

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: January 30, 2008 (BOT) Date: February 7, 2008

TITLE: PC 08-03: 1022 S. Finley Road

SUBMITTED BY: Department of Community Development *John*

BACKGROUND/POLICY IMPLICATIONS:

Your Plan Commission transmits for your consideration its recommendation relative to the above-mentioned petition. This petition requests that the Village take following actions on the subject property:

1. Approval of an Annexation Agreement; (2/3 of Corporate Authorities Vote Required)
2. Annexation to the Village of Lombard;
3. Approval of a map amendment from the R0 Single-Family Residence District to the R1 Single-Family Resident District; and
4. Approval of a minor plat of subdivision with a variation from Section 155.405 (E) to reduce the required minimum lot width from seventy-five feet (75') to sixty feet (60'). (UNINCORPORATED)

The Plan Commission recommended approval of this petition with conditions.

Please place this item on the February 7, 2008 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X _____	Date _____

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
Assistant Village Manager/Director of Community Development *dah*

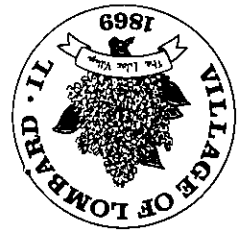
DATE: February 7, 2008

SUBJECT: PC 08-03: 1022 S. Finley Road

Attached please find the following items for Village Board consideration as part of the February 7, 2008 Village Board meeting:

1. Plan Commission referral letter;
2. IDRC report for PC 08-02;
3. An Ordinance granting approval of an Annexation Agreement.
4. An Ordinance granting approval of the annexation of the subject property;
5. An Ordinance granting approval of the a map amendment rezoning the property from the R0 to the R1 District and a minor plat of subdivision with a variation from the lot width requirements; and
6. Plans associated with the petition.

The Plan Commission recommended approval of the zoning actions associated with the petition.



VILLAGE OF LOMBARD
255 E. Wilson Avenue
Lombard, IL 60148-3931
(630) 620-5700 FAX: (630) 620-8222
TDD: (630) 620-5811
www.villageoflombard.org

February 7, 2008

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

Subject: PC 08-03; 1022 S. Finley Road

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 following actions on the subject property:

1. Approval of an Annexation Agreement;
2. Annexation to the Village of Lombard;
3. Approval of a map amendment from the R0 Single-Family Residence District to the R1 Single-Family Resident District; and
4. Approval of a minor plat of subdivision with a variation from Section 155.405 (E) to reduce the required minimum lot width from seventy-five feet (75') to sixty feet (60').

Randy Willey presented the petition. He stated that they currently have a single-family home on a lot that is over one-half acre. They are requesting annexation and a two-lot subdivision with a lot width variation.

Chairperson Ryan then opened the meeting for public comment. No one spoke in favor or in opposition to the petition. He then requested the staff report.

Jennifer Backensto, Planner II, presented the staff report. The subject property is located along Finley Road within the Flowerfield subdivision in unincorporated DuPage County. The petitioner wishes to subdivide the property into two single-family lots. To accomplish this, the petitioner is requesting annexation into the Village of Lombard, a map amendment from the R0 District to the R1 District, and a lot width variation from 75 feet to 60 feet.

The Comprehensive Plan recommends Estate Residential land uses at this location. The proposed single family uses and lot sizes are consistent with this

Village President
William J. Mueller

Village Clerk
Brittne O'Brien

Trustees

Greg Alan Gron, Dist. 1
Richard J. Tross, Dist. 2
John "Jack" T. O'Brien, Dist. 3
Dana L. Moreau, Dist. 4
Laura A. Fitzpatrick, Dist. 5
Rick Soderstrom, Dist. 6

Village Manager
William T. Lichter

"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."

As of October 2007, newly annexed properties are given R0 Single Family Residence zoning by default. Prior to the creation of the R0 District, properties were automatically assigned to the R1 Single Family Residence District. The petitioner is requesting R1 zoning, which is the zoning classification that was applied to the six Flowerfield annexations that occurred in 2005. Staff has no objection to the proposed map amendment as it is consistent with existing zoning classifications within the Flowerfield subdivision.

