

ORDINANCE 4511 & 4512

PAMPHLET

FRONT OF PAMPHLET

AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT AND ANNEXING
1 S. 478 HIGHLAND AVENUE

PUBLISHED IN PAMPHLET FORM THIS 29TH DAY OF JULY, 1998.
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.

Lorraine G. Gerhardt
Village Clerk

Tracts 4 and 5 in Frederick H. Bartlett's Hillisdale Farms, being a subdivision in the west half of the southwest corner of Section 20, Township 39 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 22, 1941 as Document 422592, in DuPage County, Illinois.

SECTION 2: This ordinance is limited and restricted to the property generally located at 1 S 478 Highland Avenue, Lombard, Illinois and legally described 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,

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

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 July 23, 1998.

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

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property located at to be entered into; and,

(See also Ordinance No.(s) 4512)

(BOT 98-13: 1 S 478 Highland Avenue, Lombard, IL)

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT

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

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

First reading waived by action of the Board of Trustees this 23rd day of July, 1998.

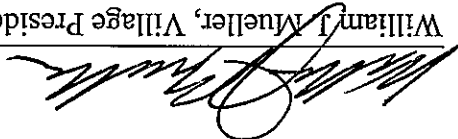
Passed on second reading this 23rd day of July, 1998.

Ayes: TRUSTEES BORGATELL, TROSS, SCHAFER, JAUGILAS & KUPFIN

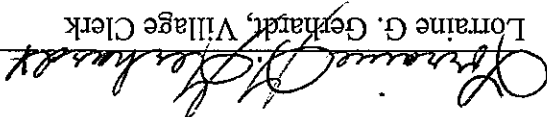
Nays: NONE

Absent: NONE

Approved this 23rd day of July, 1998.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of July, 1998, by and between the VILLAGE OF LOMBARD, a municipal corporation (hereinafter referred to as "Village"); and COLE TAYLOR BANK, as Trustee under its Trust No. 32922 and FRANCINE R. DVORKIN, beneficiary (hereinafter referred to as "Owner").

W I T N E S S E T H :

WHEREAS, the Owner is the record Owner of the property legally described on Exhibit A, attached hereto and made a part hereof, with common street address of 15478 Highland Avenue, Lombard, Illinois (hereinafter sometimes referred to as the "Subject Property"); and

WHEREAS, the Owner uses the Subject Property exclusively as a single-family residence; and

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

WHEREAS, a public hearing on this Annexation Agreement ("Agreement") has been held by the Corporate Authorities of the Village on the 23rd day of July, 1998; and

WHEREAS, the parties wish to enter into a binding agreement with respect to 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, the Subject Property is an approximately 2-acre parcel of land and there are two (2) electors residing thereon; and

WHEREAS, the Owner and both electors have signed a Petition for Annexation of the Subject Property to the Village; and

WHEREAS, all public hearings and other actions required, relevant to the adoption and execution of this Agreement, have been held or taken including all hearings and actions required in connection with the amendments to and certifications under the zoning ordinance, such public hearings and other actions have been held pursuant to the public notices required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

WHEREAS, the corporate authorities of the Village and Owner deemed it to be to the mutual advantage of the parties and in the public interest that the Subject Property be annexed to and developed as part of the Village as hereinafter provided; and

WHEREAS, the development of Subject Property, as provided herein will promote the sound planning development of the Village as a balance community and will be beneficial to the Village; and

WHEREAS, the corporate authorities of the Village have examined the proposed use by Owner and have determined that said use and development for the Subject Property in

accordance with this Agreement will comply with the comprehensive plan of the Village.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein

set forth, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS. The Village and Owner agree that the

foregoing recitals are incorporated in the Agreement as if fully recited herein.

2. DEVELOPMENT OF SUBJECT PROPERTY. The Village and Owner agree

that the Subject Property shall be developed in accordance with the terms of this Agreement

and all applicable Village codes, ordinances and regulations.

3. ANNEXATION. Subject to the provisions of Article 7 of Act 5 of Chapter

65 of the Illinois Compiled Statutes, the parties agree to do all things necessary or

appropriate to cause the Subject Property to be duly and validly annexed to the Village as

promptly as practical after the execution of this Agreement, the parties shall cause such

execution to be effected pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter

65 of the Illinois Compiled Statutes.

4. ZONING. Upon annexation of the Subject Property to the Village as set forth

herein, the corporate authorities shall, without further public hearing, immediately rezone and

classify the entire Subject Property to the R/1 Single Family Residence District of the Village.

In this respect, the Village acknowledges the property meets the requirements of the R/1

zoning ordinance of the Village in every respect and is in no respect non-conforming or illegal

under the zoning ordinances of the Village.

