

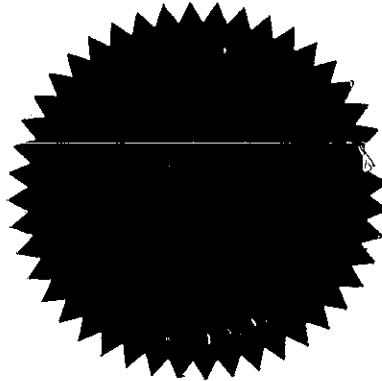
5729
5730
5731
5732

ORDINANCE 5733


PAMPHLET

ORDINANCES AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT
ANNEXING CERTAIN TERRITORY
APPROVING A MAP AMENDMENT (REZONING)
GRANTING A CONDITIONAL USE FOR AN AUTOMOBILE REPAIR ESTABLISHMENT
AND
GRANTING A VARIATION, MINIMUM REQUIRED LOT WIDTH

18W470 ROOSEVELT ROAD



PUBLISHED IN PAMPHLET FORM THIS 19th DAY OF September, 2005
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.



Brigitte O'Brien
Village Clerk

ORDINANCE 5729

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

(PC 05-25: 18W470 Roosevelt Road)

See also Ordinance No.(s) 5730, 5731, 5732, 5733)

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 18W470 Roosevelt Road, Lombard, Illinois to be entered into; and,

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

WHEREAS, the legal owner of the lot of record, which is the subject of said Agreement, is 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 September 1, 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 18W470 Roosevelt Road, Lombard, Illinois and legally described as follows:

Lot 47 (except the north 100 feet thereof) in York Township Supervisor's Assessment Plat No. 2, also known as Westmore Lands, of part of the South Half of Section 16,

Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as Document 452576, in DuPage County, Illinois.

Parcel Index Number: 06-16-318-013

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 1st day of September, 2005.

First reading waived by action of the Board of Trustees this ____ day of _____, 2005.


Passed on second reading this 15th day of September, 2005.

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

Nays: None

Absent: None

Approved this 15th, day of September, 2005.


William J. Mueller, Village President

ATTEST:


Brigitte O'Brien, Village Clerk

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this 15th day of September, 2005, by and between the Village of Lombard, a municipal corporation ("Village"); and Realty Income Corporation, a Maryland corporation ("Owner");

WITNESSETH:

WHEREAS, Owner is the record owner of the property legally described in EXHIBIT A, attached hereto and made a part hereof ("Subject Property"); and

WHEREAS, Owner is desirous of annexing the entirety of the Subject Property to the Village; and

WHEREAS, the Subject Property is not yet adjacent to or contiguous with the existing corporate boundaries of the Village; and

WHEREAS, the Village desires to annex and the Owner desires to have the Subject Property annexed to the Village as soon as reasonably practicable following the establishment of contiguity between the corporate boundaries of the Village and the Subject Property, 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, the Subject Property consists of approximately 1.3 acres of land and there are no electors residing thereon; and

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

WHEREAS, all subsequent owners of record of the Subject Property and all electors hereafter residing on the Subject Property shall be bound by the Annexation Petition and shall execute and submit an updated version of the Annexation Petition immediately preceding the annexation of the Subject Property to the Village as provided for in Section 3 of this Agreement; and

WHEREAS, an application has heretofore been filed with the Village Clerk for zoning of the Subject Property; and

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

WHEREAS, a public hearing was held on _____, 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 B-4 Corridor Commercial District with a conditional use for the Subject Property for an automobile service establishment, including a variation from the applicable ordinances of the Village to decrease the minimum lot width requirement from 150 feet to 143.9 feet, 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") has been held by the Corporate Authorities on the _____ day of _____ 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, variations from and classifications under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code - hereinafter referred to as the "Zoning Ordinance") and the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code - hereinafter referred to as 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 deem it to the mutual advantage of the parties and in the public interest that, as soon as legally permissible, the

Subject Property be annexed to and developed as a part of the Village as hereinafter provided;
and

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

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

WHEREAS, the Plan Commission has recommended that certain variances or exceptions be granted from the Subdivision and Development Ordinance and/or Zoning Ordinance in accordance with the terms of this Agreement; and

WHEREAS, Owner desires to have the Subject Property rezoned to the B-4 Corridor Commercial District with a conditional use for the Subject Property for the operation and maintenance of an automobile service establishment including a lot width variation under the Zoning Ordinance.