The minimum required lot width for R1 properties is 75 feet and the minimum lot area is 10,000 square feet. At approximately 12,000 square feet each, the proposed lots will meet the minimum lot area as required by the Zoning Ordinance. However, the proposed lots are only 60 feet wide. In the petitioner's Response to Standards for Variations, they note that the proposed lots will be substantially larger (16%-20%) than the recently annexed and subdivided lots at Finley and Edgewood, which are 10,004 square feet and 10,370 square feet. The new lots would also have a density of 3.63 units per acre, which meets the Comprehensive Plan recommendation for a density of four or fewer lots per acre. Also, the lots directly east of the subject property (on the east side of Finley Road) are 61 feet wide and 7,564 square feet. While those R2-zoned properties are not within Flowerfield, they do share street frontage with the subject property and are consistent with the proposed 60-foot lot widths.

In considering a requested variation, staff typically looks at what sort of precedent might be established if a variation is granted. In this case, staff examined the lots within Flowerfield to see what other properties have similar characteristics to the subject property. Of the 117 parcels within Flowerfield, 110 are either unincorporated or have R1 zoning. Of these, 16 (not including the subject property) are at least 20,000 square feet and 120 feet wide. These properties, shown in the darker color on the map below, could make a similar argument for a lot width variation (not accounting for those properties where unusual shapes or orientation would preclude their subdivision). While not entirely unique to the subject property, the requested relief could not be applied to 86% of the properties within Flowerfield. Therefore, the proposed lot width variation would not alter the essential character of the neighborhood, even if it were applied to every possible property within the subdivision.

Each of the proposed lots will comply with all other aspects of the Zoning Ordinance, and the existing single-family home on the proposed Lot 2 meets the setback requirements of the R1 District. Given the subject property's proposed low density, large lot sizes, and transitional location between Flowerfield and the denser R2 neighborhoods to the east, staff can support the requested 60-foot lot width variation. The subject property is currently utilized as a single family residence, therefore there is no change in the property's compatibility with existing land uses. Staff's only comment on the proposed subdivision plat is that a standard five-foot wide public utilities and drainage easement must be provided along the north and south property lines of both proposed lots.

The petitioner is preparing a companion annexation agreement for the subject property. This agreement will be considered by the Village Board in conjunction with the final consideration of Ordinances. As part of this agreement, staff is recommending that the existing coachwalk along Finley Road be relocated to a point one foot off the property line. This is consistent with what was done in the annexation agreement for 501 W. Edgewood and will, in time, result in a standard sidewalk south of Edgewood that will connect with the sidewalk adjacent to the Nicor property in Glen Ellyn.

Chairperson Ryan then opened the meeting for comment among the Commissioners.

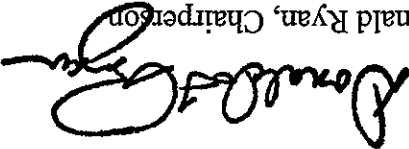
Commissioner Flint stated that this was a straight-forward petition.

After due consideration of the petition and the testimony presented, the Plan Commission found that the proposal **complies** with the standards required by the Lombard Zoning and Subdivision and Development Ordinances; and, therefore, moved that the Plan Commission find that the findings included as part of the Inter-departmental Review Report be the findings of the Plan Commission and therefore, recommends to the Corporate Authorities **approval** of the zoning actions associated with PC 08-03 for the subject properties, subject to the following conditions:

1. That the proposed resubdivision shall be modified to include all public utility and drainage easements, as indicated in this report.
2. That the variation request shall be contingent upon the Village and the developer entering into an Annexation Agreement, with the Agreement being an Exhibit to the Ordinance approving the variation request.

Respectfully,

VILLAGE OF LOMBARD



Donald Ryan, Chairperson

Lombard Plan Commission

c. Petitioner

Lombard Plan Commission

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

TO: Lombard Plan Commission

FROM: Department of
Community Development

PREPARED BY: Jennifer Backensto, AICP
Planner II

HEARING DATE: January 28, 2008

TITLE

PC 08-03; 1022 S. Finley Road: The petitioner requests that the Village take following actions on the subject property:

1. Approval of an Annexation Agreement;
2. Annexation to the Village of Lombard;
3. Approval of a map amendment from the R0 Single-Family Residence District to the R1 Single-Family Resident District; and
4. Approval of a minor plat of subdivision with a variation from Section 155.405 (E) to reduce the required minimum lot width from seventy-five feet (75') to sixty feet (60').

