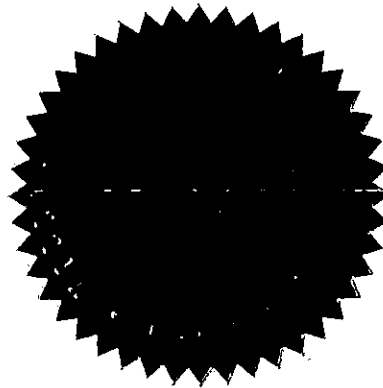


ORDINANCE 5325

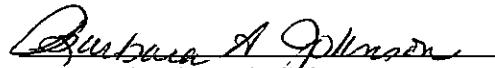
PAMPHLET

ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN
ANNEXATION AGREEMENT

645 W. NORTH AVENUE
HERON POINT



PUBLISHED IN PAMPHLET FORM THIS 21st DAY OF July, 2003
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.



Barbara A. Johnson
Deputy Village Clerk

ORDINANCE 5325

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

(PC 03-20: 645 West North Avenue; Heron Point Planned Development)
(See also Ordinance Nos. 5326)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that the Annexation Agreement made and entered into on September 3, 1998, between the Village of Lombard; West Suburban Bank as trustee under Trust Agreement dated June 1, 1997, and known as Trust No. 10611; and Samvest of Lombard Limited Partnership, be amended; and,

WHEREAS, the Amendment to an Annexation Agreement (hereinafter the "Second Amendment") 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 Amendment, are ready, willing and able to accept said Amendment; and,

WHEREAS, the statutory procedures for the execution of said Amendment have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on July 17, 2003.

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 Amendment attached hereto and marked Exhibit "A".

SECTION 2: That this ordinance is limited and restricted to the property generally located at 645 and 665 West North Avenue, Lombard, Illinois and legally described as follows:

Lots 27, 30, 31 & 32, also that part of Lots 24, 25, 26, 28 & 33, also that part of the vacated streets (Kenmore Street & Valley View Drive) being in Milton Township Supervisors Assessment Plat No. 8 being a subdivision of that part of the half of Section 1, Township 39 North, Range 10 East of the Third Principal Meridian, also Lot 18 in the Subdivision of Selby Hoyle Farm Unit Number One, being part of the northeast quarter of Section 1, Township 39 North, Range 10 East of the Third Principal Meridian; bounded and described as follows: Beginning at the southeast corner of said Lot 18; thence south 87 degrees 35 minutes 45 seconds west along the south line of said Lot 18, 399.66 feet; thence north 00 degrees 39 minutes 21 seconds east along the west line of said Lot 18, 97.28 feet; thence south 87 degrees 35 minutes 45 seconds west along the south line of said Lots 30, 31, 32 & 33, 675.38 feet; thence north 02 degrees 24 minutes 15 seconds west along the west line of said Lot 33 also being the easterly right of way line of Interstate 355, 143.64 feet;

thence north 23 degrees 51 minutes 43 seconds east along easterly line of Interstate 355, 247.32 feet; thence north 02 degrees 24 minutes 15 seconds west along said easterly line, 33.00 feet; thence south 87 degrees 30 minutes 53 seconds west along said easterly line, 12.34 feet; thence north 02 degrees 07 minutes 18 seconds west along said easterly line 109.14 feet; thence north 24 degrees 13 minutes 22 seconds east along said easterly line, 363.63 feet; thence north 78 degrees 33 minutes 50 seconds east along said easterly line, 78.33 feet to a point on the south right of way line of North Avenue (Illinois Route 64); thence north 87 degrees 26 minutes 52 seconds east along said south right of way line, 518.65 feet; thence south 02 degrees 31 minutes 06 seconds east, 336.80 feet; thence south 87 degrees 34 minutes 50 seconds west, 100.00 feet to a point on the east line of said Lot 27; thence south 02 degrees 31 minutes 06 seconds east along the east line of said Lots 27 & 30, 510.10 feet to a point on the north line of said Lot 18; thence north 87 degrees 35 minutes 45 seconds east along the north line of said Lot 18, 316.83 feet to a point on the westerly right of way line of Rohwling Road, thence south 00 degrees 39 minutes 21 seconds west along said westerly right of way line, 97.28 feet to the point of beginning, all in DuPage County, Illinois.

