

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: October 10, 2007 (BOT) Date: October 18, 2007

TITLE: PC 07-28: 1420 S. Meyers 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. The petition is requesting that the Village:

1. Execute an Annexation Agreement (2/3 of Corporate Authorities Vote Required) and take the following actions associated with the agreement:
2. Annex the property to the Village of Lombard immediately following contiguity between the Village corporate limits and the subject property; and
3. Grant a conditional use upon annexation for an existing religious institution located on the subject property. (UNINCORPORATED)

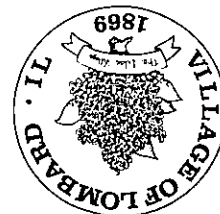
The Plan Commission recommended approval of this petition with conditions.

Fiscal Impact/Funding Source:

Review (as necessary):

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

**DATE:** October 18, 2007

**TO:** William T. Lichter, Village Manager

**FROM:** David A. Hulseberg, AICP  
Assistant Village Manager/Director of Community Development  
*DAH*

**SUBJECT:** PC 07-28: 1420 S. Meyers Road

Please find the attached items for consideration at the October 18, 2007 Village Board meeting with respect to PC 07-28:

1. Referral letter from the Lombard Plan Commission
2. Executive Summary
3. An annexation agreement for the subject property.
4. An Ordinance requesting approval of an annexation agreement for the subject property.



MEMORANDUM

**DATE:** October 18, 2007  
**TO:** William T. Lichter  
Village Manager  
**FROM:** David A. Hulseberg, AICP  
Assistant Village Manager/Director of Community Development  
*Doh*  
**SUBJECT:** Annexation Agreement- 1420 S. Meyers Road

Attached you will find a copy of the Annexation Agreement relative to the property at 1420 S. Meyers Road. To simplify the review of this request, the following executive summary is provided:

1. The agreement provides for exclusive booster station and water main easements. The booster station easement is an 80' by 98' parcel of land located at the northeast corner of the Church's property along 14<sup>th</sup> Street. The water main easement is a 30' wide strip of land, which runs along Meyers Road and across two of the Church's properties. The purchase price for the booster station easement and water main easement are \$154,370 and \$10 respectively. The Village shall accept the easements within 45 days of the effective date of the agreement.
2. The Village shall establish funds for landscaping purposes in the amount of \$8,000 for the booster station easement and \$5,000 for the water main easement.
3. Once the subject property is contiguous to the Village corporate limits, the Village shall annex the subject property and grant a conditional use for a religious institution. The public hearing for the zoning action (conditional use approval) occurred at the August 20, 2007 Plan Commission meeting (PC 07-28).
4. When the property is annexed, the Church will petition to the Village to subdivide the booster station easement into a separate tax lot of record.
5. After annexation, the Village may at its sole discretion and upon written notice to the Church, acquire fee simple title to the booster station easement. The purchase price for conveyance of title to the booster station easement shall be \$10. Upon conveyance, the Church shall execute a release and termination of the booster station easement.
6. The Church will be permitted to connect to the Village's water main (once the Meyers Road water main improvements are completed) without any water connection or permit fees. Resident water rates will be charged prior to annexation.



**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

October 18, 2007

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

Village of Lombard

**Subject: PC 07-28: 1420 S. Meyers Road**

Dear President and Trustees:

Your Plan Commission transmits for your consideration its recommendation regarding the above-referenced petition. The petitioner, Fellowship Reformed Church, is requesting that the Village execute an Annexation Agreement and take the following actions associated with the agreement:

1. Annex the property to the Village of Lombard immediately following contiguity between the Village corporate limits and the subject property; and

2. Grant a conditional use for an existing religious institution located on the subject property.

After due notice and as required by law, the Plan Commission conducted a public hearing for this petition August 20, 2007.

Michelle Velazquez, Planner I, presented the petition on behalf of the petitioners. She stated that the petitioner is requesting approval of an annexation agreement with the Village of Lombard which will allow the petitioner to receive utility services from the Village and will outline the terms of annexation once the site becomes contiguous to the Village corporate limits. She noted that as part of the annexation agreement, the petitioner will grant an easement to the Village to construct a booster pump station on the northern parcel with frontage on 14<sup>th</sup> Street. She mentioned that as the property is currently unincorporated, the Village has received approvals through DuPage County to construct the booster pump station (Z5348-07). She stated that the annexation agreement does not include any zoning actions to be taken by the Village relative to the booster pump station as it is an exempt essential service pursuant to Section 155.217 of the Lombard Zoning Ordinance.

"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."

Mrs. Velazquez stated that the Comprehensive Plan recommends Public and Institutional uses at this location, and a religious institution is consistent with the recommendation of the Comprehensive Plan. She also noted that single family residences are located to the north and east of the subject property, and immediately south of the subject property is Knollcrest Funeral Home. She mentioned that there are also several institutional uses in the vicinity which include York Center School, York Township government offices, and Knoll Crest Park. She stated that the existing religious institution is compatible with the surrounding land uses. With respect to the proposed booster station, she stated that the annexation agreement stipulates that the Village install landscape plant materials around the perimeter of the booster station easement for screening purposes. Moreover, the facility will not be regularly staffed or emanate noise.

Mrs. Velazquez noted that the existing religious institution is considered a legal non-conforming conditional use under DuPage County. As part of the annexation agreement, the subject property will be granted a conditional use for a religious institution and zoned R1 Estate Residential upon annexation. She stated that there are two structures located on the subject property which include the church building and pastor's residence. She mentioned that both structures meet the minimum setback requirements for the R1 Estate Residential District. She stated that the Fellowship Reformed Church is not proposing any improvements to the subject property at this time, and any future improvements would be required to meet the full provisions of the applicable code.

Mrs. Velazquez noted that the subject property includes three tracts of land. She stated that the existing church and residence are located on Lot 1 of Meyers Road Subdivision, and just north of the existing residence is a vacant parcel, approximately ten feet (10') in width. She explained that this parcel, described as the south ten feet (10') of Lot 1 in Havena's Plat of Survey was previously part of the residential property at the southwest corner of 14<sup>th</sup> Street and Meyers Road. She mentioned that the northern parcel is currently improved with an asphalt driveway which provides access to the church parking lot from 14<sup>th</sup> Street. She also noted that as part of the annexation agreement, Fellowship Reformed Church will be granting an eighty foot (80') by eighty foot (80') easement on the northern parcel to construct a booster pump station. She stated that at which time the subject property is annexed into the Village, the Fellowship Reformed Church will execute a release and termination of the booster station easement and the Village shall purchase fee simple title to the booster station easement property. She mentioned that the booster station easement will be subdivided from the remaining portion of the subject property.

Mrs. Velazquez stated that the petitioner is not proposing any signage at this time. She noted that any future signage must meet the full provisions of the Sign Ordinance.

Mrs. Velazquez stated that staff recommends approval subject to the one condition outlined within the staff report and the second condition included in the Plan Commission memo.

William Heniff, Senior Planner, noted that the approach for this annexation agreement is similar to that taken with the CVS pharmacy (PC 01-07). He stated that the zoning actions associated

with the agreement are under consideration before the annexation agreement is executed. He noted that it provides value for public comment before the annexation agreement is executed. He mentioned that on September 6, the Board will only consider the annexation agreement. The property will be annexed and the conditional use will be effective once contiguity is established.

Chairperson Ryan then opened the meeting for public comment. There was no one to speak in favor or against the petition.

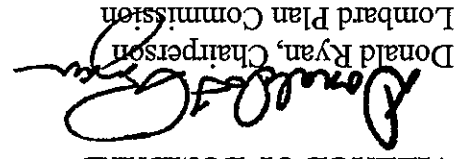
Chairperson Ryan opened the meeting for comments from the Plan Commission. The Commissioners had no comments.

After due consideration of the petition and the testimony presented, the Plan Commission found that the proposed conditional use complies with the standards of the Lombard Zoning Ordinance. Therefore, the Plan Commission, by a roll call vote of 6-0, recommended to the Corporate Authorities **approval** of the petition associated with PC 07-28 subject to the following conditions:

1. The petitioner shall enter into an annexation agreement for the subject property.
2. That the conditional use shall not be effective until the subject property is contiguous to the corporate limits of the Village and annexed.

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: Michelle Velazquez, AICP  
Planner I

**HEARING DATE:** August 20, 2007

**TITLE**

**PC 07-28; 1420 S. Meyers Road:** The petitioner, Fellowship Reformed Church, is requesting that the Village execute an Annexation Agreement and take the following actions associated with the agreement:

1. Annex the property to the Village of Lombard immediately following contiguity between the Village corporate limits and the subject property; and
2. Grant a conditional use for an existing religious institution located on the subject property.

**GENERAL INFORMATION**

**Petitioner/Property Owner:** Fellowship Reformed Church  
1420 S. Meyers Road  
Lombard, IL 60148

**PROPERTY INFORMATION**

**Existing Zoning:** DuPage County R3 Single Family Residence District  
**Existing Land Use:** Religious Institution  
**Size of Property:** Approximately 157,118 Square Feet / 3.6 Acres  
**Comprehensive Plan:** Public and Institutional  
**Surrounding Zoning and Land Use:**

**North:** Property in Unincorporated DuPage County zoned R-3 Single-Family Residence District and developed as a single-family residences

South:	Property in Unincorporated DuPage County zoned R-3 Single-Family Residence District and developed as Knollcrest Funeral Home and York Township government offices
East:	Property in Unincorporated DuPage County zoned R-4 Single-Family Residence District and developed as a single-family residences
West:	Property in Unincorporated DuPage County zoned R-3 Single-Family Residence District and developed as York Center Elementary School and former Waste Management property to be redeveloped as an addition to Knoll Crest Park.

### ANALYSIS

### SUBMITTALS

This report is based on the following documents which were filed with the Department of Community Development:

1. Petition for Public Hearing dated August 13, 2007.
2. Meyers Road Subdivision Plat, prepared by Wright and Company Consulting Engineers and dated September 2, 1958.
3. Site plan for proposed South Booster Station, prepared by staff for DuPage County petition Z5348-07.
4. Aerial Photograph of the subject property.

### DESCRIPTION

The petitioner is requesting approval of an annexation agreement with the Village of Lombard. This agreement will allow the petitioner to receive utility services from the Village and will outline the terms of annexation once the site becomes contiguous to the Village corporate limits.

Staff has been advised by legal counsel that although state law allows annexation agreements with owners of non-contiguous territory, (65 ILCS 5/11-15.1-1 et seq.) case law requires that all public hearings required to facilitate the agreement must be conducted prior to approval of any annexation agreement. Therefore, the petitioner is applying to the Village for annexation and a conditional use for a religious institution. The Village Board will be asked to approve the agreement (and hence the associated zoning amendments and relief) but not an ordinance authorizing the annexation. Annexation will not occur until contiguity is established.



As part of the annexation agreement, the petitioner will grant an easement to the Village to construct a booster pump station on the northern parcel with frontage on 14<sup>th</sup> Street. As the property is currently unincorporated, the Village has received approvals through DuPage County to construct the booster pump station (Z5348-07), see Appendix A. The annexation agreement does not include any zoning actions to be taken by the Village relative to the booster pump station as it is an exempt essential service pursuant to Section 155.217 of the Lombard Zoning Ordinance.



**INTER-DEPARTMENTAL REVIEW COMMENTS**

**ENGINEERING**

Private Engineering Services has no objection to the petition.

**PUBLIC WORKS**

The Public Works Department has no comments on the petition.

**BUILDING AND FIRE**

The Fire Department/Bureau of Inspectional Services has no comments on the petition.

**PLANNING**

**Compatibility with the Comprehensive Plan**

The Comprehensive Plan recommends Public and Institutional uses at this location. A religious institution is consistent with the recommendation of the Comprehensive Plan.

**Compatibility with Surrounding Land Uses**

Single family residences are located to the north and east of the subject property. Immediately south of the subject property is Knollcrest Funeral Home. There are also several institutional uses in the vicinity which include York Center School, York Township government offices, and Knoll Crest Park. The existing religious institution is compatible with the surrounding land uses.

With respect to the proposed booster station, the annexation agreement stipulates that the Village install landscape plant materials around the perimeter of the booster station easement for screening purposes. Moreover, the facility will not be regularly staffed or emanate noise.

**Compliance with the Zoning Ordinance**

The existing religious institution is considered a legal non-conforming conditional use under DuPage County. As part of the annexation agreement, the subject property will be granted a conditional use for a religious institution and zoned R1 Estate Residential upon annexation.

There are two structures located on the subject property which include the church building and pastor's residence. Both structures meet the minimum setback requirements for the R1 Estate Residential District, as noted in the table below.

<b>R1 District Requirements</b>	<b>Required</b>	<b>Existing Church</b>	<b>Existing Residence</b>
Front Yard	30'	166'	53'
Interior Side Yard	7.5'	126'	10'
Rear Yard	40'	75'	240'

The Fellowship Reformed Church is not proposing any improvements to the subject property at this time. Any future improvements would be required to meet the full provisions of the applicable code.

**Compliance with the Subdivision and Development Ordinance**

The subject property includes three tracts of land. The existing church and residence are located on Lot 1 of Meyers Road Subdivision. Just north of the existing residence is a vacant parcel, approximately ten feet (10') in width. This parcel, described as the south ten feet (10') of Lot 1 in Havgens' Plat of Survey was previously part of the residential property at the southwest corner of 14<sup>th</sup> Street and Meyers Road. The northern parcel is currently improved with an asphalt driveway which provides access to the church parking lot from 14<sup>th</sup> Street.