GENERAL INFORMATION

Petitioner:
Randy Willey
1022 S. Finley Road
Lombard, IL 60148

Property Owner:
Carrie A. Willey
1022 S. Finley Road
Lombard, IL 60148

PROPERTY INFORMATION

Existing Zoning: Unincorporated DuPage County (zoned R-3 Residential)

Existing Land Use: Single-Family Residential

Size of Property: Approximately 24,000 square feet

Comprehensive Plan: Recommends Estate Residential

Surrounding Zoning and Land Use:

North: Unincorporated DuPage County zoned R-3 Single-Family Residential & R2 Single-family Residence District; developed as Single-Family Residences

South: Unincorporated DuPage County zoned R-3 Single-Family Residential; developed as Single-Family Residences

East: R2 Single-Family Residence District; Single-Family Residences

West: Unincorporated DuPage County zoned R-3 Single-Family Residential; developed as Single-Family Residences

ANALYSIS

SUBMITTALS

This report is based on the following documents:

1. Petition for Public Hearing.
2. Plat of Survey, Prepared by Glen D. Krirsch Land Surveyor, Inc., dated December 12, 2007.
3. Plat of Willey II Resubdivision, Prepared by Glen D. Krirsch Land Surveyor, Inc., dated December 18, 2007.

DESCRIPTION

The subject property is located along Finley Road within the Flowerfield subdivision in unincorporated DuPage County. The petitioner wishes to subdivide the property into two single-family lots. To accomplish this, the petitioner is requesting annexation into the Village of Lombard, a map amendment from the R0 District to the R1 District, and a lot width variation from 75 feet to 60 feet.

INTER-DEPARTMENTAL REVIEW COMMENTS

ENGINEERING

The Private Engineering Services Division has no comments.

PUBLIC WORKS

The Engineering Division and Utilities Division of the Public Works Department have no comments at this time.

BUILDING AND FIRE

The Fire Department/Bureau of Inspectional Services notes that fire hydrants must be provided at proper spacing to meet Fire Department requirements.

PLANNING

Compliance with the Comprehensive Plan

The Comprehensive Plan recommends Estate Residential land uses at this location. The proposed single family uses and lot sizes are consistent with this recommendation.

Compliance with the Zoning Ordinance

As of October 2007, newly annexed properties are given R0 Single Family Residence zoning by default. Prior to the creation of the R0 District, properties were automatically assigned to the R1 Single Family Residence District. The petitioner is requesting R1 zoning, which is the zoning classification that was applied to the six Flowerfield annexations that occurred in 2005 (501 W. Edgewood, Wilson Avenue, and Highmoor properties). Staff has no objection to the proposed map amendment as it is consistent with existing zoning classifications within the Flowerfield subdivision.

