

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES
FROM: William T. Lichter, Village Manager
DATE: April 27, 2005 (BOT) Date: May 5, 2005
TITLE: PC 05-09: 7, 11, and 105 East 17th Street, 19W723 17th Street, 6 and 10 East 20th Street and 1710 South Highland Avenue
SUBMITTED BY: Department of Community Development *Walt*

BACKGROUND/POLICY IMPLICATIONS:

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

For the properties at 7, 11, and 105 East 17th Street, 19W723 17th Street, and the north 70 feet of 6 and 10 East 20th Street:

1. Ordinance approving an Annexation Agreement (Request to continue to May 19, 2005)
2. Ordinance annexing to the Village of Lombard.

For the properties at 7, 11, and 105 East 17th Street, 19W723 17th Street, the north 70 feet of 6 and 10 East 20th Street and the south 296 feet of 1710 South Highland Avenue:

1. Ordinance rezoning the properties from the R1 to the R2 Single Family District.
2. Ordinance granting a conditional use for a planned development with variations to the Subdivision and Development Ordinance.

For the property located at 1710 South Highland Avenue only:

1. 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.

(UNINCORPORATED/DISTRICT #3)

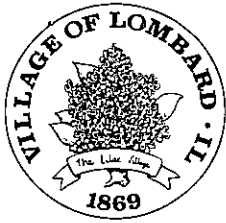
The Plan Commission recommended approval of this petition with amended conditions.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X <u>W. N. S. Lichak</u>	Date <u>4/28/05</u>

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



MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development *D a H*

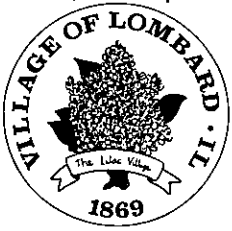
DATE: May 5, 2005

SUBJECT: **PC 05-09: 7, 11, and 105 East 17th Street, 19W723 17th Street, 6 and 10 East 20th Street and 1710 South Highland Avenue (Yorkshire Woods Subdivision)**

Attached please find the following items for Village Board consideration as part of the May 5, 2005 Village Board meeting:

1. Plan Commission referral letter;
2. IDRC report for PC 05-09;
3. An Ordinance granting approval of the annexation of the subject property.
4. An Ordinance granting approval of a map amendment rezoning the property from the R1 to the R2 District.
5. An Ordinance granting approval of a conditional use for a planned development with variations, subject to conditions.
6. An Ordinance granting approval of an amendment to an existing Conditional Use (Ordinances 4358 and 4869) for a religious institution and its related accessory uses with a variation from Section 155.406 (H) of the Zoning Ordinance requiring a minimum of 50% of the lot area as open space.
7. Plans associated with the petition.

Also associated with this petition is a companion annexation agreement for the properties not already annexed into the Village. Staff and the petitioner are finalizing the terms and conditions of the agreement. As such, staff recommends that the Board continue a first reading of the annexation agreement to the May 19, 2005 Village Board meeting. Also, concurrent with the final reading of Ordinances on May 19, 2005, staff will also include the motion to approve the final plat of resubdivision for Etz Chaim and the preliminary plat for Yorkshire Woods Subdivision.



VILLAGE OF LOMBARD

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May 5, 2005

Village President
William J. Mueller

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

Trustees

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

Village Manager
William T. Lichter

Subject: PC 05-09; 7, 11, and 105 East 17th Street, 19W723 17th Street, 6 and 10 East 20th Street and 1710 South Highland Avenue (Yorkshire Woods Subdivision)

Dear President and Trustees:

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

For the properties at 7, 11, and 105 East 17th Street, 19W723 17th Street, and the north 70 feet of 6 and 10 East 20th Street:

1. Approval of an Annexation Agreement; and
2. Annexation to the Village of Lombard.

For the properties at 7, 11, and 105 East 17th Street, 19W723 17th Street, the north 70 feet of 6 and 10 East 20th Street and the south 296 feet of 1710 South Highland Avenue:

1. Approval of a map amendment rezoning the property from the R1 to the R2 Single Family Residence District.
2. Approval of a conditional use for a planned development, with the following variations from the Subdivision and Development 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; and

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

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

3. Approve a preliminary plat of subdivision for the subject property.

For the property located at 1710 South Highland Avenue only:

1. Approval of a map amendment rezoning the property from the R1 to the R2 Single Family Residence District (*this item has been withdrawn*);
2. Approval of an amendment to an existing Conditional Use (Ordinances 4358 and 4869) for a religious institution and its related accessory uses.
3. Approval of a variation from Section 155.406 (H) of the Zoning Ordinance requiring a minimum of 50% of the lot area as open space.
4. Approval of a plat of subdivision for the subject property.

After due notice and as required by law, the Plan Commission conducted a public hearing for this petition on April 18, 2005. Ray Kacirek, petitioner, explained that his petition is the third development to try to develop the property. His project is a last chance effort. Their goal is to make the best possible subdivision in Lombard. They are looking for special variances. They are creating large lots and think they have accommodated this better than previous developers. He introduced the other members of the development team.

Richard Dunn, project consultant, presented a Powerpoint Presentation (attached). He noted their requested actions. The annexation and agreement will be topics for the Board of Trustees to consider. The zoning amendment is required as when property is annexed it is to be designed as R1 -they are requesting R2. They are seeking a conditional use for a planned development with two variations from the Subdivision and Development Ordinance. He referenced the proposed cul-de-sac length, noting that their subdivision will have a length of 1,000 feet. Regarding the street jog, he noted that this was a discussion of earlier Plan Commission meetings. They agree with the recommendation of KLOA and will comply with those findings to improve the line sight access on 17th Street. They submitted a preliminary plat and, upon their acceptance and recommendation, their engineering consultant will work with staff to go to the Board for final plat approval.

He mentioned that they are requesting a subdivision of land owned by Etz Chaim. This is requested for the purpose of allowing a portion of their property to have a shared detention facility. Due to the loss of open space on paper, they are requesting an open space variation. The stormwater area property transfer has value as it will continue to serve the congregation without giving them the expense of maintaining it.

Referencing existing conditions, there are 4 large homes on the south of 17th Street. The site is surrounded by single family residential. A wooded area exists to the south. New houses to the north are zoned R2. The last of the homes are being built at this time. They are attractive, but

slightly smaller than the ones being proposed as part of this project. He then mentioned the plans they submitted showing their larger lots with larger lots on the west side of the development.

He mentioned four items noted in the IDRC report for Plan Commission consideration that they thought would add value to their project:

1. Not requiring a hammerhead at the end of Norbury.
2. Not requiring parallel water mains along Norbury.
3. Keeping the proposed storm drains as proposed on the concept plans.
4. Consideration regarding the fencing prohibition along 17th Street.

Michael Mondus of Spaceco, stated that they prepared the preliminary plat and engineering plans. The development is a 25-lot subdivision and they are proposing 66' rights of way with 28 feet roadways. All streets will have curb and gutter and storm sewers. All utilities and sanitary sewers will be connected at Main and 17th Street and will extend east to their site and then south to service the homes. Water is available from existing mains on 17th Street. All streets and lots will drain into the two on site detention facilities – one at the northeast corner of site and the other southern one between Etz Chaim and their subdivision.

Ben Kell, landscape architect noted the fencing along 17th Street. A stone monument is proposed at the entrance. Lots 15-22 will have a 6' board on board fence along the rear of the properties. They will provide ornamental trees and larger shrubs. Street trees will be provided per ordinance.

Chairperson Ryan then opened the meeting for public comment. There were no comments in favor or in opposition to the proposal. Chairperson Ryan then requested the staff report.