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 this Agreement as if fully recited herein.

2. **Development of Subject Property:** Village and Owner agree that the Subject Property shall be developed in accordance with the terms of this Agreement and the exhibits attached hereto.

3. **Annexation:** Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, the parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village as promptly as practicable after

the execution of this Agreement and following the establishment of contiguity between the corporate boundaries of the Village and the Subject Property, including the submission to the Village of an updated annexation petition executed by all owners and all electors hereafter residing on the Subject Property. The parties shall cause such annexation to be effected pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes.

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 R1 Single Family Residence District to the B4 Corridor Commercial District under the Zoning Ordinance, with a conditional use for the Subject Property for the operation and maintenance of an automobile service establishment, including a variation from the applicable ordinances of the Village to decrease the minimum lot width requirement from 150 feet to 143.9 feet. Notwithstanding the conditional use, upon rezoning Owner may at its election use the Subject Property for any permitted use under the B 4 Corridor Commercial District Zoning Ordinance. Owner agrees that all uses carried out upon the Subject Property prior to its annexation, whether or not a permitted use under the County Zoning Ordinance, shall conform with the permitted uses under the B4 Corridor Commercial District of the Zoning Ordinance unless otherwise approved by the Village pursuant to proper application and applicable hearings as required by law.

5. **Water and Sanitary Sewer Utilities:** The Subject Property is currently connected to and is served by the Village's water and sanitary sewer service systems and, as such, no sewer or water connection fees are required at the time of the execution of this agreement. Upon annexation of the Subject Property, Owner agrees to convey any new and/or existing sanitary sewer and watermain, and all facilities incidental thereto, to the Village by executing such appropriate documents as are necessary to vest title thereto in the Village. Subsequent to the annexation of the Subject Property, the Village, subject to all rules, regulations and ordinances of the Village, will continue to supply sanitary sewer service and water service to the Subject Property, to such capacity and in such amounts as will adequately service the Subject Property under its aforesaid intended usage or any other permitted uses under the B4 Corridor Commercial District of the Zoning Ordinance. In the event the owner redevelops the Subject Property and additional water and/or sanitary sewer connections are made to the Village's water and/or sanitary sewer service systems, the then applicable connection fees shall be paid relative to said new connections.

6. **Pre-Annexation Sanitary Sewer and Water Service:** At any time following the Effective Date of this Agreement and prior to the annexation of the Subject Property to the

Village, the Village, subject to all rules, regulations and ordinances of the Village, shall provide sanitary sewer treatment service for and shall supply water to the Subject Property at in-Village rates to such capacity and in such amounts as will adequately service the Subject Property for its intended uses as permitted under this Agreement, provided, however, that Owner or its tenant in possession will pay promptly upon request by the Village, all rates, fees and charges for such service and supply in effect for in-Village service and supply which may be from time to time imposed therefor by the Village on a uniform basis throughout the Village.

7. **Storm Drainage Facilities:** The Owner shall not be required to provide storm drainage facilities for any existing structures on the Subject Property. However, any future modifications or reconstruction of any buildings, structures and/or parking lot improvements shall be subject to the provisions of Title 15, Chapter 151 of the Lombard Village Code.

8. **Easements:** Owner shall provide or obtain all easements, both on-site and off-site (if applicable), which are necessary or appropriate to enable the Subject Property to be properly drained and to continue to receive water, sanitary sewer, electric, telephone, gas, and cable television service, with the Village being named a grantee in all said easements along with the applicable utility companies and cable television operator. The location for all public improvements shall be as approved by the Village.

9. **Contributions:** Owner shall have no obligation to make any contribution, in cash or in land, to any school district, park district or library district provided the Subject Property is developed in substantial conformity with this Agreement or pursuant to such other non-residential development plans as may from time to time be approved by the Village. The foregoing provision shall not eliminate or reduce Owner's obligation to pay other fees and charges applicable to the Subject Property pursuant to Village ordinances.