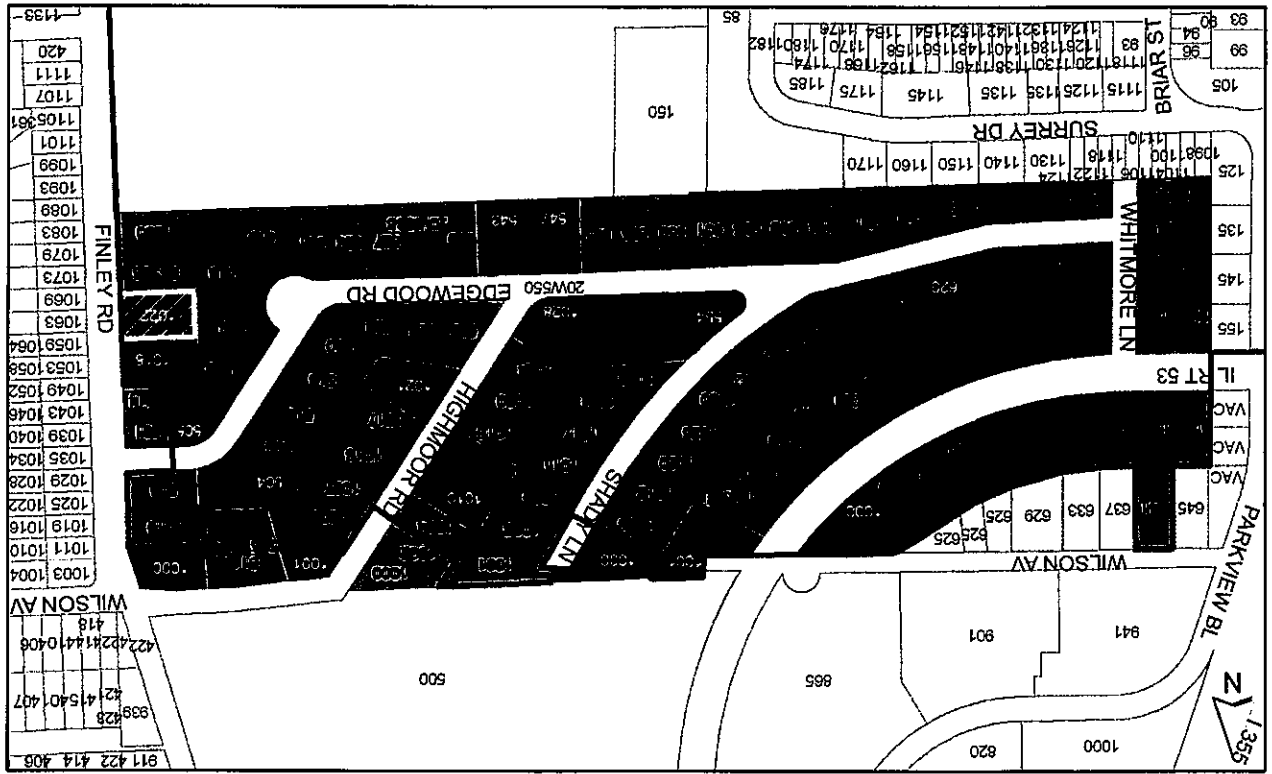
The minimum required lot width for R1 properties is 75 feet and the minimum lot area is 10,000 square feet. At approximately 12,000 square feet each, the proposed lots will meet the minimum lot area as required by the Zoning Ordinance. However, the proposed lots are only 60 feet wide.

In the petitioner's Response to Standards for Variations, they note that the proposed lots will be substantially larger (16%-20%) than the recently annexed and subdivided lots at Finley and Edgewood, which are 10,004 square feet and 10,370 square feet. The new lots would also have a density of 3.63 units per acre, which meets the Comprehensive Plan recommendation for a density of four or fewer lots per acre. Also, the lots directly east of the subject property (on the east side of Finley Road) are 61 feet wide and 7,564 square feet. While those R2-zoned properties are not within Flowerfield, they do share street frontage with the subject property and are consistent with the proposed 60-foot lot widths.

In considering a requested variation, staff typically looks at what sort of precedent might be established if a variation is granted. In this case, staff examined the lots within Flowerfield to see what other properties have similar characteristics to the subject property. Of the 17 parcels within

Flowerfield, 110 are either unincorporated or have R1 zoning. Of these, 16 (not including the subject property) are at least 20,000 square feet and 120 feet wide. These properties, shown in the darker color on the map below, could make a similar argument for a lot width variation (not accounting for those properties where unusual shapes or orientation would preclude their subdivision). While not entirely unique to the subject property, the requested relief could not be applied to 86% of the properties within Flowerfield. Therefore, the proposed lot width variation would not alter the essential character of the neighborhood, even if it were applied to every possible property within the subdivision.

Subject Property
 R1/unincorporated properties at least 20,000 sq. ft. & 120 ft. wide
 R2 properties
 Other properties



Compatibility with the Subdivision and Development Ordinance

The site currently consists of one lot, which the petitioner wishes to resubdivide into two lots. Each proposed lot meets the minimum area requirements and the proposed variations for width have been noted above. The proposed resubdivision is considered a minor development as the construction of a detached single-family home is excluded from the requirements of major developments identified by the Subdivision and Development Ordinance. Therefore, the petitioner will be required to meet the provisions of Section 154.305. This includes, but is not limited to the provision of sewer and water distribution systems to the proposed residences, sidewalks, and parkway trees. Staff's only comment on the proposed subdivision plat is that a standard five-foot wide public utilities and drainage easement must be provided along the north and south property lines of both proposed lots.

Annexation Agreement

The petitioner is preparing a companion annexation agreement for the subject property. This agreement will be considered by the Village Board in conjunction with the final consideration of Ordinances. As part of this agreement, staff is recommending that the existing coachwalk along Finley Road be relocated to a point one foot off the property line. This is consistent with what was done in the annexation agreement for 501 W. Edgewood and will, in time, result in a standard sidewalk south of Edgewood that will connect with the sidewalk adjacent to the Nicor property in Glen Ellyn.

