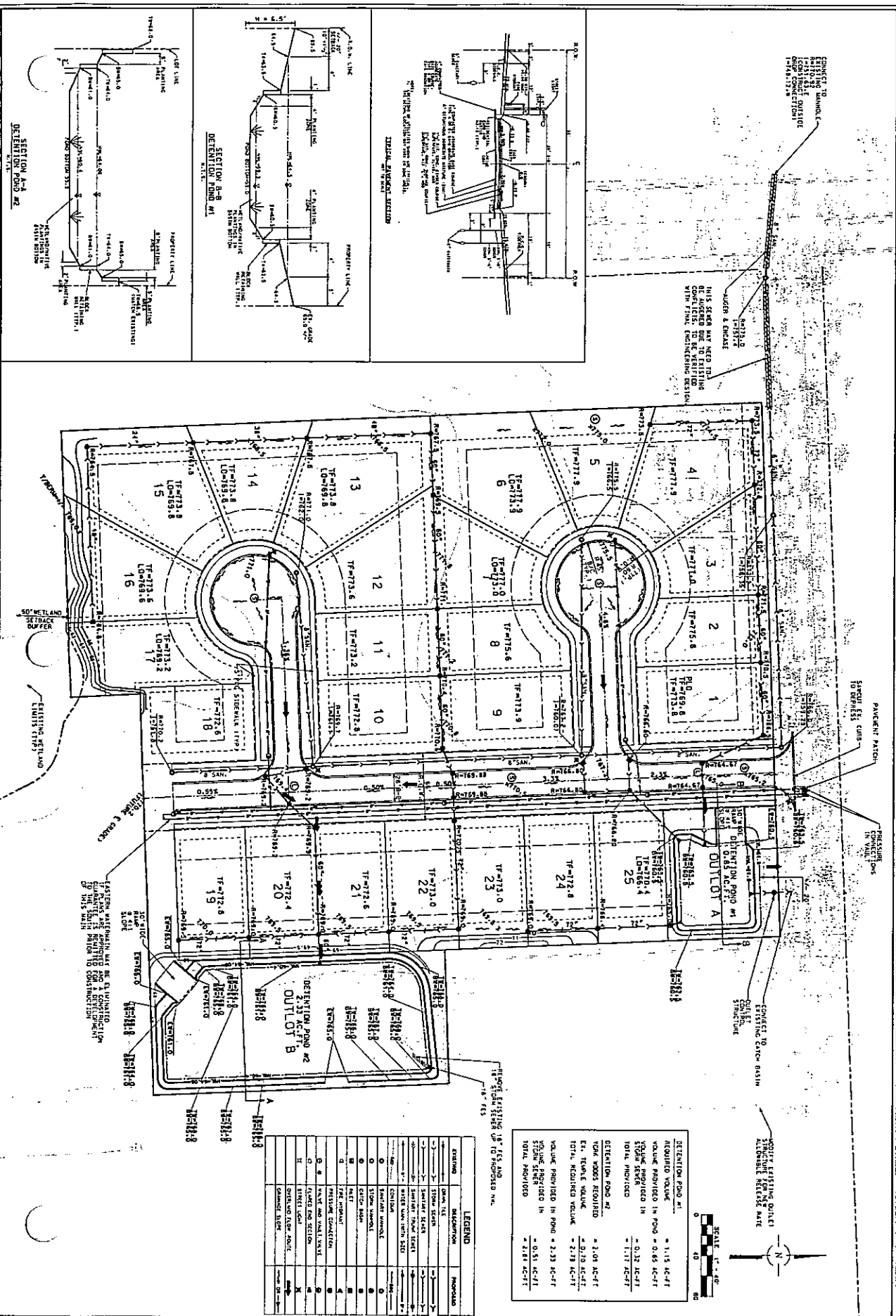
ALSO, THAT PART OF LOT 1 AS SHOWN ON THE ETZ CHAIM PLAT OF CONSOLIDATION RECORDED SEPTEMBER 10, 2002 AS DOCUMENT R2002-233574 BEING A SUBDIVISION OF PART OF TRACT 6 AND TRACT 35 IN FREDERICK H. BARTLETT'S HILLSDALE FARMS, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE. BEGINNING AT THE NORTHEAST CORNER OF TRACT 34 N FRED'K H. BARTLETT'S HILLSIDE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 02 DEGREES 29 MINUTES 31 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 34, A DISTANCE OF 336.44 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 16 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 131.97 FEET TO THE EAST LINE OF SAID LOT 1, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 06-20-301-006 through 009, 015, 016 and part of 035

PROPERTY ADDRESS: 7, 11, and 105 East 17<sup>th</sup> Street, 19W723 17<sup>th</sup> Street, 6 and 10 East 20<sup>th</sup> Street and 1710 South Highland Avenue, Lombard, Illinois 60148

**EXHIBIT D**

**Site Plan and Plans & Specifications**



CONCRETE DETENTION POND #1 SHALL BE CONSTRUCTED OUTSIDE THE LOT BOUNDARIES.