William Heniff, Senior Planner, reiterated the requested actions and summarized the project. Referencing the Comprehensive Plan, the petitioner's site plan proposes 25 single-family residential units on nine gross acres, which calculates to about 2.7 units per acre. The petitioner's average lot size is approximately 10,224 square feet, which computes to 4.26 net units per acre. In previous workshop sessions with the Plan Commission, the Commissioners noted that while R2 could be conceptually supported on the property, they wanted the lots to meet the intent of the Estate Residential Plan designation of 4 units per acre, or 10,000 square foot lots, but lot sizes of 9,000 square feet could be conceptually supported. In consideration of these densities and considering that inclusion of the two detention facilities totaling an additional 1.31 acres of open space, staff believes that the proposed land use and density complies with the recommended land use as stated in the Comprehensive Plan.

He noted that the proposed single-family subdivision is compatible with the existing single family residences surrounding the site. For comparative purposes, the eight single-family residences constructed north of 17th Street and abutting the project average 8,710 square feet in size. The lots along the west side of Main Street abutting the project average 16,684 square feet in size. These lots were platted prior to their annexation into the Village. The perimeter lots to the properties along Main Street average over 13,000 square feet in size are oriented away from the existing lots along Main Street. To the south of the proposed development are five single-family properties. The existing residences are situated along 20th Street and are subject to redevelopment in the future as new single family residences with development densities comparable to the densities proposed as part of this development proposal. Lastly, the property is bounded by on the east by non-residential uses. The proposed subdivision plan locates the detention facilities along the eastern side of the project to buffer the adjacent land uses. Staff finds that the proposed development is compatible with adjacent land uses.

He then discussed the specific zoning actions. Upon annexation to the Village, properties are automatically classified as R1 Single-Family Residential properties. The petitioner is requesting a map amendment to zone the properties into the R2 District. Staff finds that this amendment can be supported as the abutting residences to the north and west of the project are also zoned R2. The proposed lots meet the R2 minimum lot size width of 60 feet and 7,500 square feet in area - no additional relief is requested as part of the petition.

In order to address the site-specific constraints, the petitioner is requesting conditional use approval for a planned development for the subject property. Planned developments have been approved for other major single-family developments in the community in the recent past as these developments presented unique redevelopment challenges. Staff believes the proposed development also poses similar challenges and that a planned development is warranted. Moreover, a planned development also provides staff with a mechanism to regulate/control development attributes of the project to ensure that an enhanced development is constructed.

The proposed development is classified as a major development, and as such, full public improvements will be required for all streets within the development as well as 17th Street where it currently does not exist per the Village's specifications.

The petitioner has requested two variations from the Ordinance regulations, as follows:

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.

As there is no proposed means of access other than by the main access roadway, the street must be considered a dead end street or a cul-de-sac. The submitted plan shows Street "A" to be 632.52 feet in length and Street "C" to be 215 feet in length. These lengths exceed the maximum allowed by right.

The variation request is being created in part by a request from the Village to ensure that the subdivision provides a means to eventually connect to the properties south of the subject properties. As a cul-de-sac bulb is being proposed for within the development, the Fire Department does not have any objection to the request. Moreover, as the proposed variation is short-term in nature (upon completion of the roadway extension south of the site) the relief will no longer be needed. In consideration of the planned development standards relative to this request, staff supports the variation request.

As noted earlier, the proposed development will likely be extended to the south at some point in the future. Typically, we have required the installation of a temporary cul-de-sac bulb where such extensions are to occur (as was done with Columbine Glen Townhomes and is contemplated with the Buckingham Orchard development). However, in review of this plan, staff supports the submitted plan for the following reasons:

1. Only one lot would be affected (Lot 19);
2. A cul-de-sac will be provided and constructed immediately west of the dead end (fire equipment and vehicles will be able to turn-around without having to do a three-point turn); and
3. The detention facility could be fully constructed based upon the concept plans. The developer will not have to modify the detention pond at a later date.

Specific comments regarding the terminus are included in the IDRC engineering comments section.

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.

The proposed subdivision would create a street jog of approximately 130 feet between the existing Norbury Avenue and the new street. The jog was created in order to have a row of residences on the east side of the development backing up to the synagogue parking lot as well as the Outlot "B" detention basin. If Norbury was extended straight south from its current terminus, the reconfigured subdivision would lose two buildable lots. Also the street would be aligned in a manner that would result in proposed residences in phase two to the south of the subject property to have rear yards immediately abutting the adjacent office properties. The petitioner's plan could provide for cul-de-sac lots off the main roadway. Moreover, as Norbury itself is only a one-block street, the street jog will prevent additional traffic generated by the proposed development – trips would be directed to Main Street or Highland Avenue.

The Plan Commission requested additional engineering review of this issue. KLOA does not foresee a problem with the proposed street jog, provided that a stop sign be installed at the Norbury Avenue and Street "A" legs of the intersection and that parking should be prohibited for the portion of 17th Street between the two street segments. Should this development be approved, staff will forward the traffic signage recommendations to the Village's Traffic and Safety Committee for consideration.

The Subdivision and Development Ordinance states that through lots should be avoided where possible. While this is not an absolute requirement of the Ordinance, through lots have been minimized where possible. Lots 1 through 4 are considered through lots. The petitioner is proposing to construct a berm with dense vegetation along 17th Street to the rear (i.e., the north side) of these properties. Staff recommends as a condition of approval that the developer shall record covenants on Lot 1 through 4 restricting the use of the properties as follows:

1. That driveway access to 17th Street shall be prohibited;
2. 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;
3. 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
4. Any fencing erected on the site shall be located outside of the landscape easement area.

Detention facilities will be provided per the Ordinance. As the subject properties straddle a ridge line, stormwater detention would be provided in two outlots. One facility will be located along 17th Street. The second facility would be integrated into the existing Etz Chaim Synagogue facility east of the site. The two facilities will be wet-bottom facilities with sloped perimeters. Small retaining walls of less than three feet in height will also be added to the facilities to provide for additional stormwater storage capacity. A subdivision entrance sign will be erected on Outlot A. Staff also notes that the Ordinance will require additional perimeter landscape trees around the facility.

Staff will be creating an annexation and development agreement for review and consideration by the Village Board. The agreement will incorporate the plans and recommendations of the Plan Commission accordingly.

Referencing the Etz Chaim Property, he noted they received conditional use approval (Ordinance 4358) for a religious institution on the subject property. The existing synagogue was developed in compliance with the approvals in 1998. In 2000, an amendment to an existing conditional use (Ordinance 4358) to allow for the expansion of their parking lot at the synagogue was approved. This request provided for an additional 112 off-street parking spaces. To address stormwater issues, a detention facility was constructed south of the new lot.

The subdivision petitioner is seeking to incorporate the Etz Chaim detention facility into their subdivision plans. To facilitate this request, Etz Chaim is proposing to sell the land that is improved with the detention facility. It will then be redesigned to provide for a shared stormwater facility for the subdivision as well as Etz Chaim. The facility would be established as a separate lot within the subdivision. As a result, Etz Chaim would no longer meet the fifty percent open space requirement in the underlying R1 District (the property would only have 44 percent open space). As such, an amendment to the previous conditional uses is requested with relief from the open space requirements.

May 5, 2005

PC 05-09

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Etz Chaim is not proposing any additional improvements for their property. However, they do recommend as a condition of approval that the minimum open space provisions provide them with a small amount of flexibility to allow for minor improvements to their property (such as additional sidewalks or an expanded concrete play area), without having to through the public hearing process in the future. He noted the open space square footage for several other religious institutions in the Village for reference purposes. From staff's standpoint, this request can be supported as the open space will still be provided – the variation is largely a paper variation and no physical changes are proposed for the site.

He referenced an error in the staff recommendations for approval.

He then offered comments regarding the petitioner's remarks:

1. Regarding the hammerhead turn around, staff did not want to create a situation where traffic would utilize adjacent residential properties to maneuver.
2. Regarding the looped watermain, this is an IEPA requirement. The stormsewer comment was provided in order to ensure that the line would not interfere with the proposed watermain.
3. Regarding landscape island in cul-de-sacs - Fire and PW staff do not support their inclusions into bulbs.
4. Regarding storm drain issues – the comments was offered so as to not create conflicts with the proposed berm and to ensure proper drainage.
5. Fencing – he gave the reasons for wanting the fencing limitations.