10. **Non-Conforming Uses and Structures:** The Village recognizes the nonconforming nature of the buildings and structures on the Subject Property as more fully described in EXHIBIT B attached hereto and made part hereof. Nothing in this Agreement shall be construed so as to grant zoning relief or any other relief from the Lombard Village Code for any existing uses or structures on the Subject Property, other than that noted in Section 4. The Village agrees to recognize any legally permitted and constructed nonconforming buildings or structures on the Subject Property as legal non-conforming. However, any expansion, alteration, reconstruction or repair of any buildings or structures on the Subject Property shall conform with all existing provisions of the Lombard Village Code. For purposes of this Agreement, a legally permitted structure shall be any structure for which a building permit was issued by DuPage

County or the Village prior to the effective date of this Agreement. Notwithstanding the above, it is the intention of the parties that the provisions of this Section 10 shall not apply to the uses and variations noted in Section 4, once approved by proper Ordinance adopted by the Village.

11. Reasonableness of Fees and Charges: Owner agrees that the connection charges, fees, dedications and easements required by current ordinances of the Village or this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development and/or redevelopment of the Subject Property.

12. Dedication of Public Improvements: Following the annexation of the Subject Property to the Village and when Owner has completed required public improvements, if any, in accordance with applicable provisions of the Subdivision Ordinance, as varied by this Agreement, 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 provisions of the Subdivision Ordinance, unless such public improvements have been in place a period of two (2) years or more preceding the date of annexation. Notwithstanding this Section, drainage facilities and detention areas located within the Subject Property shall remain owned by and maintained by the Owner, and any subsequent owner(s). The acceptance of said public improvements by the Village shall not be a condition precedent to the issuance of any building or occupancy permit requested of the County or the Village for the Subject Property.

13. Fire District: By operation of law and in accordance with Illinois Compiled Statutes Chapter 70, Section 705/20, the Subject Property shall, upon its annexation to the Village, be disconnected from the fire protection district in which it is located at no cost to the Owner. The Owner agrees to cooperate with the Village in said disconnection. The Village shall be responsible for the disconnection and shall reimburse the Owner for any funds expended by the Owner, including, but not limited to, any payments required by 70 ILCS 705/20(e), any legal fees and any litigation costs relative thereto.

14. Final Engineering Approval: All public improvements to be constructed hereunder or under the Subdivision Ordinance, as varied by this Agreement, and which are to be owned by the Village either before or after its annexation of the Subject Property shall be paid for, constructed and installed by Owner in accordance with final engineering plans approved by the Village's Engineer.

15. **Consent to Creation of a Special Assessment or Special Service Area:** Owner agrees that it will not object to the imposition 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 and 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. **General Provisions:**

A. **Notices:** Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed telefacsimile transmission provided a hard copy of such notice is deposited in the regular mail addressed to the recipient within twenty-four hours following the telefacsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

(1) If to the Village or
Corporate Authorities:

President and Board of Trustees
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

With a copy to:

(a) Village Manager
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

- (b) Director of Community Development
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

- (c) Thomas P. Bayer
KLEIN, THORPE AND JENKINS, LTD.
20 N. Wacker Drive
Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

- (2) If to Owner:
REALTY INCOME CORPORATION
Attn: Legal Department
220 West Crest Street
Escondido, CA 92025

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

B. Continuity of Obligations:

(1) This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, grantees, lessees, and upon any successor municipal authorities of the Village and successor municipalities. Upon the conveyance of any of Owner's interest in any portion of the Subject Property or its rights and obligations under this Agreement to a third party ("Transferee"), the rights and obligations of Owner pertaining to such portion of the Subject Property or rights and obligations hereunder, shall be deemed assigned to and assumed by such Transferee, and Owner shall thereupon be released and discharged by the Village from any further obligation pertaining to such identified rights and duties. Subject to the provisions of subsection 3 of this Section 16B, the Transferee shall thereupon be entitled to exercise all rights and authorities and shall perform all duties and obligations of Owner pertaining to such portion of the Subject Property.

(2) In the event of any sale or conveyance by Owner of the Subject Property or any portion thereof, Owner shall notify the Village in writing, within ten (10) working days after the closing of such sale or conveyance, of any and all Transferees to all or any portion of the Subject Property. Such written notice shall include identification of the name(s) of such Transferee(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 of real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this section 16B.

(3) Upon the condition that the requirements of this section 16B have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner's Transferees, 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 section 16B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner's Transferees until such time as Owner has given the Village the notice required by this section 16B.

- 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 provided in section 16R below.
- D. Remedies: The Village and Owner, 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, provided said default cannot actually be corrected within said thirty (30) day period, 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. Conveyances: Nothing contained in this Agreement shall be construed to restrict or limit the right of Owner to sell or convey all or any portion of the Subject Property, whether improved or unimproved, except as otherwise specifically set forth herein.
- F. Survival of Representations: 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.
- G. Captions and Paragraph Headings: The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- H. Reimbursement of Village for Legal and Other Fees and Expenses: In the event the Village institutes legal proceedings against Owner 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 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 may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner.
- I. No Waiver or Relinquishment of Right to Enforce Agreement: Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such

term, covenant, agreement or condition, but the same shall continue in full force and effect.

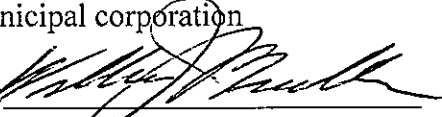
- J. Village Approval or Direction: Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.
- K. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the Village at no expense to the Owner.
- L. Authorization to Execute: The officers of Owner executing this Agreement warrant that they have been lawfully authorized by Owner's Board of Directors to execute this Agreement on behalf of said Owner. The President and Deputy Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement.
- M. 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 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.
- N. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

- O. 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 this Agreement shall control and govern.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.

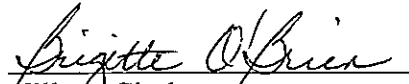
IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE:

VILLAGE OF LOMBARD, an Illinois
municipal corporation

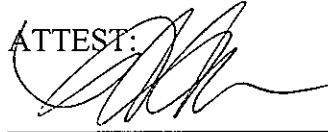
By 
President

ATTEST:


Village Clerk

DATED: September 15, 2005

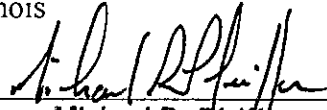
ATTEST:



Name: Laura S. King
Title: Assistant Secretary
DATED: May 17, 2005

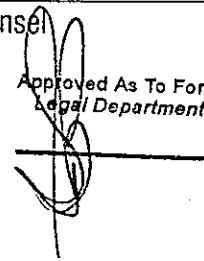
OWNER:

REALTY INCOME CORPORATION, a
Maryland corporation licensed to do business
in Illinois

By: 
Name: Michael R. Pfeiffer
Title: Executive Vice President

General Counsel

Approved As To Form
Legal Department



ACKNOWLEDGMENTS

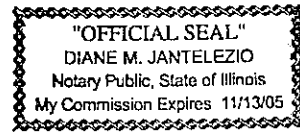
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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 15th day of September, 2005.

Commission expires 11-13 .2005.

Diane M. Jantelezio
Notary Public



STATE OF California)
) SS
COUNTY OF San Diego)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Michael R. Pfeiffer and Raula King, are personally known to me to be the Gen. Counsel & Sp. Vice President and Assistant Secretary of Robby Inome's Corporation and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Gen. Counsel & Sp. Vice and Asst. Secretary respectively, and that they appeared before me this day in Person and severally acknowledged that as such Gen. Counsel & Sp. Vice President and Assistant Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth, and the said Gen. Counsel & Sp. Vice, then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Corporation caused said seal to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 17th day of May,
2005.

Commission expires _____, _____.

Gail Ferrell
Notary Public



SCHEDULE OF EXHIBITS

EXHIBIT A: Legal Description of Subject Property

EXHIBIT B: Plat of Survey of Subject Property

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT A

LOT 47 (EXCEPT THE NORTH 100 FEET THEREOF) IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 2, ALSO KNOWN AS WESTMORE LANDS, OF PART OF THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452576, IN DUPAGE COUNTY, ILLINOIS.

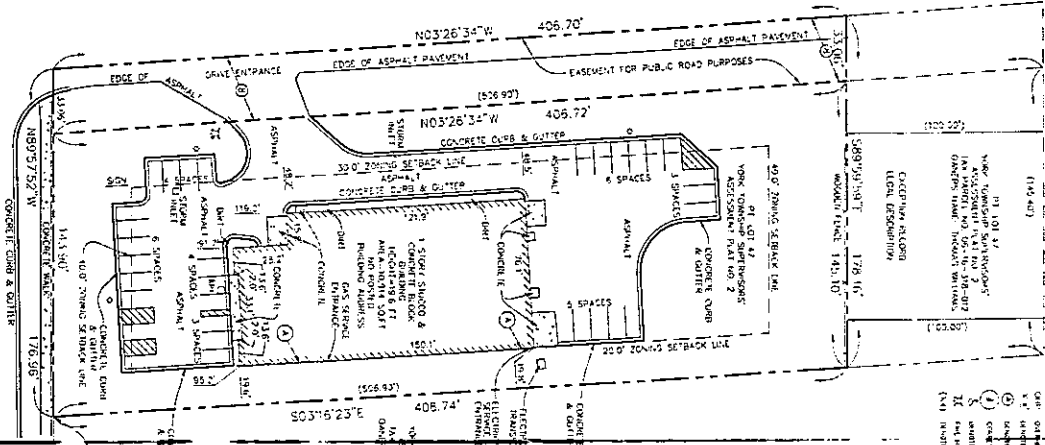
EXHIBIT B

PLAT OF SURVEY OF SUBJECT PROPERTY

1. All areas of property, including the street, shall be shown.
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LUTHER AVENUE
(PUBLIC ROAD)
RIG-T OF WAY WIDTH = 65.0 FT
BITUMINOUS PAVEMENT WIDTH = 21.7 FT



ROOSEVELT ROAD
(PUBLIC ROAD)
RIG-T OF WAY WIDTH = 65.0 FT
BITUMINOUS PAVEMENT WIDTH = 21.7 FT

FLOOD NOTE: The Flood Insurance Rate Manual...
The Flood Insurance Rate Manual...
The Flood Insurance Rate Manual...
The Flood Insurance Rate Manual...

Legend of Symbols & Abbreviations

- ① Subdivided into lots
- ② Proposed road
- ③ Right-of-way
- ④ Proposed easement
- ⑤ Proposed driveway
- ⑥ Proposed well
- ⑦ Proposed structure
- ⑧ Proposed utility
- ⑨ Proposed boundary
- ⑩ Proposed boundary

Statement of Encumbrances

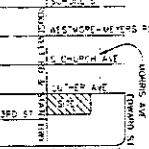
I, the undersigned, being duly sworn, depose and say that...

Notes Corresponding to Schedule B

1. The area shown on this map...
2. The area shown on this map...
3. The area shown on this map...

Notes

1. The area shown on this map...
2. The area shown on this map...
3. The area shown on this map...



Legal Description

RECORD BOOK 104, PAGE 117...
The above-described land is situated in the County of Hamilton, State of Ohio...

ALTA/ACSM Land Title Survey

This is a true and correct copy of the original survey...
The survey was made in accordance with the requirements of the ALTA/ACSM Land Title Survey standards...



Bock & Clark's National Surveyors Network
National Coordinators of ALTA/ACSM Land Title Surveys
537 North Cleveland-Moskison Road Akron, Ohio 44333
Phone: (330) 346-4425 Fax: (330) 346-3508 www.1807surveyors.com

ORDINANCE 5730

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

(PC 05-25: 18W470 Roosevelt Road)

(See also Ordinance No.(s)5729, 5731, 5732, 5733)

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 18W470 Roosevelt Road, Lombard, Illinois and legally described as follows:

Lot 47 (except the north 100 feet thereof) in York Township Supervisor's Assessment Plat No. 2, also known as Westmore Lands, of part of the South Half of Section 16, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as Document 452576, in DuPage County, Illinois.

Parcel Index Number: 06-16-318-013

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 1st day of September, 2005.

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

Passed on second reading this 15th day of September, 2005.


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

Nays: None

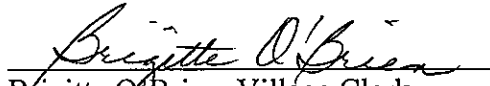
Absent: None

Approved this 15th day of September, 2005.