FINDINGS AND RECOMMENDATIONS

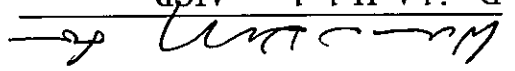
The proposed annexation and companion variations are compatible with the surrounding land uses and zoning. Based on the above, the Inter-Departmental Review Committee recommends that the Plan Commission make the following motion recommending approval of this petition:

Based on the submitted petition and the testimony presented, the proposal **complies** with the standards required by the Lombard Zoning and Subdivision and Development Ordinances; and, therefore, I move that the Plan Commission find that the findings included as part of the Inter-departmental Review Report be the findings of the Plan Commission and therefore, I recommend to the Corporate Authorities **approval** of the zoning actions associated with PC 08-03 for the subject properties, subject to the following conditions:

1. That the proposed resubdivision shall be modified to include all public utility and drainage easements, as indicated in this report.

2. That the variation request shall be contingent upon the Village and the developer entering into an Annexation Agreement, with the Agreement being an Exhibit to the Ordinance approving the variation request.

Report Approved By:



David A. Hulseberg, AICP

Assistant Village Manager/Director of Community Development

ADC:

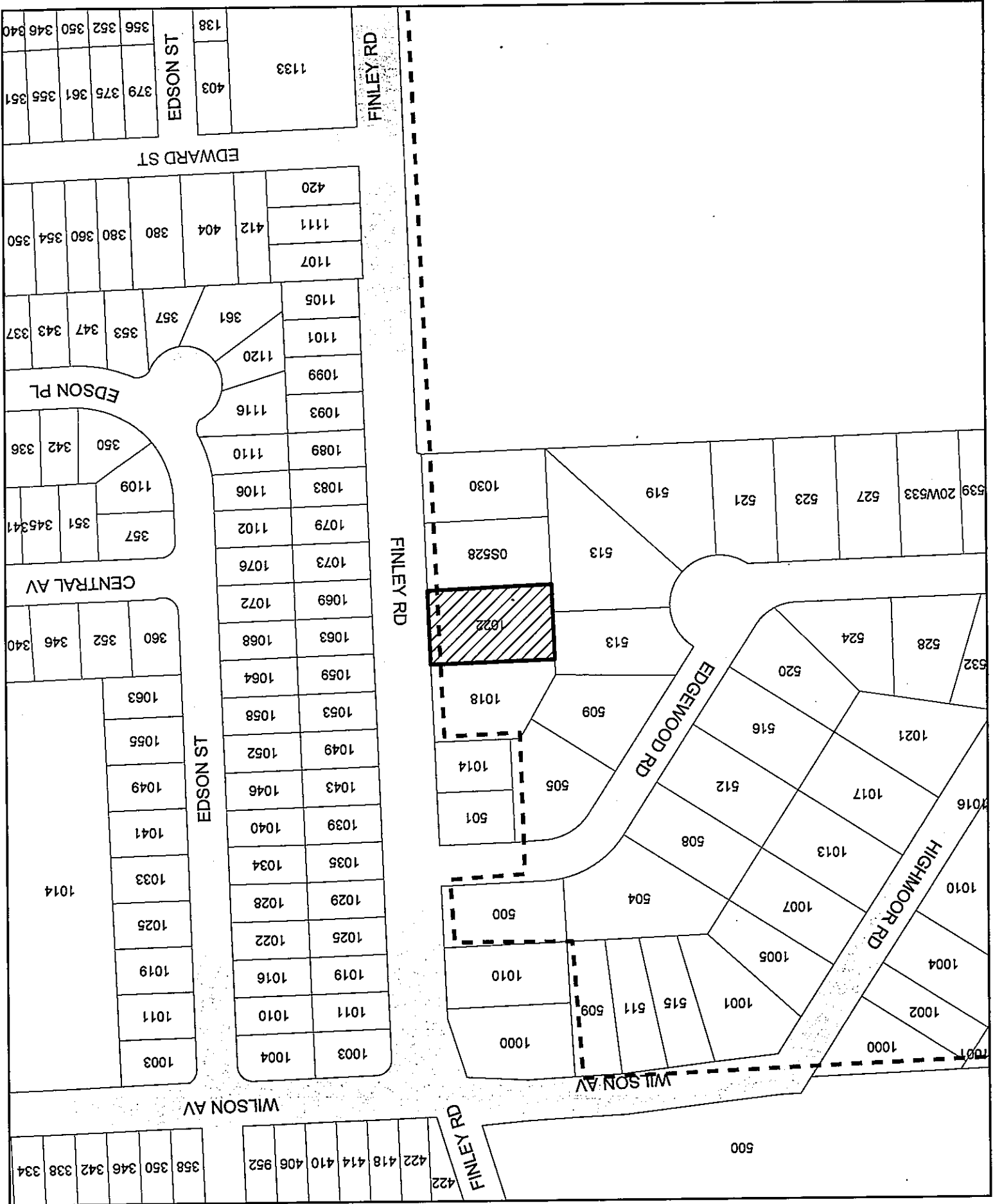
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c. Petitioner