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

Mr. Dunn had questions of staff – he requested that if the Commissioners follow staff's recommendations, he requests that removal of the hammerhead not be at their expense. Staff concurred. He then mentioned the fence on Lot 1 to 4 – they believed that the fencing on the north side would add ambiance and they were desirous of a wrought iron fence. Mr. Heniff stated that staff does not have a problem to incorporate their amended fence concept.

Commissioner Burke inquired about the hammerhead - where will it be installed? Mr. Heniff indicated that the pavement width would be extended to provide for the hammerhead within the proposed 66' right-of-way and would not impact Lots 18 & 19.

Commissioner Flint commended the petitioner for incorporating the items the Commissioners previously discussed.

Commissioner Olbrysh concurred. He would prefer R1 over R2, but the average lot size is well over 10,000 square feet. He is pleased how this has turned out.

Commissioner Zorn noted that she liked the revisions to the plans to create more uniform lot sizes.

After due consideration of the petition and the testimony presented, the Plan Commission found that the petition complies with the standards required by the Lombard Zoning Ordinance. Therefore, the Plan Commission, by a roll call vote of 5-0, recommended to the Corporate Authorities **approval** of the petition associated with PC 05-09 subject to the following conditions as amended:

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.

The Plan Commission also recommends approval of an amendment to Ordinances 4358 and 4869, to incorporate the variation request included within the petitioner's request, subject to the following condition:

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

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The Commissioner's also noted their support of provisions for the eventual removal of a requested temporary hammerhead within the annexation/development agreement.

Respectfully,

VILLAGE OF LOMBARD


Donald F. Ryan
Lombard Plan Commission

att-

c. Petitioner
Lombard Plan Commission

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Yorkshire Woods Subdivision

Gerardi and Sons Development

Requested Actions

- Annexation & Annexation Agreement
- Zoning Map Amendment: R1 to R2
- Conditional Use/Planned Development
- Length of Cul-de-sac Variation: 660ft+
- Street Jog: Less than 200ft
- Preliminary Plat (Eng. Etc.) Approval

Existing House



The Site

- Approximately 9 Acres Near South-Central Lombard
- Four Houses Each on Approximately Two Acres Each
- Additional Land Acquired to the South
- Addition of an Existing Storm Water Management Area

Newer Housing to the North



Nearby Area

- North: Newer Houses Across 17th Street
- East: Etz Chaim Synagogue & Office Buildings
- South: Houses on Larger Lots, North of Twentieth Street
- West: Houses on Larger Lots, East of Main Street

Existing Storm Water Management Area



Petitioners Comments

- The Development Team Agrees With the Lombard Inter-Development Review Group Report
- The Development Team Will Comply With Staff Recommendations
- The Development Team Requests that the Requested Actions Be Sent to the Board of Trustees

**VILLAGE OF LOMBARD
INTER-DEVELOPMENTAL REVIEW GROUP REPORT**

TO: Lombard Plan Commission

HEARING DATE: April 18, 2005

FROM: Department of Community
Development

PREPARED BY: William J. Heniff, AICP
Senior Planner

TITLE

PC 05-09; 7, 11, and 105 East 17th Street, 19W723 17th Street, 6 and 10 East 20th Street and 1710 South Highland Avenue: The petitioner requests that the Village take the following actions on the subject properties as follows:

For the properties at 7, 11, and 105 East 17th Street, 19W723 17th Street, and the north 70 feet of 6 and 10 East 20th Street:

1. Approval of an Annexation Agreement; and
2. Annexation to the Village of Lombard.

For the properties at 7, 11, and 105 East 17th Street, 19W723 17th Street, the north 70 feet of 6 and 10 East 20th Street and the south 296 feet of 1710 South Highland Avenue:

1. Approval of a map amendment rezoning the property from the R1 to the R2 Single Family Residence District.
2. Approval of a conditional use for a planned development, with the following variations from the Subdivision and Development 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; and
3. Approve a preliminary plat of subdivision for the subject property.

For the property located at 1710 South Highland Avenue only:

1. Approval of a map amendment rezoning the property from the R1 to the R2 Single Family Residence District (*this item has been withdrawn*);

East: DuPage County R-3 Single Family Residential District, and developed as single family residences

West: Lombard R2 Single Family Residence District and DuPage County R-3 Single Family Residential District, and developed as single family residences

ANALYSIS

SUBMITTALS

This report is based on the petitioner's document submittal filed on March 18, 2005 with the Department of Community Development and includes the following items:

1. Petition for Public Hearing, signature dated March 18, 2005, with attachments.
2. Responses to Standards.
3. Plat of Survey for proposed subdivision, prepared by Spaceco, Inc., dated March 3, 2005.
4. ALTA/ACSM Land Title Survey, prepared by Gentile & Associates, Inc., dated March 17, 2005.
5. Preliminary Plat of Subdivision/Site Plan, prepared by Spaceco, Inc., dated March 8, 2005 and revised April 11, 2005.
6. Preliminary Engineering Plan, prepared by Spaceco, Inc., dated March 16, 2005.
7. Preliminary Landscape Plan, prepared by Gary R. Weber Associates, Inc., dated March 16, 2005.
8. Preliminary Plat of Subdivision (Etz Chaim Resubdivision), prepared by Gentile & Associates, Inc., dated March 25, 2005.

BACKGROUND

The petitioner intends to acquire four unincorporated properties located along 17th Street and the rear portions of two other residential properties currently improved with single family residences along 20th Street, annex the properties into the Village and redevelop the site with 25 single family homes, per the submitted plans. The subdivision plan would be established as a planned development within the R2 District. Two variations to the Subdivision and Development Ordinance pertaining to cul-de-sac street length and street jogs are included within this request.

Also associated with this request, the petitioner is proposing to acquire an existing detention facility located on the adjacent Etz Chaim Synagogue property. To facilitate this portion of the request, Etz Chaim is requesting approval of companion amendments to their property so that they remain in full compliance with Village Code.

Note: If approved, the petitioner is proposing to construction the subdivision improvements and will likely sell the lots to separate builders, who will construct the single family residences. As such, no housing plans are submitted as part of the petition.

INTER-DEPARTMENTAL REVIEW COMMENTS

PUBLIC WORKS & PRIVATE ENGINEERING

The Public Works Department, Engineering Division and Community Development Private Engineering Services Division have reviewed the proposal and offers the following comments related to drainage, utilities and the public right-of-way:

1. A hammer head turn around needs to be installed at the southern terminus of Norbury until the road is continued down to 20th 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 17th 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.

Additional comments may be added as part of the final engineering permit submittal. However, the comments noted above can be satisfactorily addressed as part of the final engineering submittal without major modifications to the proposed plat.

FIRE AND BUILDING

The Fire Department does not have any comments on the submitted plans.

PLANNING

For clarity purposes, this report is divided into two sections: a discussion of the proposed subdivision and a discussion of the Etz Chaim property. The actions for Etz Chaim are only requested in light of the proposed subdivision petition – if the subdivision does not proceed, there is no need to amend any of the previous approvals for the Etz Chaim site.

SUBDIVISION ACTIONS

Compatibility with the Comprehensive Plan

The Comprehensive Plan calls for this area to be developed as Estate Residential (4 units per acre or roughly 10,000 square foot lots).

The petitioner's site plan proposes 25 single-family residential units on nine gross acres, which calculates to about 2.7 units per acre. The petitioner's average lot size is approximately 10,224 square feet, which computes to 4.26 net units per acre.

In previous workshop sessions with the Plan Commission (January, 2003, November, 2004 and February, 2005), the Commissioners noted that while R2 could be conceptually supported on the property, they wanted the lots to be more in keeping with the intent of the Estate Residential Plan designation of 4 units per acre, or 10,000 square foot lots, but lot sizes of 9,000 square feet could be conceptually supported. To address this issue, the submitted plans have the following lot characteristics (in square feet):

	<u>Petitioner's Plan</u>
Largest lot size:	15,133 (lot 15)
Smallest lot size:	8,388 (lot 8)
Mean lot size:	10,172
Median lot size (50% of lot sizes are larger, 50% are smaller)	9,030
Mode lot size (most common occurrence):	9,030

In consideration of the these densities and considering that inclusion of the two detention facilities totaling an additional 1.31 acres of open space, staff believes that the proposed land use and density complies with the recommended land use as stated in the Comprehensive Plan.

