

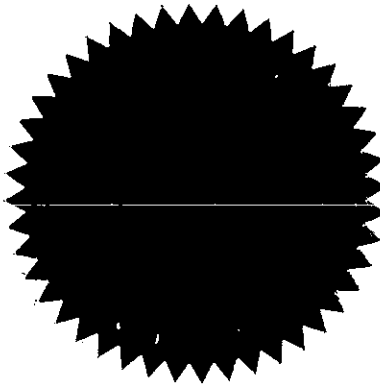
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ORDINANCE _____


PAMPHLET

ORDINANCES AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT
ANNEXING CERTAIN TERRITORY
APPROVING A MAP AMENDMENT (REZONING)
GRANTING A VARIATION, CORNER SIDE YARD SETBACK
AND
GRANTING A CONDITIONAL USE FOR AN AUTOMOBILE REPAIR ESTABLISHMENT

18W520 ROOSEVELT ROAD



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



Brigitte O'Brien
Village Clerk

ORDINANCE NO. 5728

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

(PC 05-24: 18W520 Roosevelt Road)

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

WHEREAS, an application has heretofore been filed requesting approval of a conditional use for an automobile repair establishment on the subject property located within the B4 Corridor Commercial District; and,

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on August 15, 2005 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the conditional use described herein; and,

WHEREAS, the President and Board of Trustees approve and adopt the findings and recommendations of the Plan Commission and incorporate such findings and recommendations herein by reference as if they were fully set forth herein;

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

SECTION 1: That the Ordinance is limited and restricted to the property generally located at 18W470 Roosevelt Road, Lombard, Illinois, and legally described as follows:

Lots 12, 13, 14, 15, 16, 17, and 18 in York Center Subdivision, being a subdivision of part of Section 16, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded January 10, 1927, as Document No. 227804, in DuPage County, Illinois.

Parcel Index Number: 06-16-317-020

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

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

Passed on first reading this 1st day of September, 2005.

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

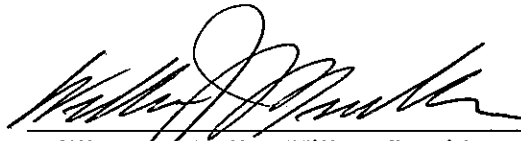
Passed on second reading this 15th day of September, 2005.

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

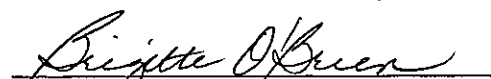
Nays: None

Absent: None

Approved this 15th day of September, 2005.


William J. Mueller, Village President

ATTEST:


Brigitte O'Brien, Village Clerk

ORDINANCE NO. 5727

**AN ORDINANCE GRANTING A VARIATION FROM SECTION 155.415 (F) OF
THE LOMBARD ZONING ORDINANCE TO REDUCE THE MINIMUM
REQUIRED CORNER SIDE YARD SETBACK IN A B4 CORRIDOR
COMMERCIAL DISTRICT**

(PC 05-24: 18W520 Roosevelt Road)

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

WHEREAS, concurrent with a request for annexation into the Village of Lombard, an application has heretofore been filed requesting approval of a variation reducing the minimum corner side yard setback in B4 Corridor Commercial District from thirty (30) feet to nine and 85/100ths (9.85) feet for the Luther Avenue frontage of the Subject Property; and,

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on August 15, 2005 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the annexation and variations described herein; and,

WHEREAS, the President and Board of Trustees approve and adopt the findings and recommendations of the Plan Commission and incorporate such findings and recommendations herein by reference as if they were fully set forth herein;

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

SECTION 1: That a variation reducing the minimum corner side yard setback from thirty (30) feet to nine and 85/100ths (9.85) feet for the Luther Avenue frontage is hereby granted for the Subject Property described in Section 2 below, subject to the conditions set forth in Section 3 below.

SECTION 2: That this ordinance is limited and restricted to the property generally located at 18W520 Roosevelt Road , Lombard, Illinois and legally described as follows:

Lots 12, 13, 14, 15, 16, 17, and 18 in York Center Subdivision, being a subdivision of part of Section 16, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded January 10, 1927, as Document No. 227804, in DuPage County, Illinois.