As part of the annexation agreement, Fellowship Reformed Church will be granting an eighty foot (80') by eighty foot (80') easement on the northern parcel to construct a booster pump station. At which time the subject property is annexed into the Village, the Fellowship Reformed Church will execute a release and termination of the booster station easement and the Village shall purchase fee simple title to the booster station easement property. The booster station easement will be subdivided from the remaining portion of the subject property.

**Compliance with the Sign Ordinance**

The petitioner is not proposing any signage at this time. Any future signage must meet the full provisions of the Sign Ordinance.

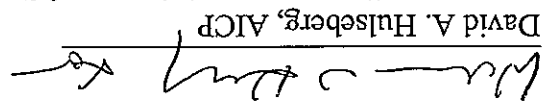
**FINDINGS AND RECOMMENDATIONS**

Based on the above findings, the Inter-Departmental Review Committee has reviewed the petition and find that it will meet the standards for conditional uses, subject to the conditions of approval. As such, the IDRC recommends that the Plan Commission make the following motion recommending approval of this petition:

Based on the submitted petition and the testimony presented, the requested relief **complies** with the standards required by the Lombard Zoning Ordinance; and, therefore, I move that the Plan Commission accept the findings and recommendations of the Inter-Departmental Report as the findings of the Plan Commission and I recommend to the Corporate Authorities **approval** of PC 07-28, subject to the following condition:

1. The petitioner shall enter into an annexation agreement for the subject property.

Inter-Departmental Review Group Report Approved By:



David A. Hulseberg, AICP

Assistant Village Manager/Director of Community Development

DAH:MV

att  
c. Petitioner



O R D I N A N C E  
Zoning Petition 5348-07 Village of Lombard

WHEREAS, a public hearing was held on March 8, 2007 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 7:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Conditional use for a booster pump station on the property hereinafter described:

PLAT OF SURVEY OF THE WEST 117.0 FEET OF THE EAST 376.0 FEET OF THE NORTH 233.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on May 3, 2007 does find as follows:

FINDINGS OF FACT:

1. That the petitioner has testified that they entered into a lease agreement with Fellowship Reform Church that provides an easement on the property with a reversion clause that at such point in time that the property becomes contiguous to the Village of Lombard, all of the church will annex into the Village of Lombard.

2. That the petitioner has testified that the Village of Lombard water supply system is divided into a low pressure zone which serves the northern three-quarters (3/4) of the village.

3. That the petitioner has testified that the low pressure zone serves the northern portion and, the high-pressure zone serves the southern portion.

4. That the petitioner has testified the property is

landscaped with deciduous and evergreen trees that do provide screening from the subject property.

5. That the petitioner has testified the proposed booster pump station would be one-story, approximately 40x40 and will meet all the setback requirements for the zoning district.

6. That the petitioner has testified the pump will be located under ground and will not generate any noise.

7. That the petitioner has testified that the school district does not have any concerns as long as the Village of Lombard allow for the current landscape to stay in its place

**STANDARDS FOR CONDITIONAL USES:**

A. That the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically that the granting of the Conditional Use will not:

a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the booster pump station is only one story and will cover less than 10% of the zoning lot area. The closest structures in proximity to the proposed booster station are a single family residence located approximately 110 feet to the east and York Elementary School located approximately 130 feet to the west.

b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that the booster pump station will consist primarily of brick and will be constructed in accordance with the applicable building codes. The booster pump station will be located more than 100 feet from any nearby structures

c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that the booster pump station will match the appearance of

York Elementary School building as an effort to fit the character of the neighborhood.

d. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the booster pump station will only generate traffic for the operation and maintenance of the station.

e. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that the Health Department does not have any concerns

f. Incur additional public expense for flood protection, rescue or relief as petitioner has demonstrated that the Stormwater Department does not have any concerns.

g. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of DuPage County as petitioner has demonstrated that the booster pump station will benefit the public health by improving water quality. Furthermore, the improved water pressure will benefit public safety by helping to facilitate better fire protection.

**PETITIONER'S DEVELOPMENT FACT SHEET**

CASE #/PETITIONER: 5348-06 Village of Lombard	
OWNER:	Fellowship Reformed Church, 1420 South Meyers Road, Lombard, IL 60148
ADDRESS/LOCATION:	1420 South Meyers Road, Lombard, IL 60148
PUBLICATION DATE:	Daily Herald: February 14, 2007
ZONING REQUEST:	Conditional use for a booster pump station (Sec. 37-703.2)
PRESSENT USE:	Driveway and open space
PRESSENT ZONING/LUP:	R-3 Single Family Institutional
TOWNSHIP/COUNTY:	York/ District 2
BOARD DISTRICT/PPN:	06-21-111-003
ACREAGE/ UTILITIES:	.54 Acres
ZBA PUBLIC HEARING:	March 8, 2007

**ADDITIONAL INFORMATION:**

Building:	No concerns
DUDOT:	No concerns
Health:	The Health Department does not object to the petitioners request, however, any pressurized water line for booster



pump station must maintain a 25 foot distance from surrounding private sewage disposal (septic) systems	Stormwater:	No objection
	EXTERNAL:	
	York Twp Hwy Dept	No concerns
	Village of Villa Park	No concerns

GENERAL BULK REQUIREMENTS:

RES. REQUIREMENTS:	REQUIRED	EXISTING
Front Yard:	30 feet	30 feet
Int. side yard:	10 feet	20 feet
Int. side yard:	10 feet	55 feet
Rear Yard:	25 feet	130 feet
Height:	36 feet	n/a
Floor Area Ratio:	7,020 s.f. (0.30 FAR)	n/a

LAND USE

Location	Zoning	Existing Use	LUP
Subject	R-3 SF	Single Family	0-5- DU AC
North	R-3 SF	Single Family	0-5- DU AC
South	R-3 SF	Single Family	0-5- DU AC
East	R-3 SF	Fellowship Reformed Schurch	0-5- DU AC
West	R-3 SF	York Elementary School	0-5- DU AC

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on May 3, 2007 considered on Motion to Deny Vote of 3 Ayes, 3 Nays, 1 Absent the following zoning relief:

Conditional use for a booster pump station

WHEREAS, the County Board Development Committee on, May 15, 2007 considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and considered the following zoning relief:

Conditional use for a booster pump station

NOW, THEREFORE, BE IT ORDAINED by the County Board of Dupage County, Illinois that the following zoning relief be granted:

Conditional use for a booster pump station

PLAT OF SURVEY OF THE WEST 117.0 FEET OF THE EAST 376.0 FEET OF THE NORTH 233.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Subject to the following conditions:

1. The Village of Lombard will construct the water main entirely within the 14<sup>th</sup> Street and Meyers Road right-of-ways to 22<sup>nd</sup> Street, with all construction and construction related activity occurring within the right-of-ways, i.e. no usage or physical disturbance of park district property. Additionally, the Village of Lombard will reconstruct that portion (the "affected portion") of the access road, including the apron, to the new park site (former Waste Management site) adjacent to Knolls Park and owned by the York Center Park District which is located within the Meyers Road right-of-way, in accordance with the permit for the affected portion obtained by the Park District from Dupage County, in the event it is disturbed by the Village's activities.

2. The water main and related construction will be subject to approval of final engineering plans and approval of the construction schedule by York Township as to 14<sup>th</sup> Street and by the Dupage County as to Meyers Road. A copy of the proposed construction schedule shall also be submitted to the York Center Park District for planning purposes when available.

3. Ready access by construction and other vehicles along and from Meyers Road to and into the new park site (former Waste Management site) adjacent to Knolls Park and owned by the York Center Park District will be maintained by the Village of Lombard at all times, with the Village of Lombard acknowledging that impairment of such access could result in delay in completion of construction planned for the new park and consequent loss by the York Center Park District of grant monies previously awarded for such construction. The Village of Lombard may close access to

the drive of the York Center Park District one time for up to a two (2) consecutive day time period in order to provide for laying of main in front of that drive and may close access to the Knollcrest Funeral Home drive one time for up to a two (2) consecutive day time period in order to provide for laying of main in front of that drive. The Village of Lombard may close access to the drive of the York Center Park District one time for up to a two (2) consecutive day time period in order to provide for paving and may close access to the Knollcrest Funeral Home one time for up to a two (2) consecutive day time period in order to provide for paving. If this is necessary the Village will provide a fourteen (14) day advance notice to York Center Park District and to the Knollcrest Funeral Home. If weather is determined to cause a no construction workday then the work shall commence on the next regular workday without any required additional notice. The Village shall not close access to the York Center Park District drive and the Knollcrest Funeral Home drive at the same time under any circumstance.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the Dupage County Finance Department; Dupage County Auditor; Dupage County Treasurer; Keya N. Willis, Zoning; State's Attorney's Office; Dupage County Health Department; Dupage County Division of Transportation; Theresa A. Cockrell, Assessor, York Township, 1502 S. Meyers Road Lombard, IL 60148, and Fellowship Reformed Church, 1420 South Meyers Road, Lombard, IL 60148; Michelle Kulikowski, Village of Lombard, 255 E. Wilson, Lombard, IL 60148

Enacted and approved this 26th day of June 2007, A.D.

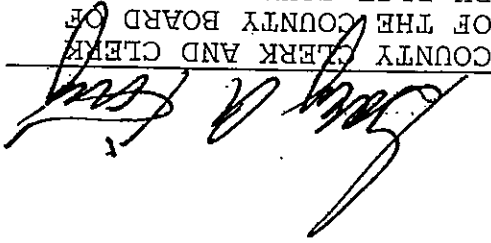
Robert J. Schillerstrom, Chairman  
Dupage County Board

ATTEST:

Gary A. King  
County Clerk

Ayes: 16  
Absent: 2

COUNTY CLERK AND CLERK  
OF THE COUNTY BOARD OF  
DU PAGE COUNTY, ILLINOIS



ILLINOIS, THIS 27TH DAY OF JUNE, A.D. 2007.

GIVEN UNDER MY HAND AND OFFICIAL SEAL AT WHEATON,

REMAINING.

PROCEEDINGS OF SAID COUNTY BOARD NOW IN MY OFFICE

ALL OF WHICH APPEARS FROM THE RECORDS OF THE

ILLINOIS, ON THE 26TH DAY OF JUNE, A.D. 2007.

DU PAGE CENTER, 421 NORTH COUNTY FARM ROAD, WHEATON,

ADOPTED BY THE COUNTY BOARD AT A MEETING HELD AT THE

AN ORDINANCE

CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF

KEEPER OF THE RECORDS AND FILES THEREOF, DO HEREBY

COUNTY BOARD IN THE COUNTY AND STATE AFORESAID, AND

I, GARY A. KING, COUNTY CLERK AND CLERK OF THE

STATE OF ILLINOIS  
) SS  
( COUNTY OF DU PAGE )





ROOSEVELT RD

CHDALE GIR

ROCHDALE GIR

13TH ST

14TH ST

16TH ST 16TH ST

SCHOOL ST SCHOOL ST

MEYERS RD MEYERS RD MEYERS RD MEYERS RD

CHURCH AV CHURCH AV CHURCH AV CHURCH AV

LUTHER AV LUTHER AV LUTHER AV LUTHER AV

3RD ST 3RD ST 3RD ST 3RD ST

ADDISON AV ADDISON AV ADDISON AV ADDISON AV

NSIN AWISCONSIN AWISCONSIN AV



PC 07-28: 1420 S. Meyers Road

1 in. = 400.0 feet





AN ORDINANCE AUTHORIZING THE  
EXECUTION OF AN ANNEXATION AGREEMENT

(PC 07-28: 1420 S. Meyers Road, unincorporated DuPage County)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property generally located at 1420 S. Meyers Road, in unincorporated DuPage County, 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 October 18, 2007.

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 1420 S. Meyers Road in unincorporated DuPage County, Illinois containing 1.4 acres more or less and legally described as follows:

PARCEL 1  
THE WEST 117.0 FEET OF THE EAST 376.0 FEET OF THE NORTH 233.0 FEET OF THE SOUTH QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39

NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2  
THE SOUTH 10.0 FEET OF LOT 1 IN HAVENGA'S PLAT OF SURVEY OF THE NORTH 233.0 FEET OF THE EAST 233.3 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 753858, IN DUPAGE COUNTY, ILLINOIS

PARCEL 3  
LOT 1 OF MEYERS ROAD SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 624.27 FEET OF THE EAST 376.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 233.3 FEET THEREOF, ACCORDING TO THE PLAT RECORDED SEPTEMBER 17, 1958 AS DOCUMENT 894969, ALL IN DUPAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-21-111-003, -005, -006

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 \_\_\_\_\_, 2007.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

William J. Mueller, Village President

Brigitte O'Brien, Village Clerk

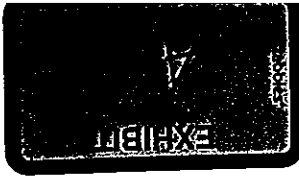
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ATTEST:

Page 3

Re: PC 07-28

Ordinance No. \_\_\_\_\_



description of the Church Property is currently vacant, except for an existing driveway; said

WHEREAS, a portion of the Subject Property that is not contained within the legal

hereof (hereinafter referred to as the "Church Property"); and

a church; said portion being legally described in EXHIBIT B, attached hereto and made part

WHEREAS, Owner currently uses a portion of the Subject Property for a parsonage and

Property"); and

EXHIBIT A, attached hereto and made a part hereof, (hereinafter referred to as the "Subject

WHEREAS, the Owner is the record owner of the property legally described in

WITNESSETH:

together as "Parties");

organization (hereinafter referred to as "Owner") (the Village and Owner are sometimes referred

"Village") and THE FELLOWSHIP REFORMED CHURCH, a not-for-profit religious

the VILLAGE OF LOMBARD, an Illinois municipal corporation (hereinafter referred to as

made and entered into as of the Effective Date (as that term is defined herein), by and between

THIS ANNEXATION AGREEMENT (hereinafter referred to as the "Agreement")

**ANNEXATION AGREEMENT**

[The above space for the County Recorder's Office]

THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING MAIL TO:  
Klein Thorpe & Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, IL 60606  
George A. Wagner, Esq.(#0049-038 dm)

vacant portion being legally described in EXHIBIT C, attached hereto and made part hereof

(hereinafter referred to as the "Vacant Property"); and

**WHEREAS**, the Subject Property is not currently adjacent to and contiguous to the existing corporate boundaries of the Village and is not within the corporate boundaries of any other municipality; and

**WHEREAS**, the Village desires to obtain easements as provided herein for a water pressure booster station on the Vacant Property and a water main on the Church Property; and

**WHEREAS**, the Village and the Owner desire to have the Subject Property annexed to

the Village upon the Subject Property becoming contiguous with the corporate boundaries of 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 during the Term of this Agreement (as hereinafter defined); and

**WHEREAS**, the Parties wish to enter into a binding agreement with respect to the 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 the terms and conditions contained in this Agreement; and

**WHEREAS**, a public hearing was held on August 20, 2007, for the purpose of considering whether a conditional use for an existing religious institution should be granted for the Subject Property, 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 this Annexation Agreement has been held by the Corporate Authorities on the 18<sup>th</sup> day of October, 2007; and

recitals are incorporated in this Agreement as if fully recited herein.