5. WATER UTILITIES. The Village represents and warrants as follows:

Property, the Owner will be required to pay a water connection fee of One Thousand Five Owner. The Village agrees that as to the current single-family residence on the Subject water connection from the Subject Property without need for any further notice to the within thirty (30) days of the date thereof, the Village is hereby authorized to shut off the the Village and as directed by the Village. In the event that the Owner fails to pay said bill (50%) of the cost of said watermain extension upon receipt of a bill for the cost thereof from to construct said watermain extension. As such, the Owner agrees to pay fifty percent Street from the Falcon Meadows watermain to Highland Avenue, the Owner would have had for the ETZ CHAIM Congregation's payment for the extension of the watermain in 17th of the Subject Property. The Owner of the Subject Property hereby acknowledges that but Village has completed an annexation with the ETZ CHAIM Congregation located just south main extensions serving the Subject Property. The parties hereby acknowledge that the grant or dedicate all easements required by the Village for construction of the necessary water Specifications that are to be approved by the Director of Public Works. The Owner shall Subdivision and Development Ordinances of the Village and in accordance with the Plans and The Owner at their own expense shall install water main extensions in accordance with provided to other residential areas in the Village being provided with water by the Village. provide potable water to the Subject Property, such service to be substantially the same as

A. That the Village system has sufficient capacity to provide and will

B. It owns and operates a water distribution system within the Village for

water distribution.

A. It owns and operates a water distribution system within the Village for

serve on any other party in connection with this Agreement shall be in writing and shall be
A. Notices or other writings which any party is required to, or may wish to,

10. GENERAL PROVISIONS.

District upon its annexation to the Village.

petition the Lombard Park District to have the Subject Property annexed to the Lombard Park

9. ANNEXATION TO LOMBARD PARK DISTRICT. The Owner agrees to

special service area.

Highland Avenue or the utilities therein, and not to object to any such special assessment or

future special assessments or special service areas for improvements to 17th Street or

8. FUTURE SPECIAL ASSESSMENTS. The Owner agrees to participate in any

by the Owner.

and the watermain extension capture fee, as referenced in paragraph 5B hereof, will be borne

the public hearing fee. The costs associated with the building permit for the water connection

7. FEES. The Village hereby agrees to prepare the plat of annexation and waive

Property is adequate to meet the Village requirements.

order to obtain sanitary service and that said service presently existing on said Subject

Owner that it will not be necessary to disconnect from the Highland Hills Sanitary District in

6. SANITARY SEWER FACILITIES. The Village represents and warrants to the

fee then in place.

relative to any future development of the Subject Property shall be at the water connection

Hundred Thirty-Five and No/100 Dollars (\$1,535.00). Any future water connections

1. This Agreement shall inure to the benefit of and shall be binding

B. Continuity of obligations:

the other parties.

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

with a copy to:

Robert V. Gildo
Attorney at Law
209 N. Hale, Suite 201
Wheaton, Illinois 60187

if to the Owner:

Francine R. Dvorkin
15478 Highland Avenue
Lombard, Illinois 60148

Thomas P. Bayer
KLEIN, THORPE and JENKINS, LTD.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

with copies to:

Director of Community Development
VILLAGE OF LOMBARD
255 E. Wilson Avenue
Lombard, Illinois 60148

Village Manager
VILLAGE OF LOMBARD
255 E. Wilson Avenue
Lombard, Illinois 60148

President and Board of Trustees
VILLAGE OF LOMBARD
255 E. Wilson Avenue
Lombard, Illinois 60148

prepaid, addressed as follows: if to the Village:

delivered personally or sent by registered or certified mail, return receipt requested, postage

upon Owner's successors in any manner in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality.

2. Notwithstanding any provision of this Agreement, the Owner shall remain liable to the Village for the faithful performance of all obligations imposed upon the Owner by this Agreement until such obligations have been fully performed or until the Village, at its sole option, has otherwise released the Owner from any or all such obligations. 3. Except as otherwise provided in this subparagraph 10B, all the terms and conditions of this Agreement shall constitute covenants running with the land.

C. Recording. A copy of this Agreement and any amendments thereto shall be recorded by the Village.

D. Authorization to Execute. The officers of Owner executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of said Owner. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and Village shall deliver to each other upon request copies of all by-laws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

E. Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth.

Except as herein otherwise provided, no subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

F. Counterparts. This Agreement may be executed in two (2) or more

counterparts, each of which taken together, shall constitute one and the same instrument.

G. Definition. When the term "Village" is used herein it shall be construed

as referred to the Corporate Authorities of the Village unless the context clearly indicates

otherwise.

H. Execution of Agreement. This Agreement shall be signed last by the

Village and the President of the Village shall affix the date on which he signs this Agreement

on page 1 hereof, which date shall be the effective date of this Agreement.

I. Term of Agreement. This Agreement shall be in full force and effect

for a term of twenty (20) years from and after the date of execution of this Agreement.

J. Venue. The parties hereto agree that for purposes of any lawsuit(s)

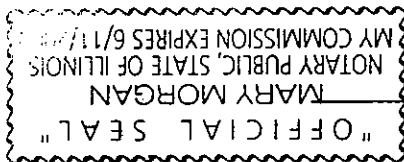
between them concerning this Agreement, its enforcement, or the subject matter thereof,

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.



Mary Morgan
Notary Public

SUBSCRIBED and SWORN to before me
this 20 day of July, 1998

Dated: 7/15/98
[Signature]
TRUST OFFICER

ATTEST:

[Signature]
FRANCINE R. DVORKIN

Beneficiary

Cole Taylor as trustee under Land Trust
No. 32922 and Francine R. Dvorkin,

[Signature]
BY: Vice-President

OWNER:

Dated: July 23, 1998
Trustee's Examination Rider Attached Hereto And Made A Part Hereof

[Signature]
Village Clerk

ATTEST:

[Signature]
BY: President

VILLAGE OF LOMBARD

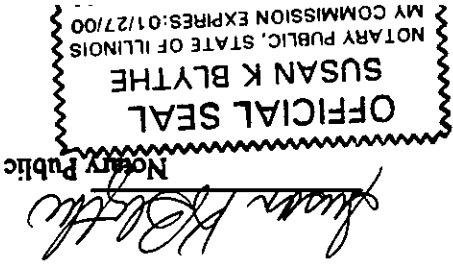
COMMON ADDRESS: 1 S. 478 HIGHLAND AVENUE
LOMBARD, ILLINOIS 60148

P.I.N. 06-20-300-020

DUPAGE COUNTY, ILLINOIS

TRACTS 4 AND 5 IN FREDERICK H. BARTLETT'S HILLSDALE FARMS,
BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST
CORNER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED APRIL 11, 1941 AS DOCUMENT 422592, IN

EXHIBIT "A"



Given under my hand and Notarial Seal this 15th day of July, 19 02

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that KENNETH E. PIKUL, Assistant Vice President of Cole Taylor Bank and MARIANNA CASSELLI, Assistant Secretary/Trust Officer of said Company, personally known to me to the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary/Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth, and the said Assistant Secretary/Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

ATTACHED LAND TRUST GENERAL EXCULPATORY CLAUSE

C

C

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ORDINANCE 4512

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

(BOT 98-13: 1 S 478 Highland Avenue, Lombard, IL)

WHEREAS, a written petition, signed by all the legal owners 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, there are two (2) electors residing upon the territory hereinafter described; and

WHEREAS, the territory hereinafter described is not located 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 65 ILCS 5/7-1-1 have been given to the appropriate parties in a timely manner as required by Statute (copies of said Notices being attached hereto as Exhibit "A", and made part hereof); and

WHEREAS, it is in the best interest of the Village of Lombard that the territory hereinafter described 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 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 made a part hereof, and generally located at 1 S 478 Highland Avenue, Lombard, Illinois and legally described as follows:

Tracts 4 and 5 in Frederick H. Bartlett's Hillisdale Farms, being a subdivision in the west half of the southwest corner of Section 20, Township 39 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 22, 1941 as Document 422592, in DuPage County, Illinois.

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

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

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

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

First reading waived by action of the Board of Trustees this 23rd day of July, 1998.

Passed on second reading this 23rd day of July, 1998.

Ayes: TRUSTEES BORGATTELL, TROSS, SCHAFER, JAUGILAS & KUFFRIN

Nays: NONE

Absent: NONE

Approved this 23rd day of July, 1998.

William J. Mueller
William J. Mueller, Village President

ATTEST:

Lorraine G. Gerhardt
Lorraine G. Gerhardt, Village Clerk



I, Lorraine G. Gerhardt, hereby certify that I am the duly qualified Village Clerk of the Village of Lombard, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a true and correct copy of ORDINANCE 4511

AN ORDINANCE AUTHORIZING THE
EXECUTION OF AN ANNEXATION AGREEMENT
FOR 1 S. 478 HIGHLAND AVENUE
PARCEL NUMBER 06-20-300-020
SEE ALSO ORDINANCE 4512
of the said Village as it appears from the official records
of said Village duly passed on JULY 23, 1998

In Witness Whereof, I have herunto affixed my official signature
and the Corporate Seal of said Village of Lombard, DuPage County,
Illinois this 11TH day of SEPTEMBER, 1998.

Lorraine G. Gerhardt
Lorraine G. Gerhardt
Village Clerk
Village of Lombard
DuPage County, Illinois

To spend 9/11

50 Grant 9/11

DuPage County, Illinois

Village of Lombard

Village Clerk

Lorraine G. Gerhardt *Lorraine G. Gerhardt*

Lorraine G. Gerhardt

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said Village of Lombard, DuPage County, Illinois this 11TH day of SEPTEMBER, 1998.

of the said Village as it appears from the official records of said Village duly passed on JULY 23, 1998

SEE ALSO ORDINANCE 4511

PARCEL NUMBER 06-20-300-020

TO THE VILLAGE OF LOMBARD

1 S. 478 HIGHLAND AVENUE

AN ORDINANCE ANNEXING

and correct copy of ORDINANCE 4512

I further certify that attached hereto is a true

I, Lorraine G. Gerhardt, hereby certify that I am the duly qualified Village Clerk of the Village of Lombard, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