Compatibility with Surrounding Land Uses

The proposed single-family subdivision is compatible with the existing single family residences surrounding the site. For comparative purposes, the eight single-family residences constructed north of 17th Street and abutting the project average 8,710 square feet in size. The lots along the west side of Main Street abutting the project average 16,684 square feet in size. These lots were platted prior to their annexation into the Village. The perimeter lots to the properties along Main Street average over 13,000 square feet in size are oriented away from the existing lots along Main Street. To the south of the proposed development are five single-family properties. The existing residences are situated along 20th Street and are subject to redevelopment in the future as new single family residences with development densities comparable to the densities proposed as part of this development proposal. Lastly, the property is bounded by on the east by non-residential uses. The proposed subdivision plan locates the detention facilities along the eastern side of the project to buffer the adjacent land uses. Staff finds that the proposed development is compatible with adjacent land uses.

Compliance with the Zoning Ordinance

Map Amendment

Upon annexation to the Village, properties are automatically classified as R1 Single-Family Residential properties. The petitioner is requesting a map amendment to zone the properties into the R2 District.

Staff finds that this amendment can be supported as the abutting residences to the north and west of the project are also zoned R2. The zoning designation would be compatible with the adjacent residential properties and would be consistent with past zoning actions and the trend of development for properties abutting the subject property. The proposed lots meet the R2 minimum lot size width of 60 feet and 7,500 square feet in area - no additional relief is requested as part of the petition.

Conditional use for a planned development

In order to address the site-specific constraints, the petitioner is requesting conditional use approval for a planned development for the subject property. Planned developments have been approved for other major single-family developments in the community in the recent past (e.g., Providence, Providence Oaks, Providence Glen and Regency Estates) as these developments presented unique redevelopment challenges. Staff believes the proposed development also poses similar challenges and that a planned development is warranted. Moreover, a planned development also provides staff with a mechanism to regulate/control development attributes of the project to ensure that an enhanced development is constructed.

Compliance with the Subdivision and Development Ordinance

The proposed development is classified as a major development, and as such, full public improvements will be required for all streets within the development as well as 17th Street where it currently does not exist per the Village's specifications.

The petitioner has requested two variations from the Ordinance regulations, as follows:

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.

As there is no proposed means of access other than by the main access roadway, the street must be considered a dead end street or a cul-de-sac. The submitted plan shows Street "A" to be 632.52 feet in length and Street "C" to be 215 feet in length. These lengths exceed the maximum allowed by right.

The variation request is being created in part by a request from the Village to ensure that the subdivision provides a means to eventually connect to the properties south of the subject properties. As a cul-de-sac bulb is being proposed for within the development, the Fire Department does not have any objection to the request. Moreover, as the proposed variation is short-term in nature (upon completion of the roadway extension south of the site the relief will no longer be needed). In consideration of the planned development standards relative to this request, staff supports the variation request.

As noted earlier, the proposed development will likely be extended to the south at some point in the future. Typically, we have required the installation of a temporary cul-de-sac bulb where such extensions are to occur (as was done with Columbine Glen Townhomes and is contemplated with the Buckingham Orchard development). However, in review of this plan, staff supports the submitted plan for the following reasons:

1. Only one lot would be affected (Lot 19);
2. A cul-de-sac will be provided and constructed immediately west of the dead end (fire equipment and vehicles will be able to turn-around without having to do a three-point turn); and
3. The detention facility could be fully constructed based upon the concept plans. The developer will not have to modify the detention pond at a later date.

Specific comments regarding the terminus are included in the IDRC engineering comments section.

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.

The proposed subdivision would create a street jog of approximately 130 feet between the existing Norbury Avenue and the new street. The jog was created in order to have a row of residences on the east side of the development backing up to the synagogue parking lot as well as the Outlot "B" detention basin. If Norbury was extended straight south from its current terminus, the reconfigured subdivision would lose two buildable lots. Also the street would be aligned in a manner that would result in proposed residences in phase two to the south of the subject property to have rear yards immediately abutting the adjacent office properties. The petitioner's plan could provide for cul-de-sac lots off the main roadway. Moreover, as Norbury itself is only a one-

block street, the street jog will prevent additional traffic generated by the proposed development – trips would be directed to Main Street or Highland Avenue.

The Plan Commission requested additional engineering review of this issue. KLOA completed an analysis of this request and the traffic report is provided in Attachment B. Simply stated, KLOA does not foresee a problem with the proposed street jog, provided that a stop sign be installed at the Norbury Avenue and Street “A” legs of the intersection and that parking should be prohibited for the portion of 17th Street between the two street segments. Should this development be approved, staff will forward the traffic signage recommendations to the Village’s Traffic and Safety Committee for consideration.

Through Lots

The Subdivision and Development Ordinance states that through lots should be avoided where possible. While this is not an absolute requirement of the Ordinance, through lots have been minimized where possible. Lots 1 through 4 are considered through lots.

The petitioner is proposing to construct a berm with dense vegetation along 17th Street to the rear (i.e., the north side) of these properties. Staff recommends as a condition of approval that the developer shall record covenants on Lot 1 through 4 restricting the use of the properties as follows:

1. That driveway access to 17th Street shall be prohibited;
2. 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;
3. 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
4. Any fencing erected on the site shall be located outside of the landscape easement area.

Detention Facility

Detention facilities will be provided per the Ordinance. As the subject properties straddle a ridge line, stormwater detention would be provided in two outlots. One facility will be located along 17th Street. The second facility would be integrated into the existing Etz Chaim Synagogue facility east of the site. The two facilities will be wet-bottom facilities with sloped perimeters. Small retaining walls of less than three feet in height will also be added to the facilities to provide for additional stormwater storage capacity. A subdivision entrance sign will be erected on Outlot A. Staff also notes that the Ordinance will require additional perimeter landscape trees around the facility.

Subdivision/Street Names

The petitioner’s preliminary plans have not included street names at this time. Should the preliminary plat be approved staff will provide street names to be included on the final plat. The petitioner is also amending their proposed subdivision development name to “Yorkshire Woods” from “York Woods” to be in compliance with Code (the Ordinance specifically prohibits the use of other governmental entities located in DuPage County in their subdivision name).

Annexation/Development Agreement

Staff will be creating an annexation and development agreement for review and consideration by the Village Board. The agreement will incorporate the plans and recommendations of the Plan Commission accordingly.

ETZ CHAIM ACTIONS

History of the Etz Chaim Property

In 1997, Etz Chaim received conditional use approval (Ordinance 4358) for a religious institution on the subject property. The existing synagogue was developed in compliance with the approvals in 1998. In 2000, an amendment to an existing conditional use (Ordinance 4358) to allow for the expansion of their parking lot at the synagogue was approved. This request provided for an additional 112 off-street parking spaces. To address stormwater issues, a detention facility was constructed south of the new lot.

The subdivision petitioner is seeking to incorporate the Etz Chaim detention facility into their subdivision plans. To facilitate this request, Etz Chaim is proposing to sell the land that is improved with the detention facility. It will then be redesigned to provide for a shared stormwater facility for the subdivision as well as Etz Chaim. The facility would be established as a separate lot within the subdivision. As a result, Etz Chaim would no longer meet the fifty percent open space requirement in the underlying R1 District (the property would only have 44 percent open space). As such, an amendment to the previous conditional uses is requested with relief from the open space requirements.

Etz Chaim is not proposing any additional improvements for their property. However, they do recommend as a condition of approval that the minimum open space provisions provide them with a small amount of flexibility to allow for minor improvements to their property (such as additional sidewalks or an expanded concrete play area), without having to through the public hearing process in the future.

Compatibility with the Comprehensive Plan

The Comprehensive Plan recommends Public and Institutional Uses for the existing Etz Chaim property, reflective of the existing use on the site. Therefore, the property meets the provisions of the Plan.

Compatibility with Surrounding Land Uses

As no physical improvements are proposed on the Etz Chaim property itself, the request will not affect adjacent properties.

Compliance with the Zoning Ordinance

Religious institutions are classified as conditional uses within the R1 Single-Family Residence District. Expansions or alterations to an existing conditional use requires an amendment to the

previously granted conditional use. This request would only amend the legal description of the conditional use approval and would grant the open space relief.

Attachment C denotes the open space square footage for other religious institutions in the Village for reference purposes. From staff's standpoint, this request can be supported as the open space will still be provided – the variation is largely a paper variation and no physical changes are proposed for the site.

Compliance with the Subdivision and Development Ordinance

To meet the requirements of the Subdivision and Development Ordinance, the petitioner has prepared a Plat of Resubdivision for the subject property, which will be considered in conjunction with the subdivision request.

FINDINGS AND RECOMMENDATIONS

The Department of Community Development has determined that the proposed development is compatible with the surrounding land uses and the comprehensive plan.

The Inter-Departmental Review Committee recommends that the Plan Commission make the following motion recommending approval of this petition subject to the conditions described below.

Based on the submitted petition and the testimony presented, the proposed conditional use and variations do comply with the standards required by the Lombard Zoning Ordinance and Subdivision and Development Ordinance and that the planned development would be within the public interest; and, therefore, I move that the Plan Commission accept the findings of the Inter-departmental Review Report as the findings of the Plan Commission and therefore, I move that the Plan Commission recommend to the Corporate Authorities **approval** of PC 05-09, subject to the following conditions:

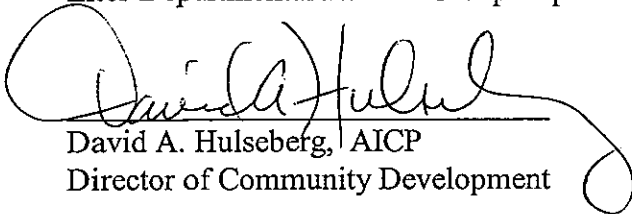
1. That the petitioner shall develop the facility essentially in accordance with the plans prepared by Spaceco, Inc., dated March 8, 2005 and revised April 11, 2005; the Preliminary Engineering Plan, prepared by Spaceco, Inc., dated March 16, 2005 and the Preliminary Landscape Plan, prepared by Gary 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 on the site shall be located outside of the landscape easement area.
6. That the development shall be developed consistent with all Codes of the Village.

The Plan Commission also recommends approval of an amendment to Ordinances 4358 and 4869, to incorporate the variation request included within the petitioner's request, subject to the following condition:

1. That the overall lot coverage not exceed 32.9% of the lot area.

Inter-Departmental Review Group Report Approved By:



David A. Hulseberg, AICP
Director of Community Development

c: Petitioner

**Attachment A
List of Property Owners**

06-20-301-006
RADER, GERALD M
7 E 17TH ST
LOMBARD IL 60148

06-20-301-007
BERGER, RICHARD II & C M
11 E 17TH ST
LOMBARD IL 60148

06-20-301-008
POWERS, JAMES J
19W723 17TH ST
LOMBARD IL 60148

06-20-301-009
SLAVIK, CYRIL H
105 E 17TH ST
LOMBARD IL 60148

06-20-301-015
NORKUS, ALEX & P G TRUST
6 E 20TH ST
LOMBARD IL 60148

06-20-301-016
SUNRISE HOMES INC
710 WESTERN AVE
LOMBARD IL 60148

06-20-301-035
CONGREGATION ETZ CHAIM
1710 S HIGHLAND AVE
LOMBARD IL 60148

Plan Commission
Re: PC 05-09
Page 13

Attachment B
KLOA Traffic Report

See attached pages



KENIG, LINDGREN, O'HARA, ABOONA, INC.

9575 W Higgins Road • Suite 400
Rosemont, Illinois 60018

(847) 518-9990 • Fax (847) 518-9987
email kloa@kloainc.com

MEMORANDUM TO: Bill Heniff
Village of Lombard

FROM: Javier Millan
William R. Woodward

DATE: April 5, 2005

SUBJECT: 17th Street and Main Subdivision Access Evaluation
Lombard, Illinois

At your request, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) performed a traffic impact and access evaluation for the proposed 17th Street and Main Subdivision. Currently, the site is occupied by a few single-family homes that will be razed for this development.

The development will contain 25 single-family dwellings, accessed via a new access roadway that will T-intersect 17th Street from the south, approximately 130 feet west of Norbury Avenue. The new roadway will slightly align opposite a residential driveway on the north side of 17th Street. Figure 1 shows an aerial view of the site area in respect to the surrounding roadway system.

The purpose of this study was to examine existing traffic conditions, assess the impact that the proposed development would have on traffic conditions in the area, and determine if any street or access improvements are necessary to accommodate development-generated traffic.

Existing Conditions

The proposed development is located primarily within a residential area. The Etz Chaim Synagogue is located off Highland Avenue, east of the development. The characteristics of the existing streets near the site are described below.

17th Street is a two-lane, local roadway, that T-intersects Highland Avenue to the east and extends to the west past Main Street. A single lane approach (a shared left/through/right-turn lane) is provided at its stop sign-controlled intersections at Highland Avenue and at Main Street. The posted speed limit is 30 miles per hour (mph) and on-street parking is restricted on the north side of the street on Sundays from 8:00AM to 12:00PM. 17th Street provides access to Norbury Avenue, the Etz Chaim Synagogue parking lot, and private driveways to several single-family homes. This roadway is under the jurisdiction of the Village of Lombard.