Ordinance No. 5730
Re: PC 05-25 Annexation
Page 3


William J. Mueller, Village President

ATTEST:


Brigitte O'Brien, Village Clerk

ORDINANCE 5731

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

(PC 05-25: 18W470 Roosevelt Road)

(See also Ordinance No.(s) 5729, 5730, 5732, 5733)

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 the B4 Corridor Commercial District; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on August 15, 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 B4 Corridor Commercial District.

SECTION 2: This ordinance is limited and restricted to the property generally located at 18W470 Roosevelt Road, Lombard, Illinois and legally described as follows:

Lot 47 (except the north 100 feet thereof) in York Township Supervisor's Assessment Plat No. 2, also known as Westmore Lands, of part of the South Half of Section 16, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as Document 452576, in DuPage County, Illinois.

Parcel Index Number: 06-16-318-013

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 1st day of September, 2005.

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

Passed on second reading this 15th day of September, 2005.


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

Nayes: None

Absent: None

Approved this 15th day of September, 2005.

Ordinance No. 5731
Re: PC 05-25 (Map Amendment)
Page 3



William J. Mueller, Village President

ATTEST:



Brigitte O'Brien, Village Clerk

ORDINANCE NO. 5732

**AN ORDINANCE GRANTING A CONDITIONAL USE
FOR AN AUTOMOBILE REPAIR ESTABLISHMENT
LOCATED WITHIN THE B4 CORRIDOR COMMERCIAL DISTRICT**

(PC 05-25: 18W470 Roosevelt Road)

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 approval of a conditional use for an automobile repair establishment on the subject property located within the B4 Corridor Commercial District; and,

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on August 15, 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 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 the Ordinance is limited and restricted to the property generally located at 18W470 Roosevelt Road, Lombard, Illinois, and legally described as follows:

Lot 47 (except the north 100 feet thereof) in York Township Supervisor's Assessment Plat No. 2, also known as Westmore Lands, of part of the South Half of Section 16, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as Document 452576, in DuPage County, Illinois.

Parcel Index Number: 06-16-318-013

Ordinance No. 5732
Re: PC 05-25
Page 2

SECTION 2: That a conditional use for an automobile repair establishment is hereby granted for the Subject Property, described in Section 1 above.

SECTION 3: 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 1st day of September, 2005.

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

Passed on second reading this 15th day of September, 2005.

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

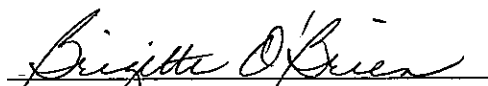
Nays: None

Absent: None

Approved this 15th day of September, 2005.


William J. Mueller, Village President

ATTEST:


Brigitte O'Brien, Village Clerk

ORDINANCE NO. 5733

**AN ORDINANCE GRANTING A VARIATION FROM SECTION 155.415 (E) OF
THE LOMBARD ZONING ORDINANCE TO REDUCE THE MINIMUM
REQUIRED LOT WIDTH IN A B4 CORRIDOR COMMERCIAL DISTRICT**

(PC 05-25: 18W470 Roosevelt Road)

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, concurrent with a request for annexation into the Village of Lombard, an application has heretofore been filed requesting approval of a variation reducing the minimum required lot width in the B4 Corridor Commercial District from one-hundred fifty (150) feet to one hundred forty-three and 9/10ths (143.9) feet for the Luther Avenue frontage of the Subject Property; and,

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on August 15, 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 annexation and variation 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 a variation reducing the minimum required lot width in the B4 Corridor Commercial District from one-hundred fifty (150) feet to one hundred forty-three and 9/10ths (143.9) feet is hereby granted for the Subject Property described in Section 2 below.

SECTION 2: That this ordinance is limited and restricted to the property generally located at 18W470 Roosevelt Road , Lombard, Illinois and legally described as follows:

Lot 47 (except the north 100 feet thereof) in York Township Supervisor's Assessment Plat No. 2, also known as Westmore Lands, of part of the South Half of Section 16, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as Document 452576, in DuPage County, Illinois.

Parcel Index Number: 06-16-318-013

SECTION 3: 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 1st day of September, 2005.

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


Passed on second reading this 15th day of September, 2005.

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

Nays: None

Absent: None

Approved this 15th day of September, 2005.


William J. Mueller, Village President

ATTEST:


Brigitte O'Brien, Village Clerk

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