THIS SEWER MAY BE USED FOR THE EXISTING SEWER SYSTEM WITH FINAL ENGINEERING DESIGN.

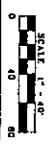
TECHNICAL DRAWING SECTION

SECTION A-A  
DETENTION POND #2

SECTION B-B  
DETENTION POND #1

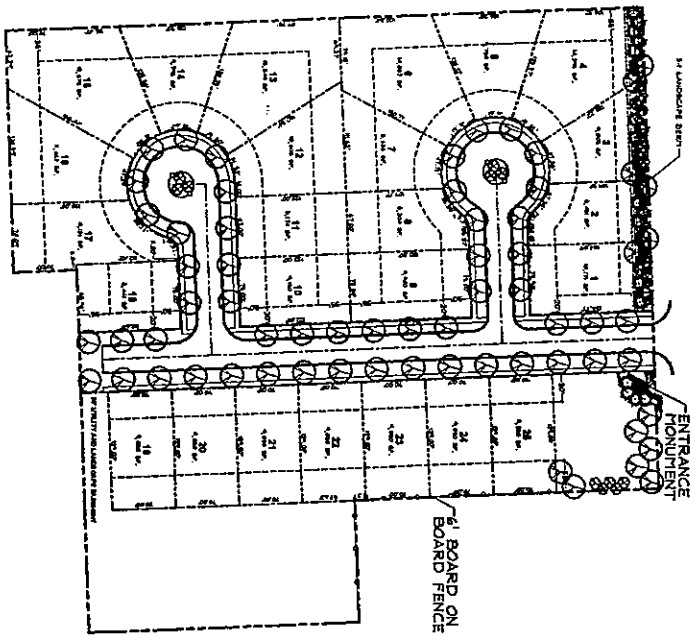
DETENTION POND #1	DETENTION POND #2
REQUIRED VOLUME	1.13 AC-FT
VOLUME PROVIDED IN POND	0.65 AC-FT
ADDITIONAL VOLUME PROVIDED	0.32 AC-FT
TOTAL PROVIDED	1.17 AC-FT
DEFICIENCY	0.01 AC-FT
ADDITIONAL POND #2	3.08 AC-FT
ADDITIONAL POND #1	0.70 AC-FT
TOTAL REQUIRED VOLUME	2.78 AC-FT
TOTAL PROVIDED IN POND #1	2.33 AC-FT
TOTAL PROVIDED IN POND #2	0.51 AC-FT
TOTAL PROVIDED	2.84 AC-FT

LEGEND	DESCRIPTION	PROVIDED
1	LOT BOUNDARIES	AS SHOWN
2	PROPOSED LOT BOUNDARIES	AS SHOWN
3	EXISTING LOT BOUNDARIES	AS SHOWN
4	PROPOSED DRIVEWAYS	AS SHOWN
5	EXISTING DRIVEWAYS	AS SHOWN
6	PROPOSED DRIVEWAYS	AS SHOWN
7	EXISTING DRIVEWAYS	AS SHOWN
8	PROPOSED DRIVEWAYS	AS SHOWN
9	EXISTING DRIVEWAYS	AS SHOWN
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25	EXISTING DRIVEWAYS	AS SHOWN



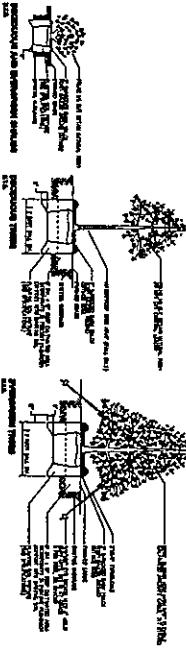
**EXHIBIT E**

**Landscape Plan**



LANDSCAPE PLAN  
SCALE: 1/8" = 1'-0"  
NORTH

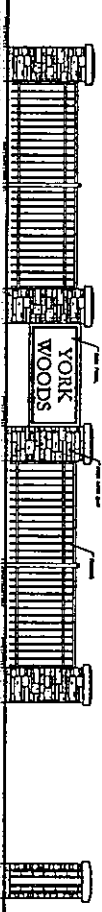
PLANTING DETAILS



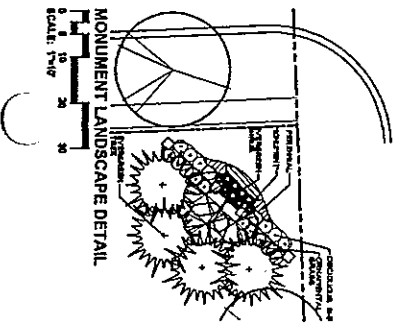
REPRESENTATIVE PLANT LIST

NO.	Symbol	Quantity	Plant Name	Size	Remarks
1	(Symbol)	1	PLANTING		
2	(Symbol)	1	PLANTING		
3	(Symbol)	1	PLANTING		
4	(Symbol)	1	PLANTING		
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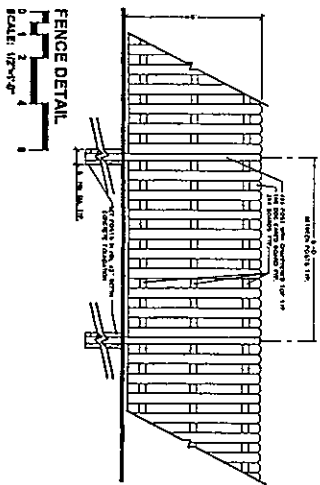
MONUMENT LANDSCAPE DETAIL



MONUMENT LANDSCAPE DETAIL



FENCE DETAIL



YORK WOODS

LOMBARD, ILLINOIS  
PRELIMINARY LANDSCAPE PLAN

QUANTA VILLES ASSOCIATES, INC.  
LANDSCAPE ARCHITECTS  
1000 N. WASHINGTON ST.  
CHICAGO, ILLINOIS 60610  
TEL: 312.467.1234  
FAX: 312.467.1235  
WWW.QVILL.COM

**EXHIBIT F**

**Preliminary Plat of Subdivision**



**EXHIBIT G**

**Preliminary Development Agreement**



**EXHIBIT G**

**PRELIMINARY DEVELOPMENT AGREEMENT  
YORKSHIRE WOODS SUBDIVISION**

**AN AGREEMENT RELATING TO THE APPROVAL OF A MAJOR PLAT  
OF SUBDIVISION (OR MAJOR DEVELOPMENT),  
THE MAKING OF REQUIRED PUBLIC IMPROVEMENTS  
FOR  
YORKSHIRE WOODS SUBDIVISION, LOMBARD, ILLINOIS**

**THIS AGREEMENT** (hereinafter, the "Development Agreement") is made and entered into this \_\_\_\_ day of May, 2005 by and between the **VILLAGE OF LOMBARD**, a municipal corporation (hereinafter referred to as "Village") and **GERARDI & SONS 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 known as Yorkshire Woods Subdivision, as shown by prints of the final plats thereof placed on file in the office of the Village Clerk of said Village (hereinafter, the "Subdivision Property"), and intends to develop the Subdivision 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 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 Subdivision Property and off-site public improvements, as prepared by Spaceco, Inc., dated, April \_\_\_\_, 2005, 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 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 construction 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 Subdivision

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 Subdivision 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 (hereinafter the 'Public Improvements').

#### **SECTION 2:**

#### **CERTAIN OBLIGATIONS OF DEVELOPER**

The Developer agrees to cause to be made in such subdivision of the Subdivision Property with due dispatch and diligence, such Public 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 April 18, 2005, and as approved by the Corporate Authorities on May 19, 2005, 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 Subdivision 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 the Yorkshire Woods 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 Subdivision 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 Subdivision Property.

C. Authorization to Proceed with Public Improvements.

- 1) Upon approval of the final 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 Subdivision 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 Subdivision Property, except as may be set forth in the Annexation Agreement for Yorkshire Woods Subdivision, and approved by the Corporate Authorities.

D. Construction of Storm Water Control System.

The storm water management system for the Subdivision 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 Subdivision 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. 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 three hundred (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 within the Subdivision Property. Such construction may proceed simultaneously with Public Improvements 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 Subdivision Property shall be operational; and
- b) all standards applicable to the issuance of a certificate of occupancy by the Village shall have been met.

Developer also agrees to make necessary repairs and modifications as warranted to restore any residences being used as model homes for use as a single family residence.

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 Subdivision Property). 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 Subdivision Property in a manner to provide two (2) 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, including 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 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/or 6) above, provided cash or its equivalent in the amount of 115% of the estimated cost to complete 5) and/or 6) above is posted to assure such completion.

G. Other Improvements.

- 1) All required landscaping and other Public Improvements shall be completed within twenty-four (24) months of the approval of the final plat of subdivision of the Subdivision Property or prior to acceptance of the Public Improvements, whichever date occurs first.

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 was constructed in accordance with the Village's flood control ordinances, and that the same was constructed substantially in accordance with the Plans and Specifications.

- 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 existing public improvements, including but not limited to, utilities and curbs during construction. Any existing 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:                                      Gerardi & Sons Development  
170 Alexandra Way  
Carol Stream, IL 60188

With a Copy to:

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 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 traffic 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 right of way within the Subdivision 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 May 19, 2005.
- 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.



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.

**DEVELOPER:**

**ATTEST:**

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

Dated: \_\_\_\_\_, 2004

**GERARDI & SONS DEVELOPMENT CORPORATION**

By: *Victor Gerardi, Jr.*  
Name: \_\_\_\_\_  
Its: President

**VILLAGE OF LOMBARD**

**ATTEST:**

By: *Brigitte O'Brien*  
Name: Brigitte O'Brien  
Its: Village Clerk

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

Dated: May 19, 2005

**SCHEDULE OF EXHIBITS**

EXHIBIT 1: Legal Description

EXHIBIT 2: Plan Commission Conditions of April 18, 2004, and as approved by the Corporate Authorities on May 5, 2005.

**EXHIBIT 1**

**LEGAL DESCRIPTION**

**YORKSHIRE WOODS**

LOTS 31 THROUGH 34 AND THE NORTH 70.00 FEET (AS MEASURED IN RIGHT ANGLES), OF LOTS 27 AND 28 IN FREDERICK H. BARTLETT'S HILLSDALE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19 TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN DUPAGE COUNTY, ILLINOIS.

ALSO, THAT PART OF LOT 1 AS SHOWN ON THE ETZ CHAIM PLAT OF CONSOLIDATION RECORDED SEPTEMBER 10, 2002 AS DOCUMENT R2002-233574 BEING A SUBDIVISION OF PART OF TRACT 6 AND TRACT 35 IN FREDERICK H. BARTLETT'S HILLSDALE FARMS, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE. BEGINNING AT THE NORTHEAST CORNER OF TRACT 34 N FRED'K H. BARTLETT'S HILLSIDE FARMS RECORDED APRIL 22, 1941 AS DOCUMENT NUMBER 422592, BOOK 24, PAGE 12, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 02 DEGREES 29 MINUTES 31 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 34, A DISTANCE OF 336.44 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 16 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 131.97 FEET TO THE EAST LINE OF SAID LOT 1, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 06-20-301-006 through 009, 015, 016 and part of 035

PROPERTY ADDRESS: 7, 11, and 105 East 17<sup>th</sup> Street, 19W723 17<sup>th</sup> Street, 6 and 10 East 20<sup>th</sup> Street and 1710 South Highland Avenue, Lombard, Illinois 60148

## EXHIBIT 2

### PLAN COMMISSION CONDITIONS OF APPROVAL APRIL 18, 2005, AS AMENDED BY THE CORPORATE AUTHORITIES ON MAY 5, 2005.

A. That the Developer shall develop the Subdivision Property essentially in accordance with the plans prepared by Spaceco, Inc., dated March 8, 2005 and revised April 11, 2005; the Preliminary Engineering Plan, prepared by Spaceco, Inc., dated March 16, 2005 and the Preliminary Landscape Plan, prepared by Gary R. Weber Associates, Inc., dated March 16, 2005, except as amended by the conditions of approval.

B. That the Developer shall satisfactorily address the comments included within the IDRC staff report, set forth as follows:

1. A hammer head turn around needs to be installed at the southern terminus of Norbury until the road is continued down to 20<sup>th</sup> as part of a future project.
2. The sidewalk shall be extended to the hammerhead turn around and ADA ramps installed.
3. Relocate the sanitary sewer to the centerline of Norbury and then run the watermain down and back opposite sides of Norbury. This will also allow room in the parkway for Nicor Gas.
4. The watermain which, services lots #1-#9 shall be revised to not have any bends.
5. Use 45-degree bends for the looping of the watermain at the south end of Norbury.
6. The storm sewer line which, runs across lot #25 shall be revised to run direct north to tie into the curb structure on the same side of the street.
7. A storm manhole need to be installed at the property line on the first storm line running into Detention Pond #1 while heading south on Norbury.
8. The curb at the entrance to the development shall be removed and replaced with asphalt not just curb cut.
9. The watermain servicing lots #10-#18 shall be revised to deflect to the southeast corner of Lot #14 not the north east corner. The sanitary sewer within the same cul-de-sac shall be revised to run straight west to the lot line between Lots #11 & #12 where a structure will be placed then run to a new structure placed with in the parkway between lots #13 & #14. This will allow each lot to be serviced without crossing an extended property line.
10. The landscape plan shall be revised to remove the islands from the cul-de-sacs.
11. The 72" storm sewer along the back of lots #22-#19 shall be centered in the rear yard easement.
12. The storm sewer along the back of lots #1-#4 shall be revised to have the 72" size sewer at the down stream end not the up stream end. Additionally, the line shall be relocated so that it is situated south of the proposed landscape berm.
13. Sidewalk is required along the south side of 17<sup>th</sup> Street for the length of the development.
14. Show the proposed street light controller.
15. The 10-foot easements on the front of each of the lots shall be removed from the final plat.

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