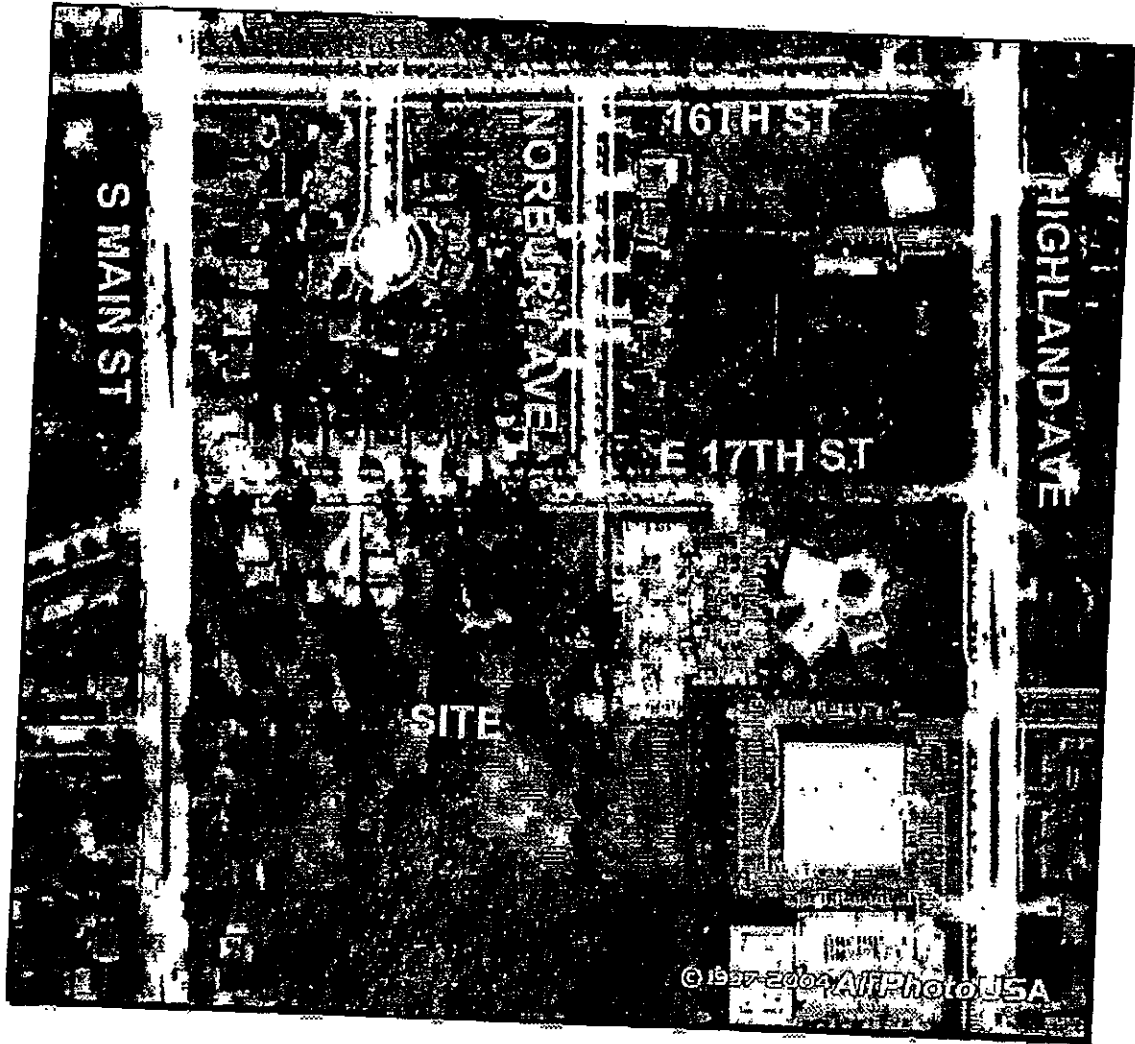


Figure 1
Site Location

Norbury Avenue is a two-lane roadway, which provides access to approximately 14 homes, and extends from its southern T-intersection terminus at 17th Street to its northern T-intersection terminus at 16th Street. No stop control signage is posted at its intersection with 17th Street or at 16th Street, which indicates that the volume of traffic on *Norbury Avenue* is negligible and will naturally yield to through traffic on 17th Street and on 16th Street. This roadway is under the jurisdiction of the Village of Lombard.

Traffic Characteristics of the Residential Development

To evaluate the impact of the subject development on the area street system, it was necessary to quantify the number of vehicle trips the site will generate during the weekday morning and afternoon peak hours.

Proposed Site and Development Plan

As previously mentioned, the development proposes 25 single-family dwellings served by a new access roadway to be located approximately 130 feet west of *Norbury Avenue*.

Site Traffic Generation

The estimates of traffic to be generated by the overall site are based upon the proposed land use type and size. The volume of traffic generated by the subject development was estimated using data (Land Use Code 210) published by the Institute of Transportation Engineers (ITE) in its *Trip Generation Manual*, 7th Edition.

The total trips anticipated with this development are detailed in Table 1.

Table 1
ESTIMATED SITE-GENERATED TRAFFIC VOLUMES

Land Use	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Weekday (24-Hour)		
	In	Out	Total	In	Out	Total	In	Out	Total
25 Single-Family Homes	7	20	27	19	12	31	145	145	290

As shown in Table 1, the proposed development will generate a total (both ingress/egress movements) of 290 vehicle-trips during a weekday (24-hour period), 27 vehicle-trips during the weekday morning peak hour, and a total of 31 vehicle-trips during the weekday afternoon peak hour. Thus, this development is expected to generate a low volume of traffic.

Based on trip generation rates found in the ITE Trip Generation, it can be assumed that *Norbury Avenue* (14 homes) generates a little more than half of the estimated traffic generated by the proposed development. In addition, *Norbury Avenue* connects to both 17th Street and 16th Street, thus providing two access points to these existing homes. Based on field observations, *Norbury Avenue* is not used as a “cut-through” street to connect vehicles between 16th Street and 17th Street.

Access Evaluation

We understand there are concerns regarding the adequacy of the 130 feet spacing between the proposed access roadway and Norbury Avenue. According to the manual *Residential Streets, Third Edition*, published by the Urban Land Institute (ULI), the American Society of Civil Engineers (ASCE), the National Association of Home Builders (NAHB) and ITE, "intersections should be spaced far enough apart so that traffic stopped to make left turns at one intersection does not back up sufficiently to interfere with traffic movements at the next intersection. On low volume streets, a distance of 125 feet is usually adequate."

Furthermore, there will be negligible turning movement conflicts between the access roadway and Norbury Avenue because of the low volume of estimated traffic generated by the proposed development and Norbury Avenue coupled with the low volume of traffic traversing 17th Street at a low rate of speed.

Ideally, the proposed access roadway should align with Norbury Avenue. However, based on the above information, it is our professional opinion that the proposed 130 feet spacing between the proposed access roadway and Norbury Avenue is acceptable.

Conclusion and Recommendations

Traffic generated by the proposed development will not have an impact on the surrounding roadway network. Although it is ideal to align the new roadway with Norbury Avenue, according to accepted standards, the proposed location of the new roadway is spaced appropriately from Norbury Avenue, resulting in a negligible impact on both 17th Street and on Norbury Avenue. No turning lanes are needed on 17th Street to accommodate the proposed development.

The following are recommendations to enhance traffic flow in the surrounding area:

1. The new access roadway should provide one inbound and one outbound lane at its intersection with 17th Street.
2. Outbound movements at the new access roadway should be under stop-sign control.
3. Norbury Avenue southbound traffic should be under stop-sign control at its intersection with 17th Street. Although Norbury Avenue is a low traffic generator, a stop sign is recommended because of its offset to the new access roadway and to also compliment the stop sign recommended at the access roadway.
4. On-street parking should be prohibited on the south side of 17th Street a minimum of 25 feet in either direction of Access A. This promotes better sight-distance for turning movements.

Appendix C

Analysis of Lot Coverage for Existing Lots Improved with Religious Institutions/Schools

A review of Plan Commission and Zoning Board of Appeals cases has revealed a pattern with regard to the amount of lot coverage existing at churches that are located within residential districts. Lot coverage for many of these sites is between in the 60-70% range, even though the Zoning Ordinance permits no more than 50% lot coverage. Staff surveyed a number of church sites within established residential area; details of the researched properties are listed below.

Name	Address	District	Lot Size	Improvements	Lot Coverage
Lombard Gospel Chapel	369 N. Grace	R2	31, 280 sq. ft.	22,840 sq. ft.	73.0%
Apostolic Church of Jesus Christ	702 S. Grace	R2	11, 690 sq. ft.	7,600 sq. ft.	65.8%
Church of Jesus Christ of Latter Day Saints	405 S. Westmore	R4	20,000 sq. ft.	12,908 sq. ft.	64.5%
Calvary Episcopal Church	105 W. Maple	R2	67,208 sq. ft.	39,554 sq. ft.	63.6%
Holy Trinity Lutheran Church	350 E. Madison	R2	82,132 sq. ft.	50,562 sq. ft.	61.6%
Grace Baptist Church	1100 S. Fairfield	R2	34,336 sq. ft.	21,171 sq. ft.	61.6%
Berean Bible Students Church	535 E. Maple	R2	81,718 sq. ft.	50,202 sq. ft.	61.4%
St. Timothy Ev. Lutheran Church	547 N. Main	R2	106,562 sq. ft.	49,287 sq. ft.	46.3%
Assembly of God	447 W. North	R2	63,106 sq. ft.	22,189 sq. ft.	35.2%
St. Thomas Marthoma Church	710 N. Main St.	R2	Approx. 80,000 sq. ft.	53680 sq. ft.	32.9%
Lombard Mennonite Church	528 E. Madison	R2	109,984 sq. ft.	35,052 sq. ft.	31.9%

Staff notes that relief has been granted for a number of religious institutions/schools to either reduce the parking requirement or to allow for deviations from the open space requirement including Sacred Heart (Ordinance 4936) from 50 % to 12% and parking design reductions Lombard Bible Church (Ordinance 4613). Other religious institutions received variations for interior landscaping or setback provisions (former Lombard Church of the Nazarene, St. John's Lutheran Church and First Church of Lombard). While each case is reviewed on its own merit, staff feels that a precedent has been established to grant variations or deviations for religious institutions/schools in order to provide for a better overall site plan that minimizes the impact on surrounding properties.

ORDINANCE _____

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

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

(See also Ordinance No.(s)_____)

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

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

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

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

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

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

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located at 7, 11, and 105 East 17th Street, 19W723 17th Street, and the north 70 feet of 6

Ordinance No. _____
Re: PC 05-09 Annexation
Page 2

and 10 East 20th 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 _____ day of _____, 2005.

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

Passed on second reading this _____ day of _____, 2005.

Ayes: _____

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

Nayes: _____

Absent: _____

Approved this ____ day of _____, 2004.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

ORDINANCE _____

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

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

(See also Ordinance No.(s)_____)

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 17th Street, 19W723 17th Street, the north 70 feet of 6 and 10 East 20th 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

Ordinance No. _____
Re: PC 05-09 – Map Amendment
Page 3

SECTION 3: That the official zoning map of the Village of Lombard be changed in conformance with the provisions of this ordinance.

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

Passed on first reading this _____ day of _____, 2005.

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

Passed on second reading this _____ day of _____, 2005.

Ayes: _____

Nayes: _____

Absent: _____

Approved this _____ day of _____, 2005.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

ORDINANCE NO. _____

**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 17th Street, 19W723 17th Street, and the north 70 feet of 6 and 10 East 20th Street and the south 296 feet of 1710 South Highland Avenue (Yorkshire Woods Subdivision))

(See also Ordinance No.(s) _____)

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 17th Street, 19W723 17th Street, the north 70 feet of 6 and 10 East 20th 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 CHAIN 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 _____ day of _____, 2005.

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

Passed on second reading this _____ day of _____, 2005.

Ayes: _____

Nayes: _____

Absent: _____

Approved this _____, day of _____, 2005.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

ORDINANCE _____

**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))

(See also Ordinance No.(s) _____)

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 17th 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 _____ day of _____, 2005.

Ordinance No. _____
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 _____ day of _____, 2005.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____, day of _____, 2005.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

ORDINANCE _____

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

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

See also Ordinance No.(s) _____)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the properties located at 7, 11, and 105 East 17th Street, 19W723 17th Street, the north 70 feet of 6 and 10 East 20th 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 17th Street, 19W723 17th Street, the north 70 feet of 6 and 10 East 20th 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 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 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 ____ day of _____, 2005.

Passed on second reading this ____ day of _____, 2005.

Ayes: _____

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

Nayes: _____

Absent: _____

Approved this _____, day of _____, 2005.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

Space above reserved for Recorder's use

**ANNEXATION AGREEMENT DATED _____, 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 17th Street, 19W723 17th Street, 6 and 10
East 20th 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 _____ day of May, 2005, by and between the **VILLAGE OF LOMBARD**, a municipal corporation (hereinafter referred to as "Village"); _____ (hereinafter collectively referred to as "Owner"); and _____, 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

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 17th 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. 17th 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: _____
Village President

Village Clerk

DATED: _____

DEVELOPER:

ATTEST:

By: _____
Its _____

Its _____

DATED: _____

OWNER

ATTEST:

By: _____
Its _____

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 _____ day of _____, _____.

Commission expires _____,20____.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that _____, 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 _____ day of _____, 20_____.

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 _____ personally known to me to be the President and Secretary of **GERARDI & SONS DEVELOPMENT CORPORATION, AN ILLINOIS CORPORATION**, appeared before me this ____ day of _____, 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 _____ day of _____, 2005.

{SEAL}

Notary Public
Print Name: _____
My Commission Expires: _____

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 17th Street, 19W723 17th Street, 6 and 10 East 20th 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.

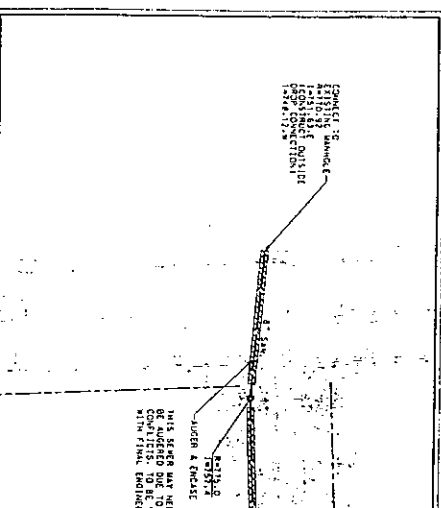
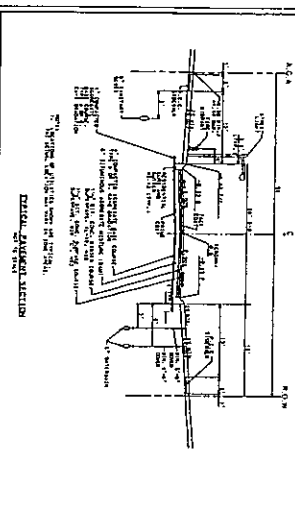
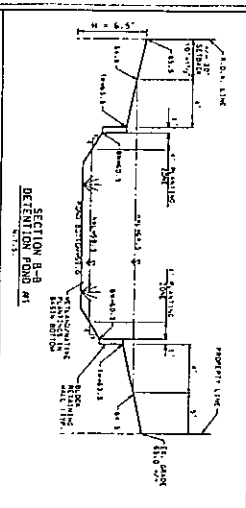
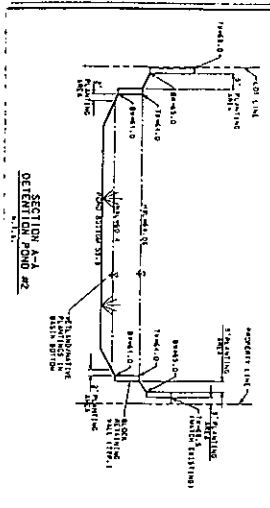
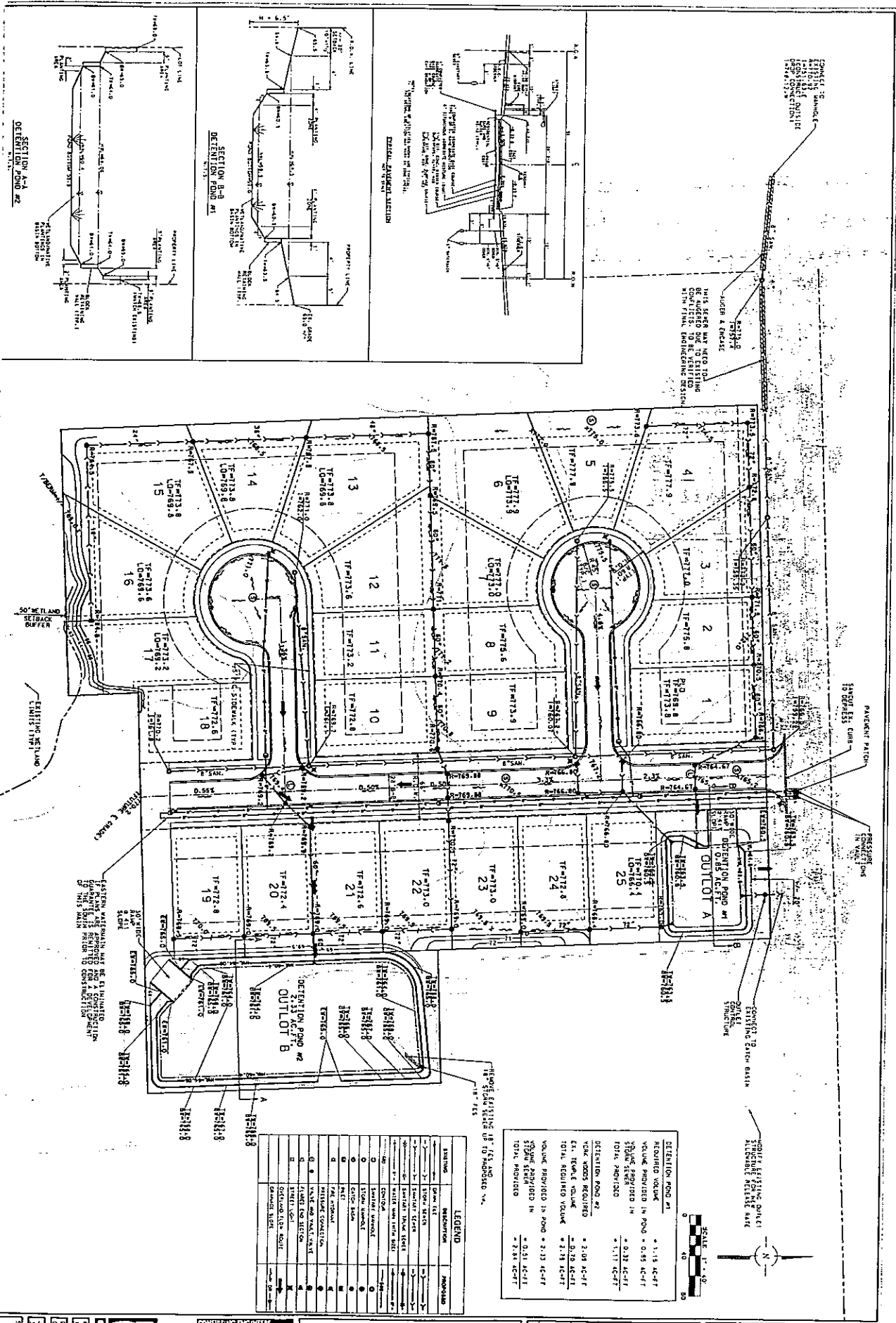
ALSO, THAT PART OF LOT 1 AS SHOWN ON THE ETZ CHAIM PLAT OF CONSOLIDATION RECORDED SEPTEMBER 10, 2002 AS DOCUMENT R2002-233574 BEING A SUBDIVISION OF PART OF TRACT 6 AND TRACT 35 IN FREDERICK H. BARTLETT'S HILLSDALE FARMS, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE. BEGINNING AT THE NORTHEAST CORNER 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 17th Street, 19W723 17th Street, 6 and 10 East 20th Street and 1710 South Highland Avenue, Lombard, Illinois 60148

EXHIBIT D

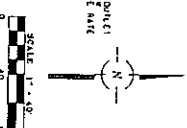
Site Plan and Plans & Specifications



DETENTION POND #1
REQUIRED VOLUME = 1.13 AC-F
VOLUME PROVIDED IN POND = 0.85 AC-F
VOLUME DEFICIT IN POND = 0.28 AC-F
TOTAL PROVIDED = 1.17 AC-F

DETENTION POND #2
REQUIRED VOLUME = 2.08 AC-F
VOLUME PROVIDED IN POND = 0.79 AC-F
VOLUME DEFICIT IN POND = 1.29 AC-F
TOTAL PROVIDED = 2.38 AC-F

SYMBOL	DESCRIPTION	PROVIDED
1	Gravel	1.13 AC-F
2	Gravel	0.85 AC-F
3	Gravel	0.28 AC-F
4	Gravel	1.17 AC-F
5	Gravel	2.08 AC-F
6	Gravel	0.79 AC-F
7	Gravel	1.29 AC-F
8	Gravel	2.38 AC-F

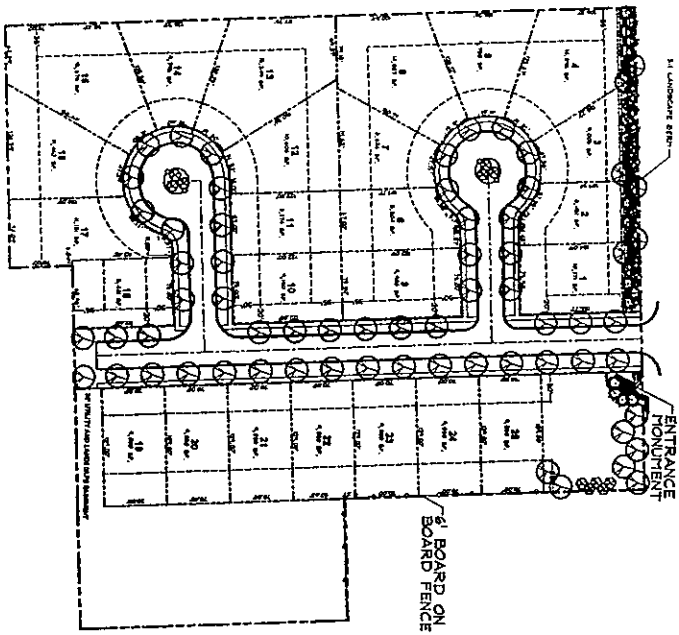


CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

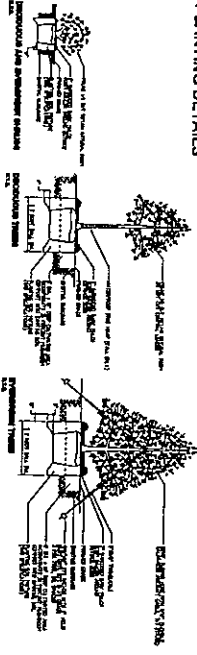
PRELIMINARY ENGINEERING PLAN
YORK WOODS SUBDIVISION
LOMBARD, ILLINOIS

DATE: 02/11/11
SCALE: AS SHOWN
DRAWN BY: [Name]
CHECKED BY: [Name]
PROJECT: YORK WOODS SUBDIVISION

EXHIBIT E
Landscape Plan

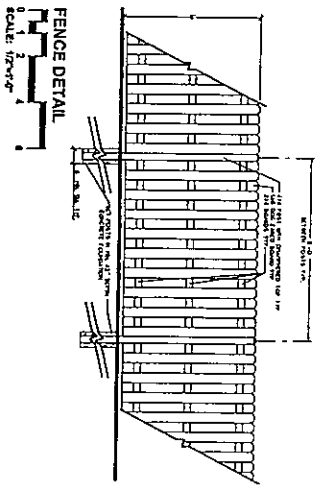
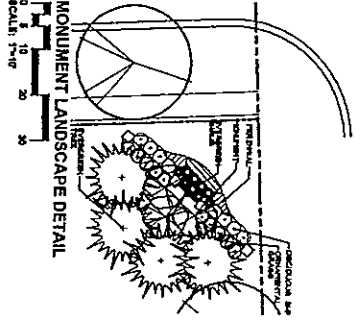
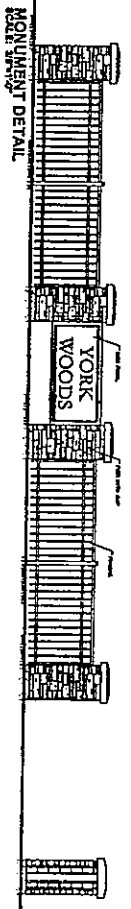


PLANTING DETAILS



REPRESENTATIVE PLANT LIST

Key	Plant Name	Quantity	Notes
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YORK WOODS

LOMBARD, ILLINOIS

PRELIMINARY LANDSCAPE PLAN

QUANTA YEAH ASSOCIATES, INC. LANDSCAPE ARCHITECTS

1111 N. WASHINGTON ST. SUITE 200 CHICAGO, IL 60610

TEL: (312) 467-1111 FAX: (312) 467-1112

WWW.QUANTAYEAH.COM

DATE: 10/15/10

PROJECT: YORK WOODS

SCALE: 1"=10'

1 2 3 4

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.

ATTEST:

By: _____
Its: _____

Dated: _____, 2004

DEVELOPER:

GERARDI & SONS DEVELOPMENT CORPORATION

By: _____
Name: _____
Its: President

VILLAGE OF LOMBARD

ATTEST:

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

Dated: _____, 2005

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

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 17th Street, 19W723 17th Street, 6 and 10 East 20th 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 20th 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 17th 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.