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Location Map

PC 08-03



ORDINANCE

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

(PC 08-03: 1022 S. Finley Road)

(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 1022 S. Finley Road, Lombard, Illinois to be entered into; and, WHEREAS, the Agreement has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, the developer and the legal owners of the lots of record, which are the subject of said Agreement, are ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and,

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on February 7, 2008.

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 1022 S. Finley Road, Lombard, Illinois containing 0.55 acres more or less and legally described as follows:

Lot 3 in Block 7 in Flowerfield Acres, being a subdivision of the Southeast Quarter of Section 13, Township 39 North, Range 10, East of the Third Principal Meridian, and part of the Southwest Quarter of Section 18, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 9, 1946 as Document 50179 and Certificates of Correction filed July 24, 1946 as Document 502990 and March 20, 1947 as Document 517615, in DuPage County, Illinois.

PIN: 06-18-304-014

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

Passed on first reading this _____ day of _____, 2008.

First reading waived by action of the Board of Trustees this _____ day of _____, 2008.

Passed on second reading this _____ day of _____, 2008.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2008.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

**Willey II Subdivision
ANNEXATION AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of _____, 2008, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village"); and Carrie A. Willey (hereinafter collectively referred to as "Owner").

W I T N E S S E T H:

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

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

WHEREAS, the Subject Property is an approximately 0.55 acre parcel of land and there are _____ electors residing thereon; and

WHEREAS, all owner(s) of record of the Subject Property, and at least 51% of the electors residing thereon 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; and

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

WHEREAS, a public hearing was held on January 28, 2008, for the purpose of

considering, upon the annexation of the Subdivision Property, a rezoning from the R0 Single

Family Residence District to the R1 Single Family Residence District under the Lombard Zoning

Ordinance (Chapter 155 of the Lombard Village Code, hereinafter the "Zoning Ordinance"), and

the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred

to as the "Corporate Authorities") its findings of fact and recommendations with respect to said

application; and

WHEREAS, a public hearing on this Annexation Agreement ("Agreement") has been held

by the Corporate Authorities on the 21st day of February, 2008; 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, such public hearings and other actions having been

held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

WHEREAS, the Corporate Authorities of the Village and the Owner deem it to the mutual advantage of the parties and in the public interest that the Subject Property be annexed to and developed as a part of the Village as hereinafter provided; and

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

WHEREAS, the Corporate Authorities of the Village have examined the proposed single-family residential use by the Owner and have determined that said uses and the development of the Subject Property in accordance with this Agreement comply with the Comprehensive Plan of the Village; and

WHEREAS, the Owner also desires to have approval of a two-lot plat of subdivision on the Subject Property as depicted in EXHIBIT B attached hereto and made a part hereof; **NOW THEREFORE**, in consideration of the premises and the mutual promises herein set forth, the parties hereto agree as follows:

1. **Incorporation of Recitals:** The Village and Owner agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.

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

3. Annexation: Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, the parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village as promptly as practicable after the execution of this Agreement. The parties shall cause such annexation to be effected pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes.

4. Zoning: Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the Subject Property from the R0 Single Family Residence District to the R1 Limited General Residence District.

5. Plat of Subdivision: The Village agrees to approve a preliminary and final plat of subdivision of the Subject Property substantially in conformance of the plat attached hereto as EXHIBIT B, and made part hereof.