Parcel Index Number: 06-16-317-020

SECTION 3: The variance set forth in Section 1 above shall be granted subject to compliance with the following conditions:

1. That the owner shall enter into an Annexation Agreement for the property.
2. The requested corner side yard setback variation along Luther Avenue shall be granted to allow the improvements shown on the Land Title Survey, prepared by North Shore Survey, Ltd. and dated January 29, 1995, and made a part of this petition. In the event of the total demolition of the existing improvements located on the property and the redevelopment of the property for the same or different use, such redevelopment, unless otherwise approved by the Village, shall meet the full provisions of the Lombard Zoning Ordinance.

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

Passed on first reading this 1st day of September, 2005.

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

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


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

Nayes: None

Absent: None

Ordinance No. 5727
Re: PC 05-24 Variation
Page 3

Approved this 15th, day of September, 2005.



William J. Mueller, Village President

ATTEST:



Brigitte O'Brien, Village Clerk

ORDINANCE 5726

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

(PC 05-24: 18W520 Roosevelt Road)

(See also Ordinance No.(s)5724, 5725, 5727, 5728)

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

WHEREAS, an application has heretofore been filed requesting a map amendment for the purpose of rezoning the property described in Section 2 hereto from the R1 Single-Family Residence District to the B4 Corridor Commercial District; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on August 15, 2005 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the rezoning described herein; and,

WHEREAS, the President and Board of Trustees approve and adopt the findings and recommendations of the Plan Commission and incorporate such findings and recommendations herein by reference as if they were fully set forth herein;

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

SECTION 1: That Title XV, Chapter 155 of the Code of Lombard, Illinois, otherwise known as the Lombard Zoning Ordinance, be and is hereby amended so as to

rezone the property described in Section 2 hereof from the R-1 Single-Family Residence District to the B4 Corridor Commercial District.

SECTION 2: This ordinance is limited and restricted to the property generally located at 18W520 Roosevelt Road, Lombard, Illinois and legally described as follows:

Lots 12, 13, 14, 15, 16, 17, and 18 in York Center Subdivision, being a subdivision of part of Section 16, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded January 10, 1927, as Document No. 227804, in DuPage County, Illinois.

Parcel Index Number: 06-16-317-020

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

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

Passed on first reading this 1st day of September, 2005.

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

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

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

Nayes: None

Absent: None

Approved this 15th day of September, 2005.

Ordinance No. 5726
Re: PC 05-24 (Map Amendment)
Page 3



William J. Mueller, Village President

ATTEST:



Brigitte O'Brien, Village Clerk

ORDINANCE 5725

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

(PC 05-24: 18W520 Roosevelt Road)

(See also Ordinance No.(s)5724, 5726, 5727, 5728)

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

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

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

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

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

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

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located at 18W520 Roosevelt Road, Lombard, Illinois and legally described as follows:

Lots 12, 13, 14, 15, 16, 17, and 18 in York Center Subdivision, being a subdivision of part of Section 16, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded January 10, 1927, as Document No. 227804, in DuPage County, Illinois.

Parcel Index Number: 06-16-317-020

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

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

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

Passed on first reading this 1st day of September, 2005.

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

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


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

Nays: None

Absent None

Approved this 15th day of September, 2005.

Ordinance No. 5725
Re: PC 05-24 Annexation
Page 3



William J. Mueller, Village President

ATTEST:



Brigitte O'Brien, Village Clerk

ORDINANCE 5724

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

(PC 05-24: 18W520 Roosevelt Road)

See also Ordinance No.(s) 5725, 5726, 5727, 5728)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property located at 18W520 Roosevelt Road, Lombard, Illinois to be entered into; and,

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

WHEREAS, the legal owner of the lot of record, which is the subject of said Agreement, is ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and,

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on September 1, 2005.

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

SECTION 1: That the Village President and Village Clerk be and hereby are authorized to sign and attest to the Agreement attached hereto and marked Exhibit "A", by and between the Village of Lombard; and,

SECTION 2: This ordinance is limited and restricted to the property generally located at 18W520 Roosevelt Road, Lombard, Illinois and legally described as follows:

Lots 12, 13, 14, 15, 16, 17, and 18 in York Center Subdivision, being a subdivision of part of Section 16, Township 39 North, Range 11, East of the Third Principal Meridian,

according to the plat thereof recorded January 10, 1927, as Document No. 227804, in DuPage County, Illinois.

Parcel Index Number: 06-16-317-020

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

Passed on first reading this 1st day of September, 2005.

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


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

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

Nays: None

Absent: None

Approved this 15th, day of September, 2005.


William J. Mueller, Village President

ATTEST:


Brigitte O'Brien, Village Clerk

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into this 15th day of September, 2005, by and between the Village of Lombard, a municipal corporation (“Village”); and Halle-Von Voigtlander, a Michigan general partnership (“Owner”);

WITNESSETH:

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

WHEREAS, the Subject Property is not annexed to the Village or any other municipal corporation; and

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

WHEREAS, Owner is proceeding before the appropriate authorities of the Village to obtain annexation, map amendment, setback variation, and conditional use approvals for the Subject Property substantially consistent with the development concepts hereinafter set forth in this Agreement in order to facilitate the continues use of the Subject Property; and

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

WHEREAS, the Subject Property consists of approximately 1.38 acres of land and there are no electors residing thereon; and

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

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

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

WHEREAS, a public hearing was held on August 15, 2005, for the purpose of considering whether the Subject Property should be rezoned, upon its annexation, from the R-1

Single Family Residence District to the B-4 Corridor Commercial District with a conditional use for the Subject Property for an automobile service establishment and a variation from the applicable ordinances of the Village to decrease the minimum corner side yard setback along Luther Avenue from 30 feet to 9.85 feet, and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") its findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing on this Annexation Agreement ("Agreement") has been held by the Corporate Authorities on the 1st day of September 2005; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the said annexation, zoning and development and for other related matters pursuant to the provisions of Division 15.1 of Article 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, and upon the terms and conditions contained in this Agreement; and

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Agreement, in order to make the same effective, have been held or taken, including all hearings and actions required in connection with amendments to, variations from and classifications under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code - hereinafter referred to as the "Zoning Ordinance") and the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code - hereinafter referred to as the "Subdivision Ordinance"), such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

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

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

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

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

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

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

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

3. **Annexation:** Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, the Village and the Owner shall cause the annexation of the Subject Property to occur pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes.

4. **Zoning:** Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the entire Subject Property from the R1 Single Family Residence District to the B4 Corridor Commercial District under the Zoning Ordinance, with a conditional use for the Subject Property for the operation and maintenance of an automobile service establishment, including, without limitation, the sale, repair and installation of automotive tires and all other automotive parts and accessories and the service thereof and a variation from the applicable ordinances of the Village to decrease the minimum corner side yard setback along Luther Avenue from 30 feet to 9.85 feet. Pursuant to said B4 Corridor Commercial District classification, those permitted and conditional uses listed on EXHIBIT C attached hereto and made a part hereof, together with such other permitted and/or conditional uses from time to time added by the Village under the B4 District, or any district substituted in place of the B4 District, shall be applicable to the Subject Property, provided each conditional use identified in said EXHIBIT C shall only be carried out on the Subject Property pursuant to separate approval thereof by the Village in compliance with the procedures and standards therefor set forth in the Village Zoning Ordinance, unless otherwise approved in this Agreement.

5. **Water and Sanitary Sewer Utilities:** The Subject Property is currently connected to and is served by the Village's water and sanitary sewer service systems. Owner agrees to convey any new and/or existing sanitary sewer and watermain, and all facilities incidental thereto, to the Village by executing such appropriate documents as are necessary to vest title thereto in the Village. Subsequent to the annexation of the Subject Property, the Village, subject to all rules, regulations and ordinances of the Village, will continue to supply sanitary sewer service and water service to the Subject Property, to such capacity and in such amounts as will adequately service the Subject Property under its aforesaid intended usage. The user fees and any other fees and charges from time to time assessed by the Village against the Subject Property with respect to said services shall not exceed those fees and charges uniformly

applied throughout the Village for properties located within the corporate boundaries of the Village.

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

7. **Easements:** Owner shall provide all on-site easements which are necessary or appropriate 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 named a grantee in all said easements along with the applicable utility companies and cable television operator. The location of all existing public improvements is hereby approved by the Village. Any on-site easements required by the Village shall be located adjacent to the perimeter of the Subject Property and shall be consistent with standards for such easements uniformly applied throughout the Village and in compliance with applicable ordinances of the Village.

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

9. **Non-Conforming Uses and Structures:** The Village recognizes the nonconforming nature of the buildings and structures on the Subject Property described in EXHIBIT B attached hereto and made a part hereof. Nothing in this agreement shall be construed so as to grant zoning relief or any other relief from the Lombard Village Code for any existing uses or structures on the Subject Property, other than that noted in Section 4. The Village agrees to recognize any legally permitted and constructed nonconforming buildings or structures on the Subject Property as legal non-conforming. However, any expansion, alteration, reconstruction or repair of any buildings or structures on the Subject Property shall conform with all existing provisions of the Lombard Village Code. For purposes of this Agreement, a legally permitted structure shall be any structure for which a building permit was issued by DuPage County or the Village prior to the effective date of this Agreement. The foregoing notwithstanding, Owner shall not, as a result of the annexation of the Subject Property to the Village, be required to retrofit or otherwise bring any existing building or structure into conformity with the provisions of the Village Code from time to time otherwise applicable to the Subject Property. The corner side yard setback along Luther Avenue is hereby granted a

variation to allow the improvements shown on EXHIBIT B. In the event of the total demolition of the existing improvements located on the property and the redevelopment of the property for the same or different use, such redevelopment, unless otherwise approved by the Village, shall meet the full provisions of the Lombard Zoning Ordinance. EXHIBIT B is a survey of the Subject Property which identifies all of the existing setbacks, separations and parking facilities (“Existing Setback and Parking Standards”).

10. Reasonableness of Fees and Charges: Owner agrees that the connection charges, fees, dedications and easements required by current ordinances of the Village or this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development and/or redevelopment of the Subject Property. The foregoing notwithstanding, the Village agrees that all Village utilities are currently connected to and servicing the Subject Property and that no additional connection charges for sanitary sewer, water or any other existing utility service shall be assessed against the Subject Property as a result of its annexation to the Village. In addition, the Village agrees to pay all fees and charges imposed against the Subject Property as a result of the disconnection of the Subject Property from the York Center Fire Protection District and the transfer of such fire protection to the Village, as provided in paragraph 12 of this Agreement.

11. Dedication of Public Improvements: Following the annexation of the Subject Property to the Village and when Owner has completed required public improvements, if any, in accordance with applicable provisions of the Subdivision Ordinance, as varied by this Agreement, and said public improvements have been inspected and approved by the Village Engineer, the Village shall accept said public improvements subject to the two (2) year maintenance provisions of the Subdivision Ordinance, unless such public improvements have been in place a period of two (2) years or more preceding the date of annexation. Notwithstanding this Section, drainage facilities and detention areas located within the Subject Property shall remain owned by and maintained by the Owner, and any subsequent owner(s). The acceptance of said public improvements by the Village shall not be a condition precedent to the issuance of any building or occupancy permit requested of the County or the Village for the Subject Property. Nothing contained in this paragraph shall be construed to require Owner to construct any new or rehabilitate any existing improvements on the Subject Property as a result of the annexation of the Subject Property to the Village. Owner agrees to dedicate to the Village the existing water main located on the Subject Property, including the loop of such water main, if any.

12. Fire District: By operation of law and in accordance with Illinois Compiled Statutes Chapter 70, Section 705/20, the Subject Property shall, upon its annexation to the Village, be disconnected from the fire protection district in which it is located at no cost to the Owner. The Village agrees to cooperate with the Owner in said disconnection. Owner and/or the successor owner of any lot platted within the Subject Property shall be responsible for the disconnection and the Village shall pay any and all costs and expenses associated therewith,

including, but not limited to, any payments required by 70 ILCS 705/20(e), any legal fees and any litigation costs relative thereto.

13. General Provisions:

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

- (1) If to the Village or
Corporate Authorities:

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

With a copy to:

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

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

(c) Thomas P. Bayer
KLEIN, THORPE AND JENKINS, LTD.

20 N. Wacker Drive
Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

(2) If to Owner:

Halle-Von Voigtlander
Attn: Real Estate Manager
20225 N. Scottsdale Road
Scottsdale, AZ 85255
Phone: (480) 606-6600
Fax: (480) 606-4372

With a copy to:

James Silhasek, Esq.
Discount Tire Co., Inc.
20225 N. Scottsdale Road
Scottsdale, AZ 85255
Phone: (480) 606-5828
Fax: (480) 606-4361

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

B. Continuity of Obligations:

(1) This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, grantees, lessees, and upon any successor municipal authorities of the Village and successor municipalities. Upon the conveyance of any of Owner's interest in any portion of the Subject Property or its rights and obligations under this Agreement to a third party ("Transferee"), the rights and obligations of Owner pertaining to such portion of the Subject Property or rights and obligations hereunder, shall be deemed assigned to and assumed by such Transferee, and Owner shall thereupon be released and discharged by the Village from any further obligation pertaining to such identified rights and duties. Subject to the provisions of subsection 3 of this Section 15B, the Transferee shall thereupon be entitled to exercise all rights and authorities

and shall perform all duties and obligations of Owner pertaining to such portion of the Subject Property.

(2) In the event of any sale or conveyance by Owner of the Subject Property or any portion thereof, Owner shall notify the Village in writing, within ten (10) working days after the closing of such sale or conveyance, of any and all Transferees to all or any portion of the Subject Property. Such written notice shall include identification of the name(s) of such Transferee(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance of real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this section 15B.

(3) Upon the condition that the requirements of this section 15B have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner's Transferees, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality. In the event that the requirements of this section 15B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner's Transferees until such time as Owner has given the Village the notice required by this section 15B.

- C. Court Contest: In the event the annexation of the Subject Property, the classification of the Subject Property for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period provided in section 15R below.
- D. Remedies: The Village and Owner, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to any party to such default, the party seeking to enforce said provision shall have the right of specific performance and if said party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.

- E. Conveyances: Nothing contained in this Agreement shall be construed to restrict or limit the right of Owner to sell or convey all or any portion of the Subject Property, whether improved or unimproved, except as otherwise specifically set forth herein.
- F. Survival of Representations: Each of the parties agrees that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.
- G. Captions and Paragraph Headings: The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- H. Reimbursement of Village for Legal and Other Fees and Expenses:
- (1) In the event that any third party or parties institute any legal proceedings against Owner and/or the Village, which relate to the terms of this Agreement, then, in that event, Owner, on notice from the Village shall assume, fully and vigorously, the entire defense of such lawsuit at the Village's expense; provided, however:
 - (a) Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
 - (b) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between the Village, Owner, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel.
 - (2) In the event either party institutes legal proceedings against the other party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the non-prevailing party all expenses of such legal proceedings incurred by the prevailing party, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the prevailing party in connection therewith (and any appeal thereof). The non-prevailing party may, in its sole discretion, appeal any

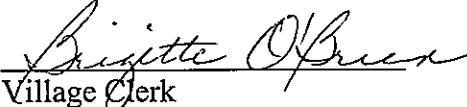
such judgment rendered in favor of the prevailing party against the non-prevailing party.

- I. No Waiver or Relinquishment of Right to Enforce Agreement: Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- J. Village Approval or Direction: Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.
- K. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the Village at no expense to the Owner.
- L. Authorization to Execute: The managing partner executing this Agreement warrant that they have been lawfully authorized by Owner's Board of Directors to execute this Agreement on behalf of said Owner. The President and Deputy Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and Village shall deliver to each other upon request copies of all bylaws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.
- M. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.
- N. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

- O. Conflict Between the Text and Exhibits: In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of this Agreement shall control and govern.
- P. Definition of Village: When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.
- Q. Execution of Agreement: This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.
- R. Term of Agreement: This Agreement shall be in full force and effect for a term of twenty (20) years from and after the date of execution of this Agreement.
- S. Venue: The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

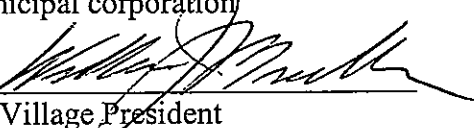
IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the day and year first above written.

ATTEST:


Village Clerk

VILLAGE:

VILLAGE OF LOMBARD, an Illinois
municipal corporation

By: 
Village President

DATED: September 15, 2005

OWNER:

HALLE-VON VOIGTLANDER, a
Michigan general partnership

ATTEST:

Title: _____
DATED: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

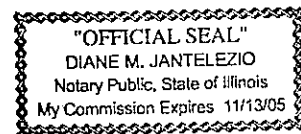
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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 Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of September, 2005.

Commission expires 11-13, 2005.

Diane M. Jantelezio
Notary Public



STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ is personally known to me to be a partner/agent of HALLE-VON VOIGTLANDER, a Michigan general partnership, and also personally known to me to be the same person whose name is subscribed to the foregoing instrument as such partner/agent for HALLE-VON VOIGTLANDER, a Michigan general partnership, and that he/she appeared before me this day in person and severally acknowledged that as such partner/agent he/she signed and delivered the said instrument, consenting to its recordation, pursuant to authority given by HALLE-VON VOIGTLANDER, a Michigan general partnership, as his/her free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2005.

Commission expires _____, _____.

Notary Public

SCHEDULE OF EXHIBITS

- EXHIBIT A: Legal Description of Subject Property
- EXHIBIT B: Land Title Survey of Subject Property
- EXHIBIT C: Permitted and Conditional Uses under the B4 Corridor Commercial District

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOTS 12, 13, 14, 15, 16, 17, AND 18 IN YORK CENTER SUBDIVISION,
BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 39
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 1927,
AS DOCUMENT NO. 227804, IN DUPAGE COUNTY, ILLINOIS.

PARCEL INDEX NUMBER: 06-16-317-020

EXHIBIT B

LAND TITLE SURVEY OF SUBJECT PROPERTY

EXHIBIT C

PERMITTED AND CONDITIONAL USES
UNDER THE B4 CORRIDOR COMMERCIAL DISTRICT

I. Permitted Uses:

1. Amusement establishments, indoor only, including: bowling alleys, pool halls, gyms, and skating rinks
2. Antique shops
3. Art and school supply stores
4. Art shops or galleries, but not including auction rooms
5. Automobile accessory stores
6. Bakeries
7. Banks and financial institutions
8. Barber shops
9. Beauty shops
10. Bicycle sales
11. Book and stationery stores
12. Business machine sales
13. Camera and photographic supply stores
14. Candy and ice cream stores
15. Carpet and rug stores, retail sales only
16. China and glassware stores
17. Closet and storage organizer stores
18. Clothiers pressing establishments
19. Coin and philatelic stores
20. Commercial greenhouses and nurseries
21. Computer hardware and software sales and service
22. Custom dressmaker
23. Department stores
24. Drug stores
25. Dry cleaning establishments for the cleaning and pressing of dry goods, as follows:
 - a) Receiving stations, processing to be done elsewhere
 - b) Dry cleaning establishments, including processing, provided that all of the following requirements are met:
 - 1) That the dry cleaning use shall be a service retail use and shall not consist of the processing of garments from other dry cleaning establishments.
 - 2) That no more than one (1) dry cleaning machine is permitted.
 - 3) That the dry cleaning process shall only use solvents approved by the Fire Department.

- 4) That all activities associated with the dry cleaning establishment shall be operated per the Illinois Environmental Protection Agency regulations.
16. Dry goods stores
17. Dwelling units, located above the first floor, provided: at least fifty percent (50%) of the square footage of the Building Footprint on the Ground Floor is devoted to uses permitted (Permitted uses and/or approved Conditional uses) in this district, other than uses referenced in Section 155.412(B)(40), 155.412(C)(2), and 155.412(C)(8).
18. Electrical and household appliance stores, including radio and television sales
19. Electrical showrooms and shops
20. Financial Institutions
21. Flower shops
22. Food stores, grocery stores, meat markets and delicatessens including carry-out and delivery
23. Funeral homes
24. Furniture re-conditioning
25. Furniture stores, including upholstering when conducted as part of the retail operations and secondary to the principal use
26. Furrier shops
27. Garden supply, tool, and seed stores
28. Gift shops
29. Hardware stores
30. Health services, gymnasiums, and weight reduction services
31. Hobby shops, for retail sales of items to be assembled or used away from the premises
32. Home improvement stores
33. Hotels and motels
34. Interior decorating shops, including upholstering and making of draperies, slip covers, and other similar articles, when conducted as part of the retail operations and secondary to the principal use
35. Jewelry stores, including watch repair
36. Laboratories; medical, dental, research, and testing
37. Launderettes, automatic, self-service only or hand laundries
38. Laundries
39. Learning Centers, with no outdoor component
40. Leather goods and luggage stores
41. Liquor stores, packaged goods
42. Locksmith shops
43. Mail order, catalog store
44. Medical Supply Stores
45. Musical instrument sales

46. Offices—business or professional
47. Office supply stores
48. Outpatient Medical and Dental Offices and Clinics
49. Paint, glass, and wallpaper stores
50. Parking lots and structures
51. Pawn shops
52. Pet Grooming Services (not including animal hospitals or overnight visits)
53. Pet shops
54. Phonograph record and sheet music stores
55. Photography studios, including the developing of film and pictures when conducted as part of the retail business on the premises
56. Picture framing, when conducted for retail trade on the premises only
57. Plumbing showrooms and shops, including hot tubs, spas, and supplies
58. Post office
59. Printing and duplicating services
60. Repair, rental, and servicing of any article the sale of which is a permitted use in the district
61. Restaurants, not including entertainment and dancing
62. Secondhand stores and rummage shops
63. Sewing machine sales and service-household appliances only
64. Shoe and clothing repair stores
65. Shoe stores
66. Silk screening services
67. Sign Printers
68. Sporting goods stores
69. Tailor shops
70. Tanning Salon
71. Theater, indoor
72. Ticket agencies, amusement
73. Tobacco shops
74. Toy shops
75. Travel bureaus and transportation ticket offices
76. Wearing apparel shops
77. Variety shops
78. Video tapes, sale and rental of, electronic game cartridges and similar items
79. Accessory uses and buildings, incidental to and on the same zoning lot as the permitted use, which are constructed and operated in conformance with Section 155.210 of the Lombard Zoning Ordinance

II. Conditional Uses:

1. Amusement establishments, outdoor, including: archery ranges, shooting galleries, miniature golf facilities, and other similar outdoor amusement facilities

2. Amusement parks, including: permanent carnivals, kiddie parks, golf driving ranges, pitch and putt, miniature golf course, and other similar outdoor amusement facilities
3. Animal hospitals and kennels
4. Automobile repair
5. Automobile service
6. Boat showrooms, sales and repairs
7. Building material and products sales and storage
8. Contractor construction offices, shops, and yards
9. Drive-through and drive-in establishments/services
10. Gasoline sales
11. Machinery sales
12. Mobile homes sales
13. Model homes and garage displays
14. Motor vehicle sales
15. Off-site parking, in conformance with Section 155.602(A)(3)(b) of this Ordinance
16. Outside display and sales of products the sale of which is a permitted or conditional use in this district
17. Outside service areas for other permitted or conditional uses in this district
18. Physical culture, health services, gymnasiums, weight reduction services, and massage establishments (as defined and regulated by Chapter 12, Section 122 of the Code of Ordinances)
19. Planned developments in conformance with Section 155.500 of this Ordinance
20. Psychics, ESP Readers, and fortune tellers
21. Public utility and service uses
22. Restaurants, including entertainment, dancing, and/or amusement devices
23. Stadiums, auditoriums, and arenas - open or enclosed
24. Theaters, drive-in
25. Trailer and camper trailer sales and rental for use with private passenger motor vehicles
26. Accessory uses and buildings, incidental to and on the same zoning lot as the conditional use, which are constructed and operated in conformance with Section 155.210 of this Ordinance

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