1. **Incorporation of Recitals:** The Village and Owner agree that the foregoing

set forth, the Parties hereto agree as follows:

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

Easement Property (as that term is defined herein).

station and a water main, and to convey to the Village the fee simple title to the Booster Station from Owner, easements, including but not limited to, easements for a water pressure booster **WHEREAS**, the Owner desires to grant to the Village, and the Village desires to accept

this Agreement comply with the Comprehensive Plan of the Village; and

have determined that said uses and the development of the Subject Property in accordance with **WHEREAS**, the Corporate Authorities have examined the proposed uses by Owner and

beneficial to the Village; and

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

developed as a part of the Village as hereinafter provided; and

advantage of the Parties and in the public interest that the Subject Property be annexed to and **WHEREAS**, the Corporate Authorities and the Owner deem it to be to the mutual

Effective Date of this Agreement; and

public notice as required by law and in accordance with all requirements of law prior to the the Lombard Village Code), such public hearings and other actions having been held pursuant to conditional use for a religious institution under the Lombard Zoning Ordinance (Chapter 155 of held or taken, including all hearings and actions required in connection with an application for a

the adoption and execution of this Agreement, in order to make the same effective, have been

**WHEREAS**, all public hearings and other actions required to be held or taken prior to

(1) On the Closing Date (as that term is defined herein), the Owner

**A. Booster Station Easement:**

easements based upon the following terms:

6. The Parties agree to execute recordable easement agreements for the following

otherwise provided in this Agreement.

as are in place at the time of the submittal of any future development request, except to the extent Property shall be subject to all applicable codes, ordinances, rules and regulations of the Village hereinafter defined. As such, the Owner agrees that any future plans for developing the Subject Subject Property, other than that proposed for the Village's Water Main and Booster Station, as

5. **Development Approval:** There are currently no plans for development of the

Family Residential under the Zoning Ordinance.

Property to the Village as set forth herein, it will, by operation of law, be zoned R-1 Single Subject Property a conditional use for a religious institution. Upon annexation of the Subject herein, the Corporate Authorities shall, without further public hearings, immediately grant the

4. **Zoning:** Upon annexation of the Subject Property to the Village as set forth

Act 5 of Chapter 65 of the Illinois Compiled Statutes.

Parties shall cause such annexation to be effected pursuant to the provisions of Section 5/7-1-8 of time as the Subject Property becomes contiguous to the corporate boundary of the Village. The Subject Property to be duly and validly annexed to the Village as promptly as practicable at such Illinois Compiled Statutes, the Parties agree to do all things necessary or appropriate to cause the

3. **Annexation:** Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the

attached hereto.

Property shall be developed in accordance with the terms of this Agreement and the Exhibits

2. **Development of Subject Property:** Village and Owner agree that the Subject

agrees to grant to the Village and the Village agrees to purchase from the Owner a ninety-eight feet (98') ) by eighty-foot (80') easement to construct a water pressure booster station (the "Booster Station Easement Property"), as shown in a survey of the Booster Station Easement Property to be provided by the Village at the Village's cost, for the purchase price of ONE HUNDRED AND FIFTY FOUR THOUSAND THREE HUNDRED SEVENTY AND 00/100 DOLLARS (\$154,370) (the "Purchase Price"), subject to terms and conditions set forth in Paragraph 8 below.

(2)

Upon the Village's approval and acceptance of the Booster Station Easement, the Village will establish a fund in the amount of EIGHT THOUSAND AND 00/100 DOLLARS (\$8,000.00), for the purpose of installing landscaping between the Booster Station Easement Property and the remainder of the Vacant Property. The installation of the landscaping shall be subject to the mutual approval of the Owner and the Village's Director of Community Development, which approval shall not be unreasonably withheld or delayed by Owner.

(3)

Contemporaneous with the Owner's petition for annexation, the Owner will petition the Village to subdivide the Vacant Property, so as to separate the Booster Station Easement Property into a



(1) On the Closing Date (as that term is defined herein), by a recordable easement agreement, the Owner agrees to grant to the Village and the Village agrees to purchase from Owner a thirty-foot (30') easement (the "Water Main Easement") for Village purposes to install a water main and related appurtenances (the

Water Main Easement: B.

County and Village Code and regulations. was granted and otherwise complies with applicable DuPage interfere with the use of the Booster Station Easement for which it traffic, the Village will not object so long as such increase does not Station Easement Property), to better accommodate two-way existing driveway on the Vacant Property (excluding the Booster In the event that the Owner desires to increase the width of the

(5)

regulations. complies with applicable DuPage County and Village Code and Booster Station Easement for which it was granted and otherwise such building or expansion does not interfere with the use of the conjunction with such future building or expansion, so long as excluding the Booster Station Easement Property, to be utilized in Church Property, the Village will permit the Vacant Property,

(4)

In the event that the Owner desires to build or expand on the reasonable legal expenses for review of the subdivision plat. costs to subdivide the Vacant Property, including the Owner's separate tax lot of record. The Village shall be responsible for all

**Property:** At any time after the Village approves an ordinance annexing the Subject Property into the Village, the Village may, in its sole discretion and upon written notice to the Owner, elect to purchase from the Owner the fee simple title to the Booster Station Easement Property, and the Owner agrees to sell the Booster Station Easement Property to the Village for the purchase price of TEN AND 00/100 DOLLARS (\$10.00). The conveyance shall be subject to the terms and conditions provided in **EXHIBIT D**, which is attached hereto and made a part hereof (the "**Conveyance Contract**"). Contemporaneous with the conveyance of fee simple title to the Booster Station Easement Property to the Village, the Owner will execute a release and

7. Conveyance of the Fee Simple Title to the Booster Station Easement

Owner.

which approval shall not be unreasonably withheld or delayed by the Owner and the Village's Director of Community Development, installation of the landscaping is subject to the mutual approval of on the Water Main Easement Property along Meyers Road. The DOLLARS (\$5,000.00) for the purpose of installing landscaping a fund in the amount of FIVE THOUSAND AND 00/100 agreement for the Water Main Easement, the Village will establish (2) Upon the Village's acceptance and recording of an easement terms and conditions set forth in Paragraph 8 below.

00/100 DOLLARS (\$10.00) (the "**Purchase Price**"), subject to Village at the Village's cost, for the purchase price of TEN AND Easement Property", as shown on a survey to be provided by the Property and adjacent to Meyers Road, (the "Water Main "Water Main") on, in and over the Eastern portion of the Church

testing, and other tests which may physically invade the Easement Properties or perform such tests, including without limitation subsurface testing, soil and groundwater for the purposes of conducting a complete inspection of the Easement Properties and to license and authorization to enter upon and have full access to the Easement Properties consultants, their employees, agents, subcontractors and representatives, an irrevocable Owner hereby grants and will cause any tenants to grant, to the Village and its testing it deems necessary and appropriate (hereinafter "Environmental Assessment"). environmental audit, and to perform any environmental and engineering investigation or (collectively the "Easement Properties"), to conduct a site assessment and the physical condition of the Easements (including the groundwater thereunder) expense, to select and retain environmental and other consultants to examine and inspect Easements by the Village, the Village shall have the right at any time, at its sole cost and **Environmental Assessment of the Easements:** Prior to acceptance of the

Deeds of DuPage County at the Village's expense.

Village shall be responsible for recording the Easement Agreements with the Recorder of and subject to the additional terms and conditions set forth in this Paragraph 8. The **Agreements**) in the form attached hereto as **EXHIBIT F** and **EXHIBIT G** respectively, executed and notarized Easement Agreements (collectively the "Easement Station and Water Main Easements (together, the "Easements") pursuant to properly **Easement Agreements:** Owner agrees to grant the Village the Booster

**Village (the "Easements"):**

8. **Acceptance of Booster Station Easement and Water Main Easement by the**

hereto.

termination of the Booster Station Easement in the form set forth in **EXHIBIT E**, attached

improvements thereon or to conduct other environmental and engineering investigations, as the Village, in its sole discretion, determines is necessary to protect its interests, and will do nothing to interfere with the investigation of the Easement Properties. This period shall be known as the "Environmental Contingency Period", and shall commence upon the Effective Date of this Agreement through and including the date of the Closing and the closing under the Conveyance Contract. Owner shall provide to the Village and its employees, agents, representatives and consultants full and complete access to the Easement Properties. Owner shall deliver to the Village within five (5) days of the Effective Date all documents and information in Owner's possession, custody or control which relate or refer to the Easement Properties, its present and prior uses, or to the activities at or near the Easement Properties and environmental audits, reports or documents that refer or relate to the Easement Properties. Owner shall notify the Village of the location and description of all public and private utilities on or below the Easement Properties. If requested, the Owner will make available to the Village's consultants, all documents and information in the Owner's possession, custody or control which relate to any adjacent property. The term "Environmental Assessment" as referred to in this Subparagraph shall include, but not be limited to, Phase I and Phase II environmental audits. Owner agrees to cooperate with the Village in conducting the Environmental Assessment.

C. Village's Option To Accept Easements: The Village shall not be

obligated to accept the Easements, or one or the other, if, in the Village's sole and exclusive judgment, for any reason whatsoever (including, without limitation, information revealed by the Environmental Assessment), the Village determines that the use or condition of the Easement Properties or any part thereof or any adjacent property,

poses a health, safety or environmental hazard, or if the Environmental Assessment reveals or if at any time prior to the Closing (as that term is defined herein) the Village otherwise becomes aware of the existence of any environmental condition which may be dangerous and/or unacceptable to the Village, or in violation of any environmental law or regulation including, but not limited to, the presence of any Hazardous Material, as that term is defined below. Pursuant to this Subparagraph, the Village shall have the right, in its sole and exclusive judgment, not to accept the Easements, or one or the other.

**D. Acceptance and Payment of the Purchase Price for the Easements (the "Closing")**

The Village's acceptance of the Easements, or one or the other, shall take place no later than forty-five (45) days after the Effective Date (the "Closing Date") at the offices of Klein, Thorpe & Jenkins, Ltd., 20 N. Wacker Drive, Suite 1660, Chicago, Illinois 60606-2903 ("KTJ") or at such other time and place as mutually agreed to by the Parties.

**E. Closing Documents**: On the Closing Date, the obligations of the Village

and Owner shall be as follows:

1. The Owner shall execute and deliver or cause to be executed and delivered to KTJ, a counterpart original executed and properly notarized and recordable (i) Booster Station Easement Agreement and (ii) Water Main Easement Agreement.

2. The Village shall deliver or cause to be delivered to KTJ a check made payable to the Owner in the amount of the Purchase Price for the respective Easements.

3. The Owner shall provide at the Village's cost and expense a title commitment or such other title search reflecting that the Owner has good and marketable title to the Easement Properties to execute and deliver the Easement Agreements to the Village, together with any lender subordination agreement or consent to easement by any and all lenders of Owners.

F. Covenants, Representations and Warranties of Owner: The

covenants, representations and warranties contained in this Subparagraph shall be deemed remade as of the Closing Date and shall survive the Closing, and shall be deemed to have been relied upon by the Village in consummating the Closing herein contemplated notwithstanding any investigation the Village may have made with respect thereto, or any information developed by or made available to the Village prior to the Closing and consummation of the Closing herein contemplated. Owner represents that it has provided the Village with all material information in Owner's possession pertaining to the environmental condition of the Easements. Owner covenants, represents and warrants to the Village as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

1. Title Matters. Owner has good and marketable fee simple title to the Easement Properties.
2. Violations of Zoning and Other Laws. Owner has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code for the Easement Properties. The easement rights as granted to the Village by the Owner, shall include all rights of the Owner to the use of any off-site facilities, including, but not limited to, storm water detention facilities, necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the Easement Properties
3. Pending and Threatened Litigation. To the best knowledge and belief of Owner, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Easement Properties.
4. Eminent Domain, etc. To the best knowledge and belief of Owner, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Easement Properties, or any part thereof.
5. Access to Public Utilities. No fact or condition exists which would result in the termination or impairment of access to the Easement Properties from adjoining public or private streets or ways or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.

6. Assessments. To the best knowledge and belief of Owner, there are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed and there are no special or general assessments pending against or affecting the Easement Properties.

7. Authority of Signatories: No Breach of Other Agreements: etc. The execution, delivery of and performance under this Agreement by Owner are pursuant to authority validly and duly conferred upon Owner and the signatories hereto. The consummation of the Closings herein contemplated and the compliance by Owner with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Owner or the Easement Properties are bound; and will not and does not to the best knowledge and belief of Owner, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Owner or the Easement Properties are subject or bound.

8. Executive Agreements. Owner is not a Party to, and the Easement Properties are not subject to, any agreement or agreement of any kind whatsoever, written or oral, formal or informal, other than this Agreement. The Village shall not, by reason of entering into or Closing pursuant to the terms and conditions of this Agreement, become subject to or bound by any agreement, agreement, lease, license, invoice, bill, undertaking or understanding which the Village shall not have previously agreed in writing to accept. Owner warrants and represents to the Village, that no written leases, licenses or occupancies exist in regard to the Easement Properties and further, that no person, corporation, entity, tenant, licensee, or occupant has an option or right of first refusal to purchase, lease or use the Easement Properties, or any portion thereof.

9. Mechanics' Liens. All bills and invoices for labor and material of any kind relating to the Easement Properties have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Easement Properties.

10. Governmental Obligations. To the best knowledge of Owner, there are no unperformed obligations relative to the Easement Properties, outstanding to any governmental or quasi-governmental body or authority.

11. Hazardous Materials.

a. From the Effective Date of this Agreement to and including the Closing Date and the closing under the Conveyance Contract, Owner agrees (i) to operate, maintain and manage the Easement Properties in the ordinary course of business; (ii) that the Easement Properties will comply in all respects, and will remain in compliance, with all applicable federal, state, regional, county and local laws, statutes, rules, regulations or ordinances concerning public health, safety or

the environment, and all Environmental Laws (as defined below); and (iii) to maintain existing insurance on the Easement Properties.

b. Owner has no knowledge of: (i) the presence of any Hazardous Materials on, under or in the Easement Properties, including adjacent property (ii) any Release (which means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the indoor or outdoor environment or discarding of barrels, drums, containers, tanks and other receptacles containing or previously containing any hazardous Material) or threatened Release of Hazardous Materials that have occurred or are presently occurring on or onto the Easement Properties, including any adjacent property; (iii) any spills or disposal of Hazardous Materials that have occurred or are occurring off the Easement Properties as a result of any construction on or operation and use of the Easement Properties; (iv) the presence of any equipment on the Easement Properties, containing polychlorinated biphenyls ("PCBs"); (v) the presence of any asbestos in use or on the Easement Properties; or (vi) any conditions or circumstances at or on the Easement Properties, which would pose a risk to the environment or the health or safety of persons.

c. To the best knowledge and belief of Owner, the Easement Properties, have never been used and will not be used as a landfill, open dump or a waste dump, or for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical material substance or waste. Owner has used no material quantity of any Hazardous Material and has conducted no activity, event or occurrence involving Hazardous Material at the Easement Properties. The Easement Properties do not contain underground storage tanks or Hazardous Materials, and the Owner has received no notice of nor do the Easement Properties violate any Federal, State, or Local Environmental Laws. For purposes of this Agreement, the phrase "Environmental Laws" shall mean any federal, state or local law, statute, ordinance, order, decree, rule or regulation (including but not limited to judicial orders, administrative orders, consent agreements and permit conditions) relating to releases, discharges, emissions or disposals to air, water, the Subject Property or groundwater, to the withdrawal or use of groundwater, to the use, handling, storage or disposal of polychlorinated biphenyls, asbestos or urea formaldehyde, to the treatment, storage, disposal or management of Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. '9601, et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. '6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. '2601, et seq. ("TSCA"), the occupational, Safety and Health Act, 29 U.S.C. '651, et seq., the Clean Air Act, 42 U.S.C. '7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. '1251, et seq., the Safe Drinking Water Act, 42 U.S.C. '3001, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. '1801, et seq. ("HMTA"), the Clean Water Act, 33 U.S.C. '1251, et seq., the Safe Drinking Water Act, 42 U.S.C. 300f, et seq., the Clean Air Act, as amended, 42 U.S.C. '7401, et seq., the Federal Uranium Mill Tailing Radiation Control Act, 42 U.S.C. '655, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 42 U.S.C. '136, et seq., the National



d. Owner has received no notice of and to the best of Owner's knowledge and belief the Easement Properties do not violate any law, regulation or agreement applicable to the Easement Properties or their use. To the best knowledge and belief of Owner, the Easement Properties are not subject to any, and Owner has no knowledge of any imminent restriction on the ownership, occupancy, use or transferability of the Easement Properties, in connection with any (i) Environmental Law, or (ii) release or threatened release or disposal of a Hazardous Material. With respect to the Easement Properties, if Owner shall (i) receive notice that any violation of any federal, state or local Environmental, health or safety law or regulation may have been committed or is about to be committed with respect to the Easement Properties, (ii) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any federal, state or local Environmental Law or regulation or requiring Owner to take any action in connection with the release of any Hazardous Materials into the environment, (iii) receive any notice from a federal, state or local governmental agency or private party alleging that the Owner may be liable or responsible for costs associated with a response to or cleanup of a release of any Hazardous Materials into the environment or any damages caused thereby, (iv) receive any notice that the Owner is subject to federal, state or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, or (v) receive any notice that the Easement Properties, or assets of Owner are subject to a lien in favor of any governmental entity for any liability under the federal, state or local Environmental Laws or regulations or damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste,

asbestos or asbestos-containing materials; and radon.

Environmental Policy Act, 42 U.S.C. 4321, et seq., the Noise Control Act, 42 U.S.C. 4901, et seq., the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et seq., the Department of Housing and Urban Development Act, 42 U.S.C. 5531, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. 11001, et seq. ("EPCRA"), and the Illinois Environmental Protection Act, and other comparable federal, state or local laws and all rules, regulations and guidance documents promulgated pursuant thereto or published thereunder, as any or all of the foregoing may from time to time be amended, supplemented or modified. For the purposes of this Agreement, the phrase "Hazardous Materials" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Laws or the release of which is regulated under Environmental Laws. Without limiting the generality of the foregoing, the term "Hazardous Materials" will include: "hazardous substances" as defined in CERCLA; "extremely hazardous substances" as defined in EPCRA; "hazardous waste" as defined in RCRA; "hazardous materials" as defined in HMTA; "chemical substance or mixture" as defined in TSCA; crude oil, petroleum and petroleum products or any fraction thereof (including "petroleum" as that term is defined in 42 U.S.C. 6991(8)); radioactive materials including source, by-product or special nuclear materials;

substance or constituent, or other Hazardous Materials into the environment, then the Owner shall promptly provide the Village with a copy of such notice, not later than seven (7) days from Owner's receipt thereof.

e. There are no proceedings pending or, to the best knowledge and belief of Owner, threatened against or affecting the Owner in any court or before any governmental authority or arbitration board or tribunal, which if adversely determined, would materially and adversely affect the Easement Properties. The Owner is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal, which default would materially and adversely affect the Easement Properties.

f. The Owner covenants that Owner shall not create, store, release or allow the retention, storage or release of any Hazardous Substances or Materials on the Easement Properties.

g. When used in this Agreement, the expression "to the best knowledge and belief of Owner," or words to that effect, is deemed to mean that the Owner, after reasonable examination, investigation and inquiry is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

h. Notwithstanding any other provisions or terms of this Agreement to the contrary, in the event of the breach by Owner of any covenant, warranty or representation made by Owner in this Agreement, Owner agrees to indemnify and hold harmless the Village for and against all losses, damages, costs, expenses (including reasonable attorney's fees) and charges which the Village may incur or to which the Village may become subject as a cause or consequence of such breach. Further, with respect to this Agreement, Owner agrees to indemnify and hold the Village harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines sought in any lawsuit, administrative action or other proceedings, including reasonable attorneys' fees, costs and expenses, arising from or out of or in any way connected with: (i) the presence of any Hazardous Materials on the Subject Property, which includes the Easement Properties or the presence of any Hazardous Materials off the Subject Property, which includes the Easement Properties, that was caused by or spread from the Subject Property, which includes the Easement Properties; or (ii) any violation or alleged violation of any local, state or federal environmental law or regulation, ordinance, administrative or judicial order relating to Hazardous Materials attributable to events occurring before the Closing Date or the closing under the Conveyance Contract, of which Owner had knowledge but failed to disclose to Village. Notwithstanding the foregoing, this Agreement shall not be construed to impose liability on the Owner for Hazardous Materials placed, released or disposed of on the Easement Properties through no fault of Owner after the Closing Date or the closing under the Conveyance Contract. The covenants, representations and warranties herein contained together with this indemnity shall survive the Closing and the closing under the Conveyance Contract. In the event that the Village or any of its officials, trustees, or

Ordinance (Title XV, Chapter 153 of the Lombard Village Code).

Owner agrees to construct any additional signage on the Subject Property, including any changes to the location or form of the above freestanding signs, in full compliance with the Lombard Sign

- i. Length: eight feet ten inches (8'10");
  - ii. Height: three feet five inches (3'5") from ground; and
  - iii. Location: on or about the Water Main Easement
- b. Taiwanese Community Church sign, as depicted on *Exhibit I*, attached hereto and incorporated herein, and having the following dimensions and location:

- i. Cabinet: sign cabinet of eleven feet (11') by three feet (3');
- ii. Height: four feet (4') from ground to top of cabinet and ten feet ten inches (10'10") from ground to top of cross; and
- iii. Location: on or about the Water Main Easement

a. Fellowship Church sign, as depicted on *Exhibit H*, attached hereto and incorporated herein, and having the following dimensions and location:

follows:

permitted to remain in their present forms at their present locations, said signs being described as

9. Signage: The Village agrees that the Owner's freestanding signs shall be

benefit of the Village and the Village's successors and assigns. continuing, irrevocable and binding on the Owner, and the Owner's respective successors and assigns, and this Agreement shall be binding upon and inure to the

k. The indemnification contained in this Agreement shall be Owner's other undertakings under the Agreement. j. The Owner's liability hereunder shall not be limited by the other provisions contained in the Agreement, and Owner agrees that the indemnification contained herein is separate, independent of and in addition to

i. The Owner's obligations hereunder shall in no way be impaired, reduced or released by reason of the Village's omission or delay to exercise any right described herein or in connection with any notice, demand, warning or claim regarding violations of any Environmental Laws governing the Easement Properties.

employees are named as a defendant in any lawsuit arising out of the matters to be indemnified under this Contract, the Village shall have the right to choose the attorney(s) who represent them in said lawsuit and the costs, expenses and fees associated with said attorneys in relation to said lawsuit shall be paid by Owner pursuant to the indemnification provisions herein.

10. Water Utilities: Village represents and warrants to Owner as follows:

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

B. That the Village water distribution system has sufficient capacity to provide potable water to the Subject Property such service to be substantially the same as that provided to other similarly zoned areas in the Village being provided with water by the Village.

11. Storm Drainage Facilities: In regard to any future development of the Subject Property after the Effective Date of this Agreement, storm drainage facilities, and retention and/or detention areas shall be provided and constructed and paid for by Owner in accordance with final engineering plans to be approved by the Village. In addition, any such storm drainage facilities and any wetland areas will be maintained by the Owner and/or any subsequent owners of the Subject Property. In the event that any such storm drainage facilities originally installed for the Subject Property are insufficient, Owner shall add additional storm drainage facilities as may be required by the Village Engineer. Such storm drainage facilities and any wetland areas shall be maintained by the Owner during the course of any future development, and thereafter shall be maintained by either the Owner or by the subsequent owner(s), all in accordance with a declaration of covenants and restrictions to be recorded against the Subject Property, excluding the Easement Properties, by the Owner and which declaration shall be subject to approval by the Village prior to the declaration's recording. Such declaration shall provide the Village with the right, but not the duty or obligation, to go upon any portion of the Subject Property, including the Easement Properties, to maintain and/or repair or replace such storm drainage facilities if they are not suitably maintained so that they remain fully operational. If the Village exercises such right and takes, in its sole discretion, any such action, such declaration shall provide that the Owner or any such subsequent owner(s) shall immediately upon demand reimburse the Village

for all expenses incurred by the Village and, if not promptly paid, the declaration shall provide the Village with the right to record a lien for any such unpaid costs and expenses, including collection fees, against the Subject Property or any portion thereof, and to foreclose on any such lien.

12. Underground Utilities: All electrical, telephone, cable television and natural gas distribution facilities, except electrical transformers and meters for natural gas and electricity, constructed after the Effective Date of this Agreement, shall be installed underground or located within a building.

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

- A. Fees in the amount of \$ 0 - does not apply.
- B. Annexation fee has been waived as of the Effective Date of this Agreement.
- C. Rezoning fee does not apply.
- D. Watermain recapture fee does not apply.
- E. Sanitary sewer recapture fee does not apply.
- F. Storm sewer recapture fee does not apply.
- G. Transportation Improvements fee does not apply.
- H. Glenbard Waste Water Authority fee does not apply.
- I. Proportionate share of Master Utility study does not apply.

In addition to the above 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, Village Code and regulations, at the time of application for the respective permits.

Notwithstanding anything to the contrary in this Paragraph 13, upon completion of the Village's installation of the Water Main in the Water Main Easement, and regardless of whether or not the Subject Property, which includes the Church Property, has been annexed to the Village, the Village agrees as follows:

A. The Village will permit the Owner to connect to the Water Main at such location as the Village determines reasonable for the Owner's use of the Village's water at the Owner's current parsonage and church building. The Village will not require the Owner to pay any water connection or permit fees, but such connection must comply with applicable state, county and Village Code and regulations; and

B. Upon the Owner's connection to the Water Main, the Village will charge the Owner for water usage for its current parsonage and church building on the Church Property at rates applicable to the Church Property as if the Church Property was within the Village's corporate boundary.

14. Annexation to Lombard Park District: If required by the Village, the Owner agrees to petition the Lombard Park District to have the Subject Property annexed to the Lombard Park District upon the annexation of the Subject Property to the Village.

15. Additional Easements: In addition to the Booster Station and Water Main Easements described in Paragraph 6 of this Agreement, Owner shall provide all easements, both on-site and off-site (if applicable) (the "Additional Easements"), which may be required by the Village Engineer to enable the Subject Property to be properly drained and to receive water, sanitary sewer, electric, telephone, gas, and cable television service, with the Village being a named grantee in all of the Additional Easements along with the applicable utility companies and cable television operator(s).

this Agreement shall be sent and deemed received: A) on the third business day after mailed by

A. Notices: Any and all notices, demands, consents and approvals required under

20. General Provisions:

municipality.

statute provision in regard to the disconnection of property from the corporate limits of a Village pursuant to Illinois Compiled Statutes, Chapter 65, Section 5/7-3-6, or any similar State not petition the Court for disconnection of all or any portion of the Subject Property from the

19. Disconnection Prohibition: During the term of this Agreement, the Owner shall

Engineer.

and installed by the Owner in accordance with final engineering plans approved by the Village constructed hereunder or under the provisions of the Village Code shall be paid for, constructed

18. Final Engineering Approval: All public improvements required to be

owner(s).

drainage facilities shall remain owned by and maintained by the Owner, and any subsequent cost of the public improvements installed. Notwithstanding this Paragraph 17, any storm said guaranty to be in the form of a letter of credit in an amount equal to ten percent (10%) of the Village shall accept said public improvements subject to a two (2) year maintenance guaranty, and said public improvements have been inspected and approved by the Village Engineer, the public improvements, in accordance with the provisions of the Village Code and this Agreement,

17. Dedication of Public Improvements: When Owner has completed all required

current condition of the Subject Property, as well as any future development thereof.

reasonable in amount, where applicable, and are reasonably related to and made necessary by the charges, fees, contributions, dedications and easements required by this Agreement are

16. Reasonableness of Fees and Charges: Owner further agrees that the connection

certified or registered mail, postage prepaid, return receipt requested, or B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, if addressed to the Parties 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

Assistant Village Manager  
VILLAGE OF LOMBARD  
255 East Wilson Avenue  
Lombard, Illinois 60148

Thomas P. Bayer, Village Attorney  
KLEIN, THORPE AND JENKINS, LTD.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606

(2)

If to the Owner:

Mr. Ray Kraft, Clerk  
Fellowship Reformed Church  
1420 S. Meyers Road  
Lombard, Illinois 60148



Village and the successor Corporate Authorities of the Village and any successor upon Owner and Owner=s successors and assigns, and shall be binding upon the have been met, this Agreement shall inure to the benefit of and shall be binding Upon the condition that the requirements of this Subparagraph 20B (3)

governed by the remaining provisions of this Subparagraph 20B.

Failure to give timely notice shall not constitute a default hereunder, but shall be customarily included in a title opinion for the sale or conveyance of real estate. the real estate sold or conveyed, and such other information as is usually and such sale or conveyance, and a copy of the title opinion identifying the grantee, notice shall include identification of the name(s) of such successor(s), the date of successors in title to all or any portion of the Subject Property. Such written ten (10) working days after the closing of such sale or conveyance, of any and all Property, or any portion thereof, Owner shall notify the Village in writing, within (2) In the event of any sale or conveyance by Owner of the Subject

declared as covenants running with the land.

and Owners successors and assigns, and shall be considered and are hereby (1) The provisions of this Agreement, shall be binding upon Owner,

**B. Continuity of Obligations:**

other Parties.

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

With a copy to:

D. **Remedies:** The Village and Owner, and their respective successors and assigns, covenant and agree that in the event of a default in regard to any of the terms, provisions or conditions of this Agreement by either Party, or their respective successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to the defaulting party, 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

in calculating the Term of Agreement (as defined in Subparagraph 20T below).

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,

sole option, has otherwise released Owner from any or all of such obligations. Agreement until such obligations have been fully performed or until Village, at its the faithful performance of all obligations imposed upon Owner by this shall at all times during the term of this Agreement remain liable to Village for Property by Owner in accordance with Subparagraph 20B(2) above, the Owner including but not limited to the sale or conveyance of all or any part of the Subject (4) Notwithstanding any provision of this Agreement to the contrary,

Village the notice required by this Subparagraph 20B.

benefit of Owner's successors and assigns until such time as Owner has given the not been met, this Agreement shall be binding upon, but shall not inure to the municipality. In the event that the requirements of this Subparagraph 20B have

herein given shall not be exclusive of any other remedy afforded by law to the Parties, or their respective successor or assigns.

**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 Subject Property be designated for public purposes, except as otherwise provided in this Agreement, except as may be consented to in writing by Owner or except as may be required pursuant to the applicable provisions of the Village Code relative to any future development of the Subject Property and the construction of any public improvements required in relation thereto.

**F. Conveyance, Dedication and Donation of Real Estate and Certain**

**Personal Property:** Any conveyance, dedication or donation of all or any portion of the Subject Property required of Owner to the Village under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement, except that, as to the conveyance of the Booster Station Easement, the provisions of EXHIBIT D shall be controlling to the extent in conflict with the following:

- (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 conveyance, dedication or donation:**

The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable warranty deed, plat of dedication or appropriate dedication on a recorded plat of subdivision (the foregoing, the "Conveyance Instrument") of all

or a portion of the Subject Property (the "Conveyance Property") and may be

subject only to:

- (a) covenants, restrictions and easements of record, provided the same do not render the Conveyance Property materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;

(b) terms of this Agreement;

(c) general taxes for the year in which the Conveyance

Instrument is delivered or made and for the prior year if the amount of the prior year's taxes is not determinable at the time of delivery of the Conveyance

Instrument;

(the foregoing (a) through (c) are the "Permitted Exceptions").

(4) Title Insurance: Owner shall provide to the Village, not less than

ten (10) days prior to the time for delivery of the Conveyance Instrument, a

commitment for title insurance (the "Title Commitment") from the Chicago Title

Insurance Company or such other title insurance company (the "Title Company")

acceptable to the Village as the "grantee" in such Conveyance Instrument. The

Title Commitment shall be in usual and customary form subject only to:

- (a) the usual and customary standard exceptions 1 through 5 contained therein;

(b) the Permitted Exceptions;

(c) such other title exceptions which are acceptable to the

Village, at the Village's sole discretion, which title exceptions when

approved by the Village shall become a Permitted Exception.

(6) Delivery of Conveyance Instrument: To the extent not provided in this Agreement, delivery of the Conveyance Instrument shall occur at a date, time and place mutually agreeable to Owner and the Village, otherwise at a date,

of Owner's breach of the foregoing covenant. limited to reasonable attorneys' fees and expenses of litigation, arising as a result harmless and defend the Village against any loss or expense, including but not same upon determination of such amount and that Owner will indemnify, hold cannot then be determined, Owner hereby covenants that it will promptly pay the prior to delivery of the Conveyance Instrument because the amount of the same Conveyance Instrument. To the extent that any such item cannot be removed Property shall be paid by the Owner and removed prior to delivery of the taxes, assessments, liens and charges of whatever nature affecting the Conveyance (5) Taxes, Liens, Assessments, Etc.: General taxes and all other

non-Permitted Exceptions, shall be at Owner's expense. other title costs, including but not limited to cost of title endorsements to insure The cost of the Title Commitment, title later updates and Owners Policy and any "Owners Policy"), subject only to the Permitted Exceptions stated above.

The Title Commitment shall be in the amount of the fair market value of the Conveyance Property described in the Conveyance Instrument (the "Insured Amount") and shall be dated not more than twenty (20) days prior to the time for delivery of the Conveyance Instrument. Owner shall further cause to be issued within thirty (30) days after delivery of the Conveyance Instrument an owners title insurance policy in the Insured Amount from the Title Company (the

may probably be, a conflict of interest between Village and Owner, on an

(b) If the Village, in its sole discretion, determines there is, or

judgment, without the approval of the Village.

lawsuit, or fail to pursue any available avenue of appeal of any adverse

(a) Owner shall not make any settlement or compromise of the

of whatever nature relating thereto; provided, however:

assume, fully and vigorously, the entire defense of such lawsuit and all expenses

Agreement, then, in such event, the Owner, on notice from the Village shall

proceedings against the Owner and/or the Village, which relate to the terms of this

(1) In the event that any third party or parties institute any legal

**J. Reimbursement of Village for Legal and Other Fees and Expenses:**

be used in construing it.

headings used herein are for convenience only and are not a part of this Agreement and shall not

**I. Captions and Paragraph Headings:** The captions and paragraph

same shall continue during the Term of this Agreement.

and hereby incorporate such representations, warranties and recitals into this Agreement and the

to this Agreement and the Parties hereby confirm and admit their respective truth and validity

representations, warranties and recitals set forth in the preambles to this Agreement are material

**H. Survival of Representations:** Each of the Parties agrees that the

whether improved or unimproved, except as otherwise specifically set forth herein.

restrict or limit the right of Owner to sell or convey all or any portion of the Subject Property,

**G. Conveyances:** Nothing contained in this Agreement shall be construed to

forty-five (45) days after notice thereof is given by the Village to Owner.

time and place set by the Village not less than thirty (30) days nor more than

required by this Agreement, such approval or direction means the approval or direction of the

L. **Village Approval or Direction:** Where Village approval or direction is

continue in full force and effect.

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

K. **No Waiver or Relinquishment of Right to Enforce Agreement:** Failure

the Village against Owner.

Owner may, in its sole discretion, appeal any such judgment rendered in favor of etc., incurred by the Village in connection therewith (and any appeal thereof). but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, including Owner all expenses of such legal proceedings incurred by the Village, including having jurisdiction thereof shall determine and include in its judgment against for violation of this Agreement and secures a judgment in its favor, the Court (2) In the event the Village institutes legal proceedings against Owner

of litigation, incurred by the Village in connection therewith. costs, reasonable attorneys' fees and witnesses' fees, and other expenses of the amount due, for any expenses, including but not limited to court written demand from the Corporate Authorities of the Village and notice such option, then Owner shall reimburse the Village, from time to time on represented by its own legal counsel. In the event the Village exercises effect on the Village, then the Village shall have the option of being issue of importance to the Village having a potentially substantial adverse

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:** The Village at its expense, shall record this Agreement and any amendments thereto with the Recorder of Deeds of DuPage County. For recording purposes only, the Conveyance Contract, which is Exhibit D attached hereto, will not be recorded.

N. **Authorization to Execute:** The individual executing this Agreement on behalf of the Owner warrants that he/she has been lawfully authorized by Owner to execute this Agreement on behalf of the Owner. The Village President and Village Clerk of the Village hereby warrant that they have been lawfully authorized by the Board of Trustees 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.

O. **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.

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.



Name: William J. Mueller

Name: \_\_\_\_\_

By:

By:

The Village of Lombard, an Illinois  
municipal corporation

The Fellowship Reformed Church, a not-for-profit  
religious organization

**VILLAGE:**

**THE FELLOWSHIP REFORMED CHURCH**

Agreement on the day and year set forth below.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this

action.

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

U. Venue: The Parties hereto agree that for purposes of any lawsuit(s)

Agreement").

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

T. Term of Agreement: This Agreement shall be in full force and effect for

effective date of this Agreement (the "Effective Date").

this Agreement where indicated next to the Village's signature, which date shall be deemed the

Village and the Village Mayor and Village Clerk shall affix the date on which he/she/they sign(s)

S. Execution of Agreement: This Agreement shall be executed last by the

indicates otherwise.

construed as referring to the Corporate Authorities of the Village unless the context clearly

R. Definition of Village: When the term Village is used herein it shall be

provides otherwise.

Agreement shall control and govern, unless a particular provision of this Agreement specifically

provisions of the text of this Agreement and the Exhibits attached hereto, the text of the

Q. Conflict Between the Text and Exhibits: In the event of a conflict in the

Title: Village President

Attest:

By: Brigitte O'Brien  
Name: Brigitte O'Brien  
Title: Village Clerk

Title:

Attest:

By: \_\_\_\_\_  
Name:  
Title:

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 Deputy Village Clerk of said municipal corporation, and person-ally 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 DUPAGE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_, are personally known to me to be the \_\_\_\_\_ Secretary of \_\_\_\_\_ and \_\_\_\_\_

whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_

respectively, and that they appeared before me this day in Person and severally acknowledged that as such \_\_\_\_\_ President and \_\_\_\_\_

Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth, and the said

\_\_\_\_\_, then and there acknowledged that said \_\_\_\_\_ Secretary as custodian of the corporate seal of said Corporation

caused said seal to be affixed to said instrument as said \_\_\_\_\_ Secretary's own

free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, Commission expires \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

EXHIBIT A  
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Parcel 1:

The west 117.0 feet of the east 376.0 feet of the north 233.0 feet of the southwest quarter of the southwest quarter of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

PIN 06-21-111-003

Parcel 2:

The south 10.0 feet of Lot 1 in Havenaga's Plat of Survey of the north 233.0 feet of the east 233.0 feet of the southwest quarter of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat recorded as Document 753858, in DuPage County, Illinois.

PIN 06-21-111-005

Parcel 3:

Lot 1 of Meyers Road Subdivision, being a subdivision of the north 624.27 feet of the east 376.0 feet of the southwest quarter of the northwest quarter of Section 21, Township 39 North, Range 11 East of the Third Principal Meridian, except the north 233.0 feet thereof, according to the plat recorded September 17, 1958 as Document 894969, all in DuPage County, Illinois.

PIN 06-21-111-006

**EXHIBIT B  
LEGAL DESCRIPTION OF CHURCH PROPERTY**

The south 10.0 feet of Lot 1 in Havenga's Plat of Survey of the north 233.0 feet of the east 233.0 feet of the southwest quarter of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat recorded as Document 753858, in DuPage County, Illinois.

PIN 06-21-111-005

and

Lot 1 of Meyers Road Subdivision, being a subdivision of the north 624.27 feet of the east 376.0 feet of the southwest quarter of the northwest quarter of Section 21, Township 39 North, Range 11 East of the Third Principal Meridian, except the north 233.0 feet thereof, according to the plat recorded September 17, 1958 as Document 894969, all in DuPage County, Illinois.

PIN 06-21-111-006

PIN 06-21-111-003

The west 117.0 feet of the east 376.0 feet of the north 233.0 feet of the southwest quarter of the northwest quarter of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

**EXHIBIT C  
LEGAL DESCRIPTION OF VACANT PROPERTY**

**EXHIBIT D**  
**CONVEYANCE CONTRACT**  
Exhibit D will not be attached for recording purposes.



**EXHIBIT E**  
**RELEASE OF BOOSTER STATION EASEMENT**  
**Exhibit E will not be attached for recording purposes**  
**as the original will be recorded separately upon execution.**

**EXHIBIT F**  
**BOOSTER STATION EASEMENT AGREEMENT**  
Exhibit F will not be attached for recording purposes  
as the original will be recorded separately upon execution.

Exhibit G will not be attached for recording purposes  
as the original will be recorded separately upon execution.

**EXHIBIT G  
WATER MAIN EASEMENT AGREEMENT**

**EXHIBIT H  
FELLOWSHIP CHURCH SIGN**

**EXHIBIT I  
TAIWANESE COMMUNITY CHURCH SIGN**

The following are the terms and conditions for the conveyance of the Booster Station Easement Property as legally described in Exhibit L, which is attached hereto and made a part hereof (the "Property"). To the extent that any provisions in this Exhibit D conflict with the provisions in the Annexation Agreement, the provisions in this Exhibit D shall control.

1. **CONVEYANCE:** Owner (referred to herein as "Seller") agrees to convey to the Village (referred to herein as "Buyer") and the Buyer agrees to accept the conveyance from Seller, the fee simple title to the Booster Station Easement Property, for TFN and 00/100 DOLLARS (\$10.00), subject to the following terms as set forth in the Annexation Agreement, which provisions are incorporated herein as if fully set forth:

- A. Paragraph 7, Conveyance of the Fee Simple Title to the Booster Station Easement property; and
- B. Paragraph 8(B), Environmental Assessments of the Easements; and
- C. Paragraph 8(F), Covenants, Representations and Warranties of Seller, which covenants, representations and warranties Owner restates and reaffirms in regard to Owner's sale of the Booster Station Easement Property to the Village; and
- D. Paragraph 20 A, Notices; and
- E. Paragraph 20(F), Conveyance, Dedication and Donation of Real Estate and Certain Personal Property.

2. **BUYER'S OPTION NOT TO ACCEPT CONVEYANCE.** The Buyer shall not be obligated to take title to the Property if, in the Buyer's sole and exclusive judgment, for any reason whatsoever (including, without limitation, information revealed by the Environmental Assessment), it determines that the use or condition of the Property (including the groundwater thereunder), or any part thereof or any adjacent property, poses a health, safety or environmental hazard, or if the Environmental Assessment reveals or if at any time prior to the Closing Date the Buyer otherwise becomes aware of the existence of any environmental condition which may be dangerous and/or unacceptable to the Buyer, or in violation of any environmental law or regulation including, but not limited to, the presence of any Hazardous Material, as said term is defined below. Pursuant to this Paragraph 2, the Buyer shall have the right, in its sole and exclusive judgment, to terminate this transaction and not to accept conveyance of the Property prior to the Closing Date and to declare the this transaction null and void.

3. **TITLE INSURANCE AND SURVEY.** The Buyer agrees to pay for an owners title insurance policy issued through Chicago Title Insurance Company (the "Title Company") for the Property including any extended coverage, if required. Seller agrees

EXHIBIT D

to pay the costs of any title endorsements to insure non-Permitted exceptions. The Buyer agrees to pay for a current dated survey of the Property (the "Survey"), prepared by a surveyor licensed by the State of Illinois, certified to Buyer, Buyer's Attorneys, Seller, Seller's Attorneys and the Title Company and such other parties as Buyer may designate, by the surveyor as being true, accurate and having been prepared in compliance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" adopted by the American Land Title Association and American Congress on Surveying and Mapping in 2005, including the following Table A items: 1, 2, 3, 4, 10, 11(b) and 16. Upon approval of the Survey, the legal description in Exhibit 1 shall be automatically revised to be that of the legal description in the Survey and Title Commitment. At either party's request, any changes to the legal description shall be confirmed in writing signed by both parties.

4. **CLOSING AND CLOSING DOCUMENTS.** The transaction contemplated in this Exhibit D, shall close on a date mutually agreed to by the Parties (the "Closing Date"). On the Closing Date, the obligations of the Buyer and Seller shall be as follows:

A. Seller shall deliver or cause to be delivered to the Buyer:

- (i) an original executed and properly notarized Warranty Deed;
- (ii) an original executed and properly notarized Affidavit of Title, Warranty and Covenant;
- (iii) an original executed and properly notarized Non-Foreign Affidavit;
- (iv) Counterpart originals of Seller's closing statement;
- (v) the original executed and properly notarized Release and Abrogation of the easement, known as the Booster Station and Related Facilities;
- (vi) ALTA Statement and GAP Undertaking; and
- (vii) Such title clearance documentation as may be required by the Title Company, and such other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy insuring the fee simple title to the Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.

B. Buyer shall deliver or cause to be delivered to the Seller:

7. **CONVEYANCE TAXES.** The parties acknowledge that as Buyer is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

B. **Miscellaneous.** All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the parties shall prorate on the best available information. Final readings and final billings for utilities shall be taken as of the Closing Date.

A. **Real Estate Taxes.** General real estate taxes for 2006 and 2007, special assessments and all other public or governmental charges against the Property which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) shall be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known on the Closing Date, the proration will be based on the most recent full year tax bill increased by 115% and shall be conclusive, with no subsequent adjustment.

6. **PRORATIONS.** On the Closing Date, the following adjustments and prorations shall be computed as of the Closing Date and the balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year, with the Seller having the day prior to the Closing Date.

5. **POSSESSION.** Possession of the Property shall be delivered to Buyer on the Closing Date subject to the Permitted Exceptions as defined in the Annexation Agreement, and in the same condition as at the time of the execution of the Annexation Agreement.

C. The parties shall jointly deposit fully executed State of Illinois Transfer Declarations and County Transfer Declarations.

- (i) counterpart originals of Seller's closing statement;
- (ii) ALTA Statement; and
- (iii) such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.



8. **DEFAULT AND CONDITIONS PRECEDENT TO THE CLOSING DATE.** (A) It is a condition precedent to the Closing Date that (i) fee simple title to the Property being shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and being accepted by Buyer; (ii) the covenants, representations and warranties of Seller contained in Paragraph 1(C) hereof and elsewhere in this Exhibit D, being true and accurate on the Closing Date or waived by Buyer in writing on or prior to the Closing Date; and (iii) Seller having performed under this Exhibit D and otherwise having performed all of its covenants and obligations and fulfilled all of the conditions required of it under this Exhibit D on or prior to the Closing Date. If before the Closing Date, Buyer becomes aware of a breach of any of Seller's, representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller on or prior to the Closing Date, Buyer may, at its option (a) elect to enforce the terms hereof by action for specific performance; or (b) attempt to cure such breach or failure by Seller for a period of up to thirty (30) days following the Closing Date, charging Seller for all costs and expenses incurred in doing so and, following such attempt, to either: (c) not accept the conveyance and terminate this transaction, or (d) proceed to accept the conveyance notwithstanding such breach or nonperformance. In all events, Buyer's rights and remedies under this Exhibit D shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity.
- (B) In the event of a default by Buyer, Seller's sole and exclusive right and remedy shall be not to convey the Property to Buyer pursuant to the terms of this Exhibit D. Notwithstanding the foregoing, the parties agree that no default of or by either party shall be deemed to have occurred unless and until notice of any failure by the non-defaulting party has been sent to the defaulting party and the defaulting party has been given a period of ten (10) days from receipt of the notice to cure the default.
9. **BINDING EFFECT.** The terms and provisions of this Exhibit D, shall inure to the benefit of, and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors, and/or successors in interest of any kind whatsoever, of the parties hereto.
10. **BROKERAGE.** Each party hereto hereby represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Exhibit D. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision shall survive the Closing Date.

- C. The terms, provisions, warranties and covenants made in this Exhibit D, shall survive the Closing Date and delivery of the Deed and other instruments of conveyance. This terms and provisions of this Exhibit D shall not be merged with the Deed and other instruments of conveyance.
- B. This Exhibit D provides for the conveyance of Property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Exhibit D, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to the terms and provisions of this Exhibit D and its enforcement, venue shall be in the Circuit Court in the County where the Property is located and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.
- A. Buyer and Seller mutually agree that time is of the essence and every provision of this Exhibit D in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

13. MISCELLANEOUS.

- 12. DISCLOSURE OF INTERESTS. In accordance with Illinois law, 50 ILCS 105/3.1, prior to conveyance of the Property to Buyer, an Owner, authorized trustee, corporate official or managing agent, must submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7 1/2% of the total distributable income of any corporation having any real interest, real or personal, in the Property, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having a greater than 7 1/2% percent interest, real or personal, in the Property. The sworn affidavit shall be substantially similar to the one described in Exhibit 2, attached hereto and made a part hereof.
- 11. RIGHT OF WAIVER. Each and every condition of the Closing Date other than the Buyer's duties on the Closing Date is intended for and is for the sole and exclusive benefit of Buyer. Accordingly, Buyer may at any time and from time to time waive each and any condition on or prior to the Closing Date, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by Buyer shall, unless otherwise herein provided, be in a writing signed by Buyer and delivered to Seller.

but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

D. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Exhibit D.

E. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Property Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said party.

F. The parties warrant and represent that the execution, delivery of, and performance under this Exhibit D is pursuant to authority, validity and duly conferred upon the parties and the signatories hereto.

G. The paragraph headings contained in this Exhibit D are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

H. Whenever used in this Exhibit D, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

I. If the Seller is a Trust, this Exhibit D is executed by the undersigned Trustee not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this this Exhibit D. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Exhibit D is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustee on account of this Exhibit D or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this Exhibit D contained either express or implied, all such personal liability, if any, being expressly waived and released.

14. **TERMINATION OF GRANT OF EASEMENT UPON TRANSFER**. The Grant of Easement between Buyer and Seller, dated \_\_\_\_\_, 2007, shall terminate upon transfer of title of the Property to Buyer under this Agreement and Seller shall provide Buyer with a properly executed Release & Abrogation of the Grant of Easement on the Closing Date, which Buyer shall record.

N. This Exhibit D any attached hereto, if any, are made a part hereof, or required hereby, embody the entire transaction between the Parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Exhibit D of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.

M. If any of the provisions of this Exhibit D, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, thereby, and every other provision of this Exhibit D shall not be affected and enforceable to the fullest extent permitted by law.

L. The Parties shall not record Exhibit D against the Property.

K. In the event either party elects to file any action in order to enforce the terms of this Exhibit D, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

J. In the event the Seller is a Trust as provided above, this Exhibit D shall be signed by the Trustee and also by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Exhibit D is by his/her/their/its signature represents, warrants and covenants with Buyer that he/she/they/it has the authority to enter into this Exhibit D and the obligations set forth herein. All references to the Seller's obligations, warranties and representations shall be interpreted to mean the Beneficiary or Beneficiaries of the Trust.

**EXHIBIT 1  
LEGAL DESCRIPTION OF THE PROPERTY**

That portion of the west 117.0 feet of the east 376.0 feet of the north 233.0 feet of the southwest quarter of the northwest quarter of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois (the "Subject Property"), as follows:

Excluding the Northern 33 feet of the Subject Property which has been reserved for public roadway, commencing at the Point of Beginning ("POB"), 33 feet south of the Northeast corner of the Subject Property and on the Eastern boundary line of the Subject Property, thence West 80 feet parallel to the North boundary line of the Subject Property; thence South 98 feet parallel to the East boundary line of the Subject Property, thence North 80 feet to the POB.

**EXHIBIT 2  
ALL SELLERS MUST SIGN AN AFFIDAVIT THAT IS  
SUBSTANTIALLY SIMILAR TO THE ONE BELOW**

State of Illinois )  
)  
) ss. )  
) County of \_\_\_\_\_ )

**DISCLOSURE AFFIDAVIT**

I, \_\_\_\_\_, (hereinafter referred to as "Affiant") reside at \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, being first duly sworn and having personal knowledge of the matters contained in this Affidavit, swear to the following:

That, I am over the age of eighteen and the (choose one)

owner or

authorized trustee or

corporate official or

managing agent or

of the Real Estate (as defined herein).

That, the Real Estate (as defined in the Booster Station Easement Agreement) being sold to the Purchaser is a portion of that property commonly known as 1420 Meyers Road, and is located in the County of DuPage, Village of Lombard, State of Illinois (herein referred to as the "Real Estate"). The Real Estate has an Assessor's Permanent Index Number of \_\_\_\_\_.

That, I understand that pursuant to 50 ILCS 105/3.1, prior to execution of a real estate purchase agreement between the record fee owner of the Real Estate and Purchaser, Illinois State Law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Purchaser disclosing the identity of every owner and beneficiary having *any* interest, real or personal, in the Real Estate, and every shareholder entitled to receive more than 7 1/2% of the total distributable income of any corporation having any interest, real or personal, in the Real Estate.

As the

owner or

authorized trustee or

corporate official or

managing agent or

of the Real Estate, I declare under oath that (choose one):

The owners or beneficiaries of the trust are:

or

The shareholders with more than 7 1/2% interest are:

or

The corporation is publicly traded and there is no readily known individual having greater than a 7 1/2% interest in the corporation.

This Disclosure Affidavit is made to induce the Purchaser to accept title to the Real Estate in accordance with 50 ILCS 105/3.1.

AFFIANT: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

NOTARY PUBLIC

**EXHIBIT E**  
**RELEASE OF BOOSTER STATION EASEMENT**  
Exhibit E will not be attached for recording purposes  
as the original will be recorded separately upon execution.

Commencing at the Northeast corner of the Subject Property and the Point of Beginning ("Pob"),  
thence West 80 feet to a point on the North boundary line of the Subject Property; thence South 80  
feet parallel to the East boundary line; thence East 80 feet to the East boundary line of Parcel 1;  
thence North 80 feet to the Pob.

That portion of the west 117.0 feet of the east 376.0 feet of the north 233.0 feet of the southwest quarter of the  
northwest quarter of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage  
County, Illinois (the "Subject Property"), as follows:

Easement:

Lot 1 of Meyers Road Subdivision, being a subdivision of the north 624.27 feet of the east 376.0 feet of the  
southwest quarter of the northwest quarter of Section 21, Township 39 North, Range 11 East of the Third Principal  
Meridian, except the north 233.0 feet thereof, according to the plat recorded September 17, 1958 as Document  
894969, all in DuPage County, Illinois. PIN 06-21-111-006

Parcel 3

The south 10.0 feet of Lot 1 in Havenget's Plat of Survey of the north 233.0 feet of the east 233.0 feet of the  
southwest quarter of the northwest quarter of Section 21, Township 39 North, Range 11, East of the Third Principal  
Meridian, according to the plat recorded as Document 753858, in DuPage County, Illinois.  
PIN 06-21-111-005

Parcel 2

The west 117.0 feet of the east 376.0 feet of the north 233.0 feet of the southwest quarter of the northwest quarter of  
Section 21, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois, thence  
excluding the parcel commencing at the Northeast corner of Parcel 1 and the Point of Beginning ("Pob"), thence  
West 80 feet to a point on the North boundary line of Parcel 1; thence South 80 feet parallel to the East boundary  
line; thence East 80 feet to the East boundary line of Parcel 1; thence North 80 feet to the Pob. PIN 06-21-111-003

Parcel 1

For and in consideration of One Dollar (\$1) and other good and valuable consideration in hand paid by the Village  
of Lombard, an Illinois municipal corporation ("Releasee"), to, and the receipt and sufficiency whereof is hereby  
acknowledged by, the Undersigned *Fellowship Formed Church*, ("Releasor"), the Releasor, as its duly authorized  
act, as owner of the property described legally below and commonly known as 1420 Meyers Road, Lombard,  
Illinois 60148, does hereby remise, release, quitclaim, waive, surrender and abrogate in favor of Releasee and its  
successors and assigns, any and all right, title and interest in and to the easement premises (the "Easement")  
described legally below, and as created in a Booster Station Easement Agreement, recorded in DuPage County,  
Illinois on \_\_\_\_\_, 200\_\_\_\_, as Document No. \_\_\_\_\_, forever.

**Release & Abrogation**

[The above space for the County Recorder's Office]

THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING MAIL TO:  
Klein Thorpe & Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, IL 60606  
George A. Wagner, Esq.(#0049-038 dm)



My Commission expires on: \_\_\_\_\_  
Notary Public \_\_\_\_\_

I, the undersigned, being a Notary Public in and for the State and County aforesaid, do hereby state that \_\_\_\_\_, as \_\_\_\_\_ of the Fellowship Reformed Church, a \_\_\_\_\_, and personally known to be \_\_\_\_\_, as \_\_\_\_\_ of said \_\_\_\_\_, and personally known to be \_\_\_\_\_, the same persons whose names and are subscribed to the foregoing Release and Abrogation, appeared before me this date and acknowledged that they and each of them executed said Release and Abrogation in their respective corporate capacities and that execution thereof was a duly authorized act of said corporation, for the uses and purposes therein stated.

STATE OF ILLINOIS )  
) SS.  
COUNTY OF DU PAGE )

\_\_\_\_\_  
Its \_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

Fellowship Reformed Church

Attest By:

WITNESS the hand(s) and seal(s) of Releasor this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**EXHIBIT F**  
**BOOSTER STATION EASEMENT AGREEMENT**  
Exhibit F will not be attached for recording purposes  
as the original will be recorded separately upon execution.

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Grantee, and the Grantee hereby accepts, an exclusive, perpetual easement and right-of-way for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a facility and related appurtenances for increasing water pressure in the Village's water system (hereinafter the "Booster Station") in, on, upon, over, through, across and under a

mutually agree as follows:

NOW, THEREFORE, IN CONSIDERATION OF the foregoing Recitals and other good and valuable consideration, including, but not limited to, the Purchase Price and the benefits to be derived from the Easement Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties

C. The undefined terms herein shall have the same meaning ascribed to such terms as contained in the Annexation Agreement.

B. Grantor is the owner of a tract of land commonly known as 1420 Meyers Roads, situated in the County of DuPage, Village of Lombard, State of Illinois (the "Subject Property") as legally described on EXHIBIT A, attached hereto and made a part hereof.

A. The Parties entered into a certain Annexation Agreement dated \_\_\_\_\_ (the "Annexation Agreement") for the annexation of certain property to the Village of Lombard and the granting of a Booster Station Easement by the Grantor to the Grantee pursuant to the terms of the Annexation Agreement.

**Recitals:**

THIS BOOSTER STATION EASEMENT AGREEMENT (the "EASEMENT AGREEMENT") is made as of the day of \_\_, 2007, by and between the FELLOWSHIP REFORMED CHURCH, a religious not-for-profit organization, whose address is 1420 Meyers Road, Lombard, Illinois (the "Grantor") to the VILLAGE OF LOMBARD, an Illinois municipal corporation whose address is 255 East Wilson Avenue, Lombard, Illinois 60148-3931 (the "Grantee") (Grantor and Grantee are sometimes together, the "Parties").

**BOOSTER STATION EASEMENT AGREEMENT**

THIS INSTRUMENT WAS PREPARED BY:  
Klein Thorpe & Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, IL 60606  
George A. Wagner, Esq. (#0049-038 dm)  
AFTER RECORDING MAIL TO:  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, Illinois 60606-2903  
Attn: Deanna Marie, Senior Paralegal

[The above space for Recorder's Office]

strip of land on the Subject Property as legally described and shown on the Plat of Easement, Exhibit B, attached hereto and by this reference incorporated herein and made a part hereof (the "Permanent Easement Premises");

2. Grantor hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the above-described Permanent Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid Booster Station and activities incidental thereto.

3. The Grantor reserves the right to make any use of the Permanent Easement Premises, whether on, above or below its surface for any lawful purpose except that any use shall not interfere in any manner with the easement and uses by the Village hereby granted and authorized. Grantor agrees not to erect or construct any building or structure, or plant trees within the Permanent Easement Premises.

4. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction of said Booster Station and activities incidental thereto, and after all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.

5. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating said Booster Station and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement are to be at the sole expense of the Village.

6. All right, title and interest in said Booster Station shall remain in the Village, and the Village shall have the obligation and the right to maintain and repair the Booster Station.

7. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns.

8. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. This Agreement may be modified, amended or annulled only by the written agreement of the parties that is executed and delivered by authorized representatives of the parties.

11. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject

matter hereof. The terms "Grantor" and "Grantee" as used herein shall be deemed to include any and all successors, grantees and assigns of such parties and their respective successors, grantees and assigns.

12. That the Lender's Consent, attached hereto as *Exhibit C*, is made a part hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute the same on the day and year first above written.

**GRANTEE:**  
**VILLAGE OF LOMBARD:**

**GRANTOR/OWNER:**  
**THE FELLOWSHIP REFORMED  
CHURCH**

\_\_\_\_\_  
William J. Mueller  
Village President

By: \_\_\_\_\_  
its \_\_\_\_\_

\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

ATTEST: \_\_\_\_\_

Accepted by the Village of Lombard, DuPage  
County, Illinois, this \_\_\_\_ day of \_\_\_\_\_,  
2007.

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

) SS

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 \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_. 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 \_\_\_\_\_ and \_\_\_\_\_ are personally known to me to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary of \_\_\_\_\_ and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ respectively, and that they appeared before me this day in \_\_\_\_\_ Person and severally acknowledged that as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Corporation, for the free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth, and the said \_\_\_\_\_, then and there acknowledged that said \_\_\_\_\_ Secretary as custodian of the corporate seal of said Corporation caused said seal to be affixed to said instrument as said \_\_\_\_\_ Secretary's own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, Commission expires \_\_\_\_\_,  
\_\_\_\_\_, Notary Public

EXHIBIT A  
(Legal Description of the Subject Property)

Parcel 1:

The west 117.0 feet of the east 376.0 feet of the north 233.0 feet of the southwest quarter of the northwest quarter of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

PIN 06-21-111-003

Parcel 2:

The south 10.0 feet of Lot 1 in Havengat's Plat of Survey of the north 233.0 feet of the east 233.0 feet of the southwest quarter of the northwest quarter of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat recorded as Document 753858, in DuPage County, Illinois.

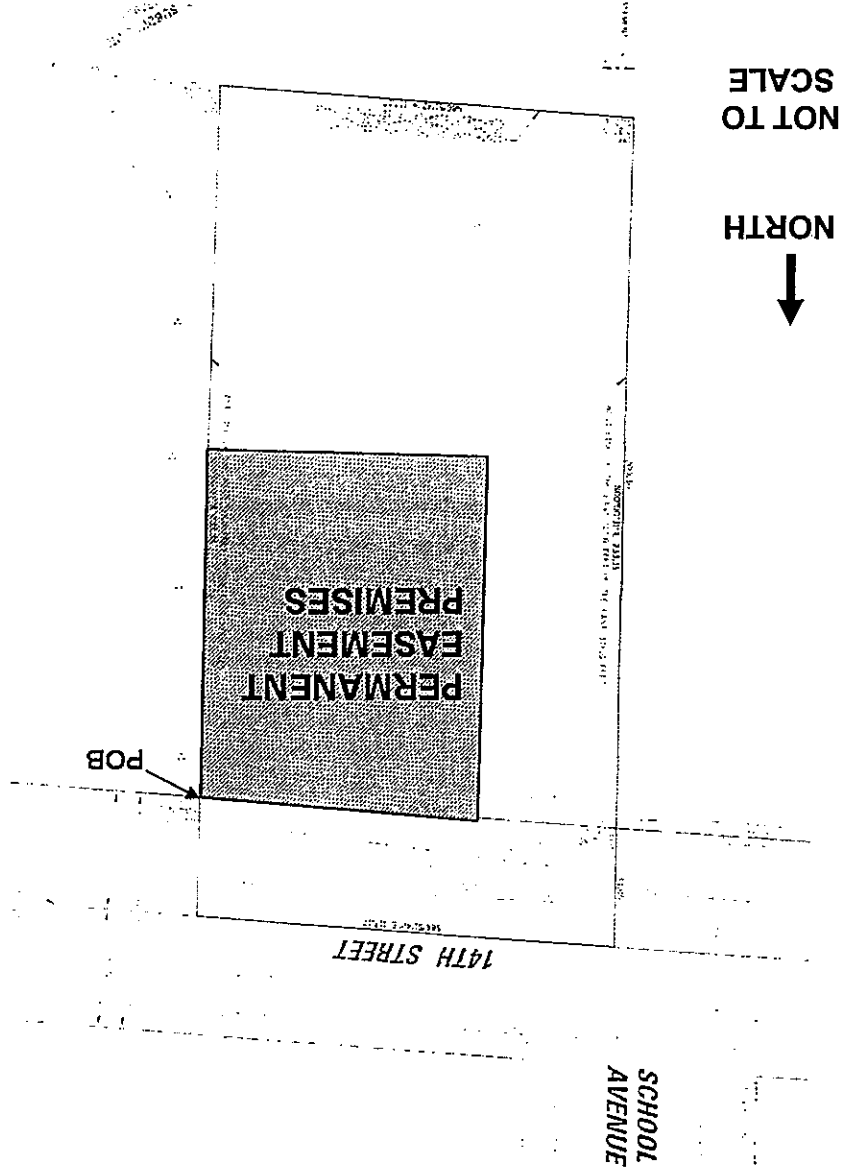
PIN 06-21-111-005

Parcel 3:

Lot 1 of Meyers Road Subdivision, being a subdivision of the north 624.27 feet of the east 376.0 feet of the southwest quarter of the northwest quarter of Section 21, Township 39 North, Range 11 East of the Third Principal Meridian, except the north 233.0 feet thereof, according to the plat recorded September 17, 1958 as Document 894969, all in DuPage County, Illinois.

PIN 06-21-111-006





**EXHIBIT B**  
 (Legal Description of the Permanent Easement Premises)

That portion of the west 117.0 feet of the east 376.0 feet of the north 233.0 feet of the southwest quarter of the northwest quarter of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois (the "Subject Property"), as follows: Excluding the Northern 33 feet of the Subject Property which has been reserved for public roadway, commencing at the Point of Beginning ("POB"), 33 feet south of the Northeast corner of the Subject Property and on the Eastern boundary line of the Subject Property, thence West 80 feet parallel to the North boundary line of the Subject Property; thence South 98 feet parallel to the East boundary line of the Subject Property; thence North 80 feet to the POB, and as cross-hatched and denoted below.

EXHIBIT C

CONSENT, JOINDER AND SUBORDINATION OF LENDER WITH RESPECT TO THE EASEMENT AGREEMENT

("Joinder")

The undersigned, as lender ("Lender") under that certain first mortgage dated \_\_\_\_\_, 20\_\_\_\_, as made by the Grantor hereinbefore named, which first mortgage was recorded on \_\_\_\_\_, \_\_\_\_\_ as Document Number \_\_\_\_\_ in the Recorder of Deeds Office of DuPage County, Illinois (the "First Mortgage"), and the other ancillary documents executed therewith, including but not limited to the promissory note (collectively the "Loan Documents"), for itself and its successors and assigns of its interest under the First Mortgage (i) consents to the execution of the Easement Agreement and (ii) agrees that Lender's interest under the First Mortgage and the First Mortgage itself, and other Loan Documents, is subject and subordinate to all of the terms, covenants and provisions of the Easement Agreement to which this Joinder is attached.

The undersigned has executed this Joinder as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

LENDER:

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
) SS )  
COUNTY OF \_\_\_\_\_ )

The undersigned, a Notary Public in and for said County and State aforesaid, DOES HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_ are the \_\_\_\_\_ of the \_\_\_\_\_ (the "Corporation") and are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Notary Public

Exhibit G will not be attached for recording purposes  
as the original will be recorded separately upon execution.

EXHIBIT G  
WATER MAIN EASEMENT AGREEMENT

THIS INSTRUMENT WAS PREPARED BY:  
Klein Thorpe & Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, IL 60606  
George A. Wagner, Esq. (#0049-265 dm)

AFTER RECORDING RETURN TO:  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, Illinois 60606-2903  
Attn: Deanna Marie, Senior Paralegal

[The above space for Recorder's Office]

## WATER MAIN EASEMENT AGREEMENT

THIS WATER MAIN EASEMENT (the "Easement Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2007, by and between the FELLOWSHIP REFORMED CHURCH, a religious not-for-profit organization, whose address is 1420 Meyers Road, Lombard, Illinois ("Grantor"), to the VILLAGE OF LOMBARD, an Illinois municipal corporation, whose address is 255 East Wilson Avenue, Lombard, Illinois 60148-3931 (the "Grantee") (Grantor and Grantee are sometimes together, the "Parties").

### Recitals:

A. The Parties entered into a certain Annexation Agreement dated \_\_\_\_\_ (the "Annexation Agreement") for the annexation of certain property to the Village of Lombard and the granting of a Water Main Easement by the Grantor to the Grantee pursuant to the terms of the Annexation Agreement.

B. Grantor is the owner of a tract of land commonly known as 1420 Meyers Roads, situated in the County of DuPage, Village of Lombard, State of Illinois (the "Subject Property") as legally described on EXHIBIT A, attached hereto and made a part hereof.

C. The undefined terms herein shall have the same meaning ascribed to such terms as contained in the Annexation Agreement.

NOW, THEREFORE, IN CONSIDERATION of the foregoing, and other good and valuable consideration, including, but not limited to TEN and 00/100 DOLLARS (\$10.00) and the benefits to be derived from the Easement Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Village of Lombard, DuPage County, Illinois, an Illinois municipal corporation, an exclusive perpetual easement and right-of-way for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate an underground water line together with all fire hydrants, and all facilities incidental thereto (hereinafter the "Water Main"), in, on, upon, over, through, across and under a strip of land on the Subject Property as legally described and

shown on the Plat of Easement, *Exhibit B*, attached hereto and by this reference incorporated herein and made a part hereof (the "Permanent Easement Premises").

2. Grantor hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the above-described Permanent Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Easement Agreement and the easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid Water Main and activities incidental thereto.

3. The Grantor reserves the right to make any use of the Permanent Easement Premises, whether on, above or below its surface for any lawful purpose except that any structure or use shall not interfere in any manner with the easement and uses by the Village hereby granted and authorized.

4. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction of said Water Main and activities incidental thereto, and after all subsequent maintenance, alterations and repairs therunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.

5. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating said Water Main and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Easement Agreement are to be at the sole expense of the Village.

6. All right, title and interest in said Water Main shall remain in the Village, and the Village shall have the obligation and the right to maintain and repair the Water Main.

7. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns.

8. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. This Agreement may be modified, amended or annulled only by the written agreement of the parties that is executed and delivered by authorized representatives of the parties.

11. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject

matter hereof. The terms "Grantor" and "Grantee" as used herein shall be deemed to include any and all successors, grantees and assigns of such parties and their respective successors, grantees and assigns.

12. That the Lender's Consent, attached hereto as *Exhibit C*, is made a part hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute the same on the day and year first above written.

**GRANTEE:**  
VILLAGE OF LOMBARD:

**GRANTOR/OWNER:**  
THE FELLOWSHIP REFORMED  
CHURCH

\_\_\_\_\_  
William J. Mueller  
Village President

By: \_\_\_\_\_  
its \_\_\_\_\_

\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

ATTEST: \_\_\_\_\_

Accepted by the Village of Lombard, DuPage  
County, Illinois, this \_\_\_\_ day of \_\_\_\_\_,  
2007.

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

) SS

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 DUPAGE )

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

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



EXHIBIT A  
(Legal Description of the Subject Property)

Parcel 1:

The west 117.0 feet of the east 376.0 feet of the north 233.0 feet of the southwest quarter of the northwest quarter of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

PIN 06-21-111-003

Parcel 2:

The south 10.0 feet of Lot 1 in Havena's Plat of Survey of the north 233.0 feet of the east 233.0 feet of the southwest quarter of the northwest quarter of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat recorded as Document 753858, in DuPage County, Illinois.

PIN 06-21-111-005

Parcel 3:

Lot 1 of Meyers Road Subdivision, being a subdivision of the north 624.27 feet of the east 376.0 feet of the southwest quarter of the northwest quarter of Section 21, Township 39 North, Range 11 East of the Third Principal Meridian, except the north 233.0 feet thereof, according to the plat recorded September 17, 1958 as Document 894969, all in DuPage County, Illinois.

PIN 06-21-111-006

EXHIBIT B  
 (Permanent Easement Premises Legal Description and Drawing)

Commencing at the Southeast corner of that part of Lot 1 of Meyers Road Subdivision, being a subdivision of the North 624.27 feet of the East 376.0 feet of the Southwest Quarter of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian, except the North 233.0 feet thereof, according to the plat recorded September 17, 1958 as Document 894969, and the Point of Beginning of a strip of land 30 feet in width running 391.27 feet (plus or minus) North to the Northern boundary line of said Lot 1 and parallel to the East boundary of said Lot 1; and as crossed-hatched and denoted below as Parcel 1; in DuPage County, IL PIN: 06-21-111-006-0000

Commencing at the Southeast corner of the South 10.0 feet of Lot 1 (less any land for right of way) in Havenaga's Plat of Survey of the North 233.0 feet of the East 233.0 feet of the Southwest Quarter of the Northwest Quarter of Section 21, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat recorded as Document 753858, and the Point of Beginning of a strip of land 30 feet in width running 10 feet (plus or minus) North to the Northern boundary line of said track of land and parallel to the East boundary of said track of land; and as crossed-hatched and denoted below as Parcel 2; in DuPage County, IL PIN: 06-21-111-005-0000

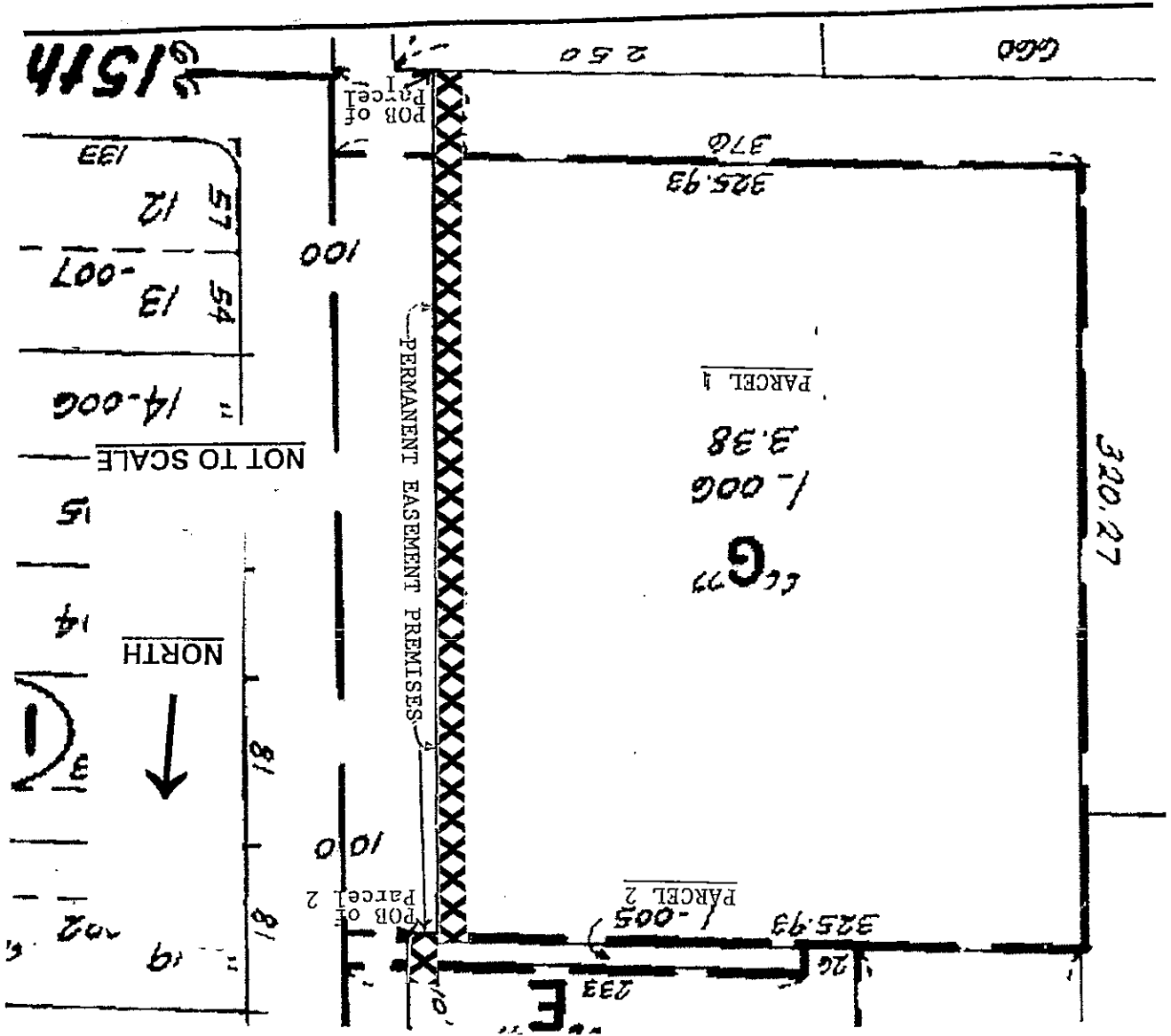


EXHIBIT C

**CONSENT, JOINDER AND SUBORDINATION OF LENDER  
WITH RESPECT TO THE GRANT OF EASEMENT  
("Joinder")**

The undersigned, as lender ("Lender") under that certain first mortgage dated \_\_\_\_\_, 20\_\_\_\_, as made by the Grantor hereinbefore named, which first mortgage was recorded on \_\_\_\_\_, \_\_\_\_\_ as Document Number \_\_\_\_\_ in the Recorder of Deeds Office of DuPage County, Illinois (the "First Mortgage"), and the other ancillary documents executed therewith, including but not limited to the promissory note (collectively the "Loan Documents"), for itself and its successors and assigns of its interest under the First Mortgage (i) consents to the execution of the Grant of Easement and (ii) agrees that Lender's interest under the First Mortgage and the First Mortgage itself, and other Loan Documents, is subject and subordinate to all of the terms, covenants and provisions of the Grant of Easement to which this Joinder is attached.

The undersigned has executed this Joinder as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

LENDER:

By: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )


The undersigned, a Notary Public in and for said County and State aforesaid, DOES HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_ are the \_\_\_\_\_ of the \_\_\_\_\_ and are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

**EXHIBIT H  
FELLOWSHIP CHURCH SIGN**

WORSHIP  
9:30 AM  
EDUCATION HOUR  
10:45 AM



**Fellowship Church**  
Sharing the Fellowship  
WOMEN'S GROUP  
**EXPECT GREAT THINGS  
FROM GOD - ATTEMPT GREAT  
THINGS FOR GOD**

EXHIBIT I  
TAIWANESE COMMUNITY CHURCH SIGN



芝城台灣社區教會  
TAIWANESE COMMUNITY CHURCH  
IN GREATER CHICAGO

EXHIBIT 1