6. Fees: In consideration of the impact of the development of Subject Property on the Village, and in consideration of water mains, sanitary sewer mains and storm sewer mains previously installed by the Village to assist in the serving of the Subject Property with water and sewers, Owner agrees to pay the following fees to the Village in connection with the annexation, zoning and development of the Subject Property:

- A. Watermain recapture fee not applicable.
- B. Sanitary sewer recapture fee not applicable.
- C. Storm sewer recapture fee not applicable.
- D. Transportation Improvements fee not applicable.

E. Glenbard Wastewater Authority fee in the amount of \$973 per connection to be paid

at time of approval of the associated building permit connection.

In addition to these fees, the Owner agrees 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. Owner further agrees that the connection charges and fees required by this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the Subject Property.

7. Annexation to Lombard Park District: The Owner agrees to petition the Lombard Park District to have the Subject Property annexed to the Lombard Park District upon its annexation to the Village.

8. Special Conditions: Owner shall comply with the following special conditions which shall be applicable to the development and use of the Subject Property:

A. The Owner agrees to improve the portion of the sidewalk along Finley Road, abutting the Subject Property, pursuant to Section 154.504(C) of the Lombard Village Code. The improved sidewalk shall be relocated from the location of the existing sidewalk to a line one (1) foot east of the easterly property line of the SUBJECT PROPERTY or as determined by the Director of Community Development. The improved sidewalk shall conform to all regulations and standards in the Lombard Specifications Manual and Section 154.407 of the Lombard Village Code. If the coachwalks on one or both of the adjacent properties

remain in place at the time the sidewalk is relocated on the Subject Property, the Owner agrees to connect the relocated sidewalk to the coachwalk(s).

8. 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:

(1) If to the Village or

Corporate Authorities:

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

With a copy 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

(2) If to the Owner:

Carrie A. Willey
1022 S. Finley Road
Lombard, Illinois 60148

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

parties.

B. Binding Agreement This Agreement shall inure to the benefit of and shall

be binding upon Owner's successors in any manner in title, and shall be binding upon the Village

and the successor Corporate Authorities of the Village and any successor municipality.

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 R below.

D. Remedies: The Village and Owner, and their respective 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 respective successors or assigns, which default exists

uncorrected for a period of ten (10) 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 respective successor or successors in title.

F. Conveyances: Nothing contained in this Agreement shall be construed to restrict or limit the right of Owner to sell or convey all or any portion of the Subject Property, whether improved or unimproved.

F. Survival of Representations: Each of the parties agrees that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.

G. Captions and Paragraph Headings: The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

H. Reimbursement of Village for Legal and Other Fees and Expenses:

(1) **To Effective Date of Agreement:** The Owner concurrently with annexation and zoning of the Subject Property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

(a) the costs incurred by the Village for engineering services;

- (b) all reasonable attorneys' fees incurred by the Village in connection with this Agreement and the annexation and zoning of the Subject Property; and
- (c) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

(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 from time to time shall promptly reimburse Village for all reasonable expenses and costs incurred by Village in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of public improvements.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Owner upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Owner from additional documents designated from time to time by the Owner relevant to determining such costs and expenses.

Notwithstanding the foregoing, Owner shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Owner and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner, 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 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 sole discretion, determines there is, or may probably be, a conflict of interest between Village and Owner, 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 shall reimburse the Village, from time to time on written demand from the Director of Community Development and notice of the amount due, for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

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

I. No Waiver or Relinquishment of Right to Enforce Agreement:

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

J. Village Approval or Direction: Where Village approval or direction is

required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

K. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the Village at the expense of the Owner.

L. Authorization to Execute: The individuals on behalf of the Owner

executing this Agreement warrant that they have, to the extent applicable and necessary, been lawfully authorized by Owner's respective Boards of Directors to execute this Agreement on behalf of said Owner. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and Village shall deliver to each other upon request copies of all 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.

M. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

N. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

O. Conflict Between the Text and Exhibits: In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

P. Definition of Village: When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

Q. Execution of Agreement: This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he/she signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.

R. Term of Agreement: This Agreement shall be in full force and effect for a term of twenty (20) years from and after the date of execution of this Agreement.

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

between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.


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

VILLAGE OF LOMBARD

By: _____
Village President

Village Clerk
DATED: _____

OWNER:

Carrie G. White


ATTEST:

By: _____

DATED: 1-30-2008

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 Deputy Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2008.

Commission expires _____, 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 the above-named Carrie A. Willey, are personally known to me to be the owners and developers, and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners respectively, and that they appeared before me this day in Person and severally acknowledged that as such owners and developers, they signed and delivered the said instrument, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 30th day of January, 2008.