PIN Numbers: 05-01-202-018 and 05-01-202-011

SECTION 3: That 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 _____, 2003.

First reading waived by action of the Board of Trustees this 17th day of July, 2003.

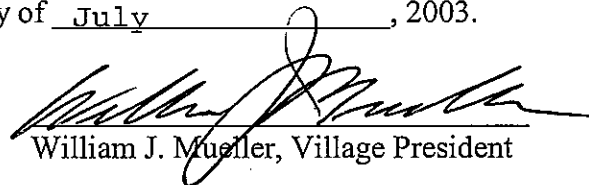
Passed on second reading this 17th day of July, 2003.

President Mueller,
Ayes: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

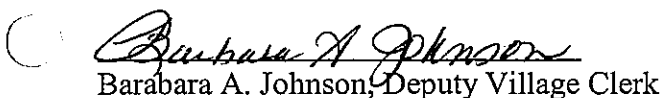
Nays: None

Absent: None

Approved this 17th, day of July, 2003.


William J. Mueller, Village President

ATTEST:


Barabara A. Johnson, Deputy Village Clerk

**SECOND AMENDMENT TO AN
ANNEXATION AGREEMENT**

THIS AMENDMENT, accepted on this 17th day of July, 2003, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village"); West Suburban Bank, not personally, but solely as trustee under Trust Agreement dated June 1, 1997, and known as Trust No. 10611 (hereinafter referred to as "Owner"); and Samvest of Lombard Limited Partnership, an Illinois limited partnership (hereinafter referred to as "Developer");

WITNESSETH:

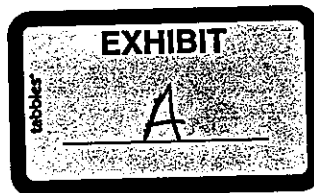
WHEREAS, the Owner is the record owner of the property legally described in EXHIBIT A, attached hereto and made a part hereof (hereinafter sometimes referred to as the "Subject Property"); and

WHEREAS, an Annexation Agreement ("Agreement") was made and entered into on September 3, 1998, by and between the Village, the Owner, and the Developer, with approval by the Corporate Authorities as Ordinance 4536; and

WHEREAS, an amendment to the Agreement was made and entered into on October 21, 1999 by and between the Village, the Owner, and the Developer, with approval by the Corporate Authorities as Ordinance 4732; and

WHEREAS, the Owner and Developer have requested a further amendment of the agreement in order to facilitate an addition to the existing hotel facility located on the Subject Property (hereinafter referred to as the "Second Amendment"); and

WHEREAS, the Corporate Authorities of the Village, the Owner, and the Developer deems it to the mutual advantage of the parties and in the public interest that the Agreement be further amended; and



WHEREAS, a public hearing was held on June 16, 2003, for the purpose of considering whether the Planned Development applicable to the Subject Property should be amended, and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") their findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing on the Second Amendment has been held by the Corporate Authorities on the 17th day of July, 2003; and

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of the Second Amendment, in order to make the same effective, have been held or taken, 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 Amendment; and

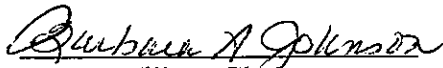
WHEREAS, the Corporate Authorities of the Village have examined the Second Amendment to the Agreement and have determined that said Amendment and the development of the Subject Property in accordance with the Second Amendment comply with the Comprehensive Plan of the Village.

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth, the parties hereto agree to amend the Agreement as follows:

1. Section 6 shall be amended to change the Site Development Plan prepared by W-T Engineering, dated February 5, 1999, attached and referenced as EXHIBIT B to the Site Plan prepared by W-T Engineering, dated February 21, 2003, attached and labeled as EXHIBIT C.
2. That all other provisions of the Agreement shall remain in full force and effect.

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

ATTEST:



Deputy Village Clerk

DATED: July 17, 2003

VILLAGE OF LOMBARD

By: 

President

DEVELOPER:
Samvest of Lombard Limited Partnership, an
Illinois limited partnership

ATTEST:

[Signature]
Its _____
DATED: 01/30/03

By: [Signature]
Its _____

OWNER
West Suburban Bank
Trust # 10611

WEST SUBURBAN BANK
NOT PERSONALLY BUT AS
ATTEST: TRUSTEE U/T NO. 10611
BY: [Signature]
TRUST OFFICER

WEST SUBURBAN BANK
NOT PERSONALLY BUT AS
By: TRUSTEE U/T NO. 10611
Its BY: [Signature]
TRUST OFFICER

Its _____
DATED: 7/30/03

THIS INSTRUMENT is executed by West Suburban Bank ("WSB") not personally or individually, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the statements, warranties, and representations set forth herein are made solely on information and belief without any independent inquiry or investigation by WSB and should be construed accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against WSB shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against WSB by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of WSB being expressly waived.

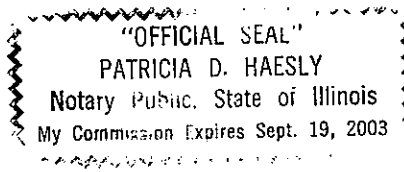
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named Christine Pavlek and
Patricia Filston, are personally known to me to be the
Trust Officer President and Trust Officer Secretary of
Trust Officer and also personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such Trust Officer and
Trust Officer respectively, and that they appeared before me this day in person and
severally acknowledged that as such Trust Officer President and Trust Officer
Secretary they signed and delivered the said instrument, pursuant to authority given by
Board of Directors as their free and voluntary act, and as the free and
voluntary act and deed of said Trust Officer, for the uses and purposes therein set
forth, and the said Trust Officer, then and there acknowledged that said
Trust Officer Secretary as custodian of the corporate seal of said Trust Officer caused
said seal to be affixed to said instrument as said Trust Officer Secretary's own free and
voluntary act and as the free and voluntary act of said Trust Officer, for the uses
and purposes therein set forth.

GIVEN under my hand and Notary Seal this 30th day of July, 2023.

Commission expires 9-19, 03.

Patricia D. Haesly
Notary Public

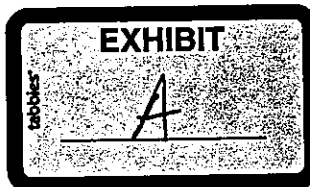


LEGAL DESCRIPTION

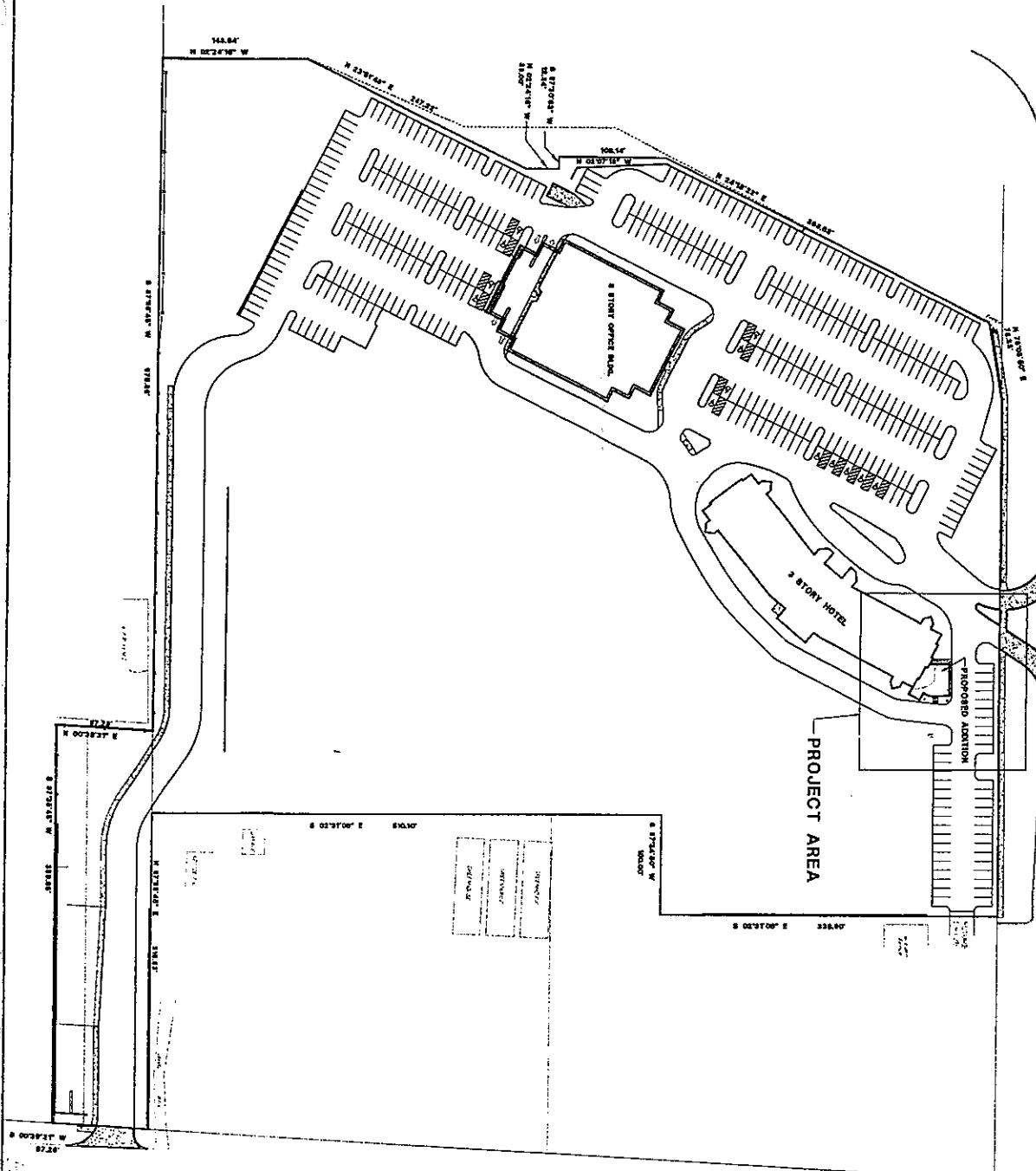
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PIN Numbers: 05-01-202-018 and 05-01-202-011

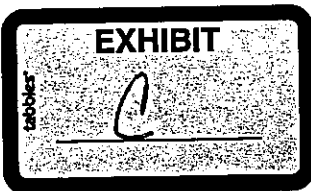
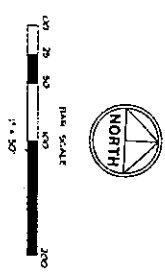
now known as 05-01-202-019



NORTH AVENUE
(ILLINOIS ROUTE 64)

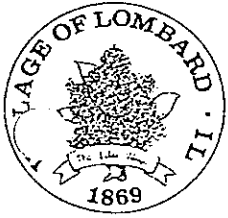


ROHWLING ROAD
(ILLINOIS ROUTE 53)



DRAWN BY: J. W. COLEMAN, INC.

DATE: 3-21-09 SCALE: 1"=50' DRAWN: JWC CHECK: JWC JOB: 080301 SHEET: C-10 OF: 3	OVERALL SITE PLAN	QUALITY INN POOL ADDITION NORTH AVE. AND ROUTE 53 LOMBARD, ILLINOIS		W.F. CIVIL ENGINEERING, LLC CIVIL AND STRUCTURAL ENGINEERING 39 EAST HOLLY DRIVE BOWLING GREEN, MISSOURI 63420 PH: 661-999-3449 FAX: 661-999-7400 WWW.WFTENGINEERING.COM ILL. LICENSE NO. 184-084748 EXP. 01/31/10	REVISIONS PER ARCHITECTURAL REVISIONS	DATE 4-25-03 RAS	01 RAS



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

I further certify that attached hereto is a true and correct copy of ORDINANCE 5325

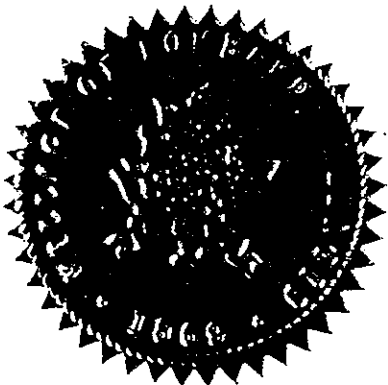
AN ORDINANCE AUTHORIZING THE
EXECUTION OF AN AMENDMENT TO AN
ANNEXATION AGREEMENT

PC 03-20, 645 WEST NORTH AVENUE, HERON
POINT PLANNED DEVELOPMENT

PIN # 05-01-202-019

of the said Village as it appears from the official records of said Village duly passed on July 17, 2003.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said Village of Lombard, Du Page County, Illinois this 8th day of August, 2002.



Barbara A. Johnson
Barbara A. Johnson
Deputy Village Clerk
Village of Lombard
DuPage County, Illinois