Commission expires 11-3, 2008.

[Signature]
Notary Public

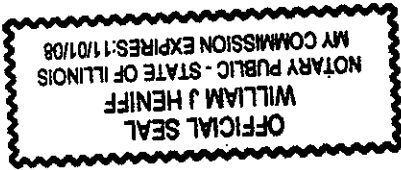


EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 3, IN BLOCK 7 IN FLOWERFIELD ACRES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1946 AS DOCUMENT NUMBER 501719 AND CERTIFICATES OF CORRECTION FILED JULY 25, 1946 AS DOCUMENT 502990 AND MARCH 20, 1947 AS DOCUMENT 517615, AND THAT PART OF THE EDGEWEEOD ROAD RIGHT OF WAY LYING NORTH OF AND ADJACENT TO SAID LOT 5, IN DUPAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-18-304-014

EXHIBIT B
PLAT OF SUBDIVISION FOR 1022 S. FINLEY ROAD (WILLEY II SUBDIVISION)

ORDINANCE

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

(PC 08-03: 1022 S. Finley Road)

(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 1022 S. Finley Road, Lombard, Illinois and legally described as follows:

Lot 3 in Block 7 in Flowerfield Acres, being a subdivision of the Southeast Quarter of Section 13, Township 39 North, Range 10, East of the Third Principal Meridian, and part of the Southwest Quarter of Section 18, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 9, 1946 as Document 50179 and Certificates of Correction filed July 24, 1946 as Document 502990 and March 20, 1947 as Document 517615, in DuPage County, Illinois.

PIN: 06-18-304-014

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

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

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

Passed on first reading this _____ day of _____, 2008.
First reading waived by action of the Board of Trustees this _____ day of _____, 2008.

Passed on second reading this _____ day of _____, 2008.

Ayes: _____
Nays: _____
Absent: _____

Approved this _____ day of _____, 2008.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

**AN ORDINANCE GRANTING A MAP AMENDMENT AND
VARIATIONS FROM SECTION 155.405 (E) OF THE LOMBARD
ZONING ORDINANCE TO REDUCE THE REQUIRED MINIMUM
LOT WIDTH IN THE R1 SINGLE FAMILY RESIDENCE DISTRICT**

(PC 08-03: 1022 S. Finley Road)

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

WHEREAS, concurrent with a request for annexation into the Village of Lombard, an application has heretofore been filed requesting a map amendment for the purpose of rezoning the property described in Section 2 hereto from R0 Single Family Residence District to the R1 Single Family Residence District; and,

WHEREAS, said application also requests approval of a variation reducing the minimum lot width in the R1 Single Family Residence District from seventy-five (75) feet to seventy (60) feet for the proposed Lots 1 and 2 on the Subject Property; and,

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on January 28, 2008 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the annexation, map amendment, and variations 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 15, 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 3 hereof to R1 Single Family Residence District.

SECTION 2: That the a variation from Section 155.405 (E) to reduce the required minimum lot width from seventy-five feet (75') to sixty feet (60') is hereby granted for the Subject Property described in Section 3 below, subject to the conditions set forth in Section 4 below.

SECTION 3: That this ordinance is limited and restricted to the property generally located at 1022 S. Finley Road, Lombard, Illinois and legally described as follows:

Lot 3 in Block 7 in Flowerfield Acres, being a subdivision of the Southeast Quarter of Section 13, Township 39 North, Range 10, East of the Third Principal Meridian, and part of the Southwest Quarter of Section 18, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 9, 1946 as Document 50179 and Certificates of Correction filed July 24, 1946 as Document 502990 and March 20, 1947 as Document 517615, in DuPage County, Illinois.

Pin: 06-18-304-014

SECTION 4: The conditional use set forth in Section 1 above shall be granted subject to compliance with the following conditions:

1. That the proposed resubdivision shall be modified to include all public utility and drainage easements, as indicated in this report.

2. That the variation request shall be contingent upon the Village and the developer entering into an Annexation Agreement, with the Agreement being an Exhibit to the Ordinance approving the variation request.

SECTION 5: 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 _____, 2008.
First reading waived by action of the Board of Trustees this _____ day of _____, 2005.

Passed on second reading this _____ day of _____, 2008.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2008.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk