

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


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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE: April 12, 2017 (B of T) Date: April 20, 2017

TITLE: Intergovernmental Agreement between the Villages of Lombard and Glen Ellyn Relative to the Glenbard Wastewater Bemis Road Treatment Plant Facility

SUBMITTED BY: Department of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

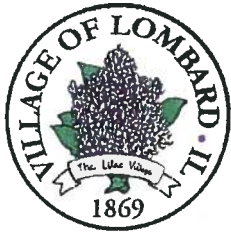
The Department of Community Development transmits for your consideration an Intergovernmental Agreement between the Villages of Lombard and Glen Ellyn in relation to the disconnection of the property at 21W551 Bemis Road by Lombard and subsequent annexation by Glen Ellyn.

Staff recommends approval of this request.

Fiscal Impact/Funding Source:


Review (as necessary):
Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____

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



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: William J. Heniff, AICP, Director of Community Development 

MEETING DATE: April 20, 2017

SUBJECT: **INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF LOMBARD AND GLEN ELLYN RELATIVE TO THE GLENBARD WASTEWATER BEMIS ROAD TREATMENT PLANT FACILITY**

The existing Glenbard Wastewater Authority (GWA) Facility at 21W551 Bemis Road property is owned by the Village of Glen Ellyn but within the corporate limits of the Village of Lombard. Per a general agreement by the two municipalities, having the property designated to generally be in one single municipality would be more efficient for future GWA activities. In 2015 the Village Boards of Glen Ellyn and Lombard approved a First Amendment to a Boundary Line Agreement between the municipalities. With Glen Ellyn having established geographical contiguity to the property, they initiated discussions to develop an intergovernmental agreement (IGA) that would provide for the disconnection of most of the GWA facility, with the property subsequently being annex into Glen Ellyn. (The eastern portion of the GWA site must remain within Lombard in order to maintain contiguity to the Western Acres Golf Course property.)

Attached is the final draft version of the IGA that has been prepared by the municipal staffs and Counsel. This IGA also sets forth future obligations to be undertaken by the respective jurisdictions, consistent with State Statutes.

Key points of the IGA are:

1. Lombard will disconnect (de-annex) all of the GWA properties located west of the previously established boundary line, as graphically depicted and described in the IGA as Exhibit A.
2. Glen Ellyn will annex the aforementioned property as well as a remnant strip of land that connects to Route 53 as graphically depicted and described in the IGA as Exhibit C.

3. Lombard will complete building permit inspections for all open permits on the property, with Lombard providing Glen Ellyn with documentation and an approval notice upon completion of the open projects.
4. Each community pays its share of costs associated with the agreement (attorney review, platting, legal description work, etc.).

The Glen Ellyn Village Board unanimously approved the IGA at its April 10, 2017 Village Board meeting. Assuming Lombard's approval of the IGA, the disconnection petition and ordinance will be placed on the May 4, 2017 Lombard Village Board agenda for consideration and approval.

ACTION REQUESTED

Please place this item on the April 20, 2017 Village Board agenda for consideration and approval. Staff recommends approval of the Intergovernmental Agreement between the Villages of Lombard and Glen Ellyn in Relation to the Disconnection of the property at 21W551 Bemis Road by Lombard and Subsequent Annexation by Glen Ellyn.

RESOLUTION

R___17

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGES OF LOMBARD AND GLEN ELLYN**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement, as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement;

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

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this ____ day of _____, 2017.

Ayes: _____

Nays: _____

Absent: _____

Approved this ____ day of _____, 2017.

Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

EXHIBIT "A"

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGES OF LOMBARD AND GLEN ELLYN,
IN REGARD TO THE GLENBARD WASTEWATER AUTHORITY
BEMIS ROAD FACILITY, AND THE ANNEXATION
OF A PORTION THEREOF BY THE VILLAGE OF GLEN ELLYN**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into this ____ day of _____, 2017 (hereinafter referred to as the "Effective Date") by and between the VILLAGE OF LOMBARD, an Illinois municipal corporation (hereinafter referred to as "LOMBARD") and the VILLAGE OF GLEN ELLYN, an Illinois municipal corporation (hereinafter referred to as "GLEN ELLYN"). LOMBARD and GLEN ELLYN are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Glenbard Wastewater Authority Bemis Road Facility (hereinafter referred to as the "BEMIS ROAD FACILITY") is a public wastewater treatment facility jointly owned and operated by the Parties, pursuant to an intergovernmental agreement between the Parties; and

WHEREAS, the portion of the BEMIS ROAD FACILITY, as legally described in EXHIBIT A attached hereto and made part hereof (hereinafter referred to as the "SUBJECT PROPERTY"), is currently located within the corporate limits of LOMBARD; and

WHEREAS, GLEN ELLYN is the legal owner of record of the SUBJECT PROPERTY; and

WHEREAS, the SUBJECT PROPERTY is located West of the West line of an established ultimate municipal boundary line between the Parties, as recorded on November 5, 2015, with DuPage County Recorder's Office as document number R2015-122243 (hereinafter referred to as the "BOUNDARY LINE AGREEMENT"), which means that, pursuant to the BOUNDARY LINE AGREEMENT, the SUBJECT PROPERTY is ultimately intended to be located within GLEN ELLYN'S corporate limits; and

WHEREAS, the SUBJECT PROPERTY is contiguous to the corporate limits of GLEN ELLYN; and

WHEREAS, GLEN ELLYN and LOMBARD have determined that it is in their respective best interests to disconnect the SUBJECT PROPERTY from LOMBARD and annex the SUBJECT PROPERTY into GLEN ELLYN; and

WHEREAS, LOMBARD has issued building permits for construction work relative to that portion of the BEMIS ROAD FACILITY located on the SUBJECT PROPERTY (hereinafter referred to as the “WORK”); and

WHEREAS, as the WORK is not complete, the Parties desire to provide for the orderly completion of the WORK, notwithstanding the disconnection of the SUBJECT PROPERTY from LOMBARD and the annexation of the SUBJECT PROPERTY to GLEN ELLYN; and

WHEREAS, the Parties are in agreement with the terms and conditions pertaining to the completion of the WORK, as more fully set forth below; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide the authority for this Agreement; and

WHEREAS, it is in the best interests of the Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **LOMBARD OBLIGATIONS.** Subject to all required actions under this Agreement occurring in the order as set forth in Section 4 below, LOMBARD agrees to take the following actions:
 - A. Approve an ordinance consenting to the disconnection of the SUBJECT

PROPERTY, and any dedicated right-of-way adjacent thereto, from LOMBARD, pursuant to 65 ILCS 5/7-1-24 (hereinafter referred to as the “DISCONNECTION ORDINANCE”);

- B. Provide GLEN ELLYN with photocopies of all open permits issued by LOMBARD relative to the WORK (hereinafter referred to as the “WORK DOCUMENTATION”);
- C. Continue to perform inspections relative to the WORK, based upon the building permits for the WORK, and, if appropriate, approve said WORK based upon the terms and conditions of the previously issued building permits by LOMBARD (hereinafter referred to as the “INSPECTIONS AND APPROVALS”); and
- D. Upon final approval of the WORK by LOMBARD, provide written notice to GLEN ELLYN that the WORK has been completed in accordance with all applicable LOMBARD codes, ordinances and regulations (hereinafter the “WORK COMPLETION NOTICE”).

3. **GLEN ELLYN OBLIGATIONS.** Subject to all required actions under this Agreement occurring in the order as set forth in Section 4 below, GLEN ELLYN agrees to take the following actions:

- A. File a Petition for Disconnection with LOMBARD, in substantially the form attached hereto as EXHIBIT B and made part hereof; requesting that the SUBJECT PROPERTY, and any dedicated right-of-way adjacent thereto, be disconnected from LOMBARD pursuant to 65 ILCS 5/7-1-24 (hereinafter referred to as the “DISCONNECTION PETITION”);
- B. Prepare a plat of annexation for the SUBJECT PROPERTY, and any dedicated right-of-way adjacent thereto, (hereinafter referred to as the “ANNEXATION I PLAT”);
- C. Prepare a plat of annexation for the additional property owned by GLEN ELLYN (hereinafter referred to as the “ANNEXATION II PLAT”), as legally described and depicted on EXHIBIT C attached hereto and made part hereof (hereinafter referred to as the “ADDITIONAL PROPERTY”), and any dedicated right-of-way adjacent thereto, which is adjacent to and contiguous with the SUBJECT PROPERTY;
- D. Adopt an Ordinance annexing the SUBJECT PROPERTY, and any dedicated right-of-way adjacent thereto, pursuant to 65 ILCS 5/7-1-24 (hereinafter referred to as the “ANNEXATION I ORDINANCE”);
- E. Adopt an Ordinance annexing the ADDITIONAL PROPERTY pursuant to 65 ILCS 5/7-1-8 (hereinafter referred to as the “ANNEXATION II ORDINANCE”); and

F. Allow the WORK to be completed in accordance with the LOMBARD approved plans and building permits, and to be subject to the inspection and approval of LOMBARD.

4. **TIME SCHEDULE.** The various actions to be taken by the Parties hereunder shall occur in the following order:

- A. GLEN ELLYN shall file the DISCONNECTION PETITION with LOMBARD, pursuant to 65 ILCS 5/7-1-24.
- B. LOMBARD shall approve the DISCONNECTION ORDINANCE, pursuant to 65 ILCS 5/7-1-24.
- C. GLEN ELLYN shall prepare the ANNEXATION I PLAT and the ANNEXATION II PLAT.
- D. GLEN ELLYN shall approve the ANNEXATION I ORDINANCE pursuant to 65 ILCS 5/7-1-24.
- E. GLEN ELLYN shall approve the ANNEXATION II ORDINANCE, pursuant to 65 ILCS 5/7-1-8.
- F. LOMBARD will provide the WORK DOCUMENTATION to GLEN ELLYN.
- G. LOMBARD will continue to inspect the WORK.
- H. LOMBARD will issue the WORK COMPLETION NOTICE to GLEN ELLYN when the WORK is complete.

Except as extended as a result of Section 5.E. below, the actions set forth above, except those set forth in subsections G and H above, shall be completed within three (3) months of the date of this Agreement. The Parties shall proceed in an expeditious manner, relative to the actions set forth above, so that said three (3) months deadline can be met.

5. **GENERAL CONDITIONS/REQUIREMENTS.**

- A. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party.
- B. Any costs associated with any attorney preparation and/or review of this Agreement, as authorized by a Party, shall be paid for by the Party so authorizing same.
- C. GLEN ELLYN shall reimburse LOMBARD for fifty percent (50%) of the costs borne by LOMBARD in regard to the preparation of the legal descriptions set forth

in EXHIBIT A and EXHIBIT C to this Agreement.

- D. The failure of either Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, 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.
- E. If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.

6. **NOTICES.** Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to LOMBARD:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

B. If to GLEN ELLYN:

Village Manager
Village of Glen Ellyn
535 Duane St.
Glen Ellyn, Illinois 60137

or to such other address, or additional individuals/entities, as either Party may from time to time designate in a written notice to the other Party.

7. **COUNTERPARTS.** This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto

relating to the subject matter of this Agreement which are not fully expressed herein.

9. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below, which date shall be inserted on page one of this Agreement as the Effective Date.

IN WITNESS WHEREOF: LOMBARD, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and GLEN ELLYN, pursuant to the authority granted by the adoption of a Resolution by its Board of Trustees, has caused this instrument to be signed by its President and attested by its Clerk.

VILLAGE OF LOMBARD

VILLAGE OF GLEN ELLYN

By: _____
Keith T. Giagnorio
Village President

By: _____
Alexander W. Demos
Village President

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Sharon Kuderna, Village Clerk

Catherine Galvin, Village Clerk

Dated: _____

Dated: _____

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 Keith T. Giagnorio and Sharon Kuderna, personally known to me to be the Village President and Village Clerk the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2017.

Notary Public

My Commission Expires: _____

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 Alexander W. Demos and Catherine Galvin, personally known to me to be the President and Clerk of the Village of Glen Ellyn, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Clerk, respectively, appeared before me this day in person and severally acknowledged that as such President and Clerk they signed and delivered the signed instrument, pursuant to authority given by said Village of Glen Ellyn, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Glen Ellyn, for the uses and purposes therein set forth, and that said Clerk, as custodian of the corporate seal of said Village of Glen Ellyn, caused said seal to be affixed to said instrument as said Clerk's own free and voluntary act and as the free and voluntary act of said Village of Glen Ellyn, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

EXHIBIT A

**Legal Description and Depiction
of the SUBJECT PROPERTY**

(Depiction to be attached)

LEGAL DESCRIPTION FOR P.I.N. 05-24-302-017 (PT.)
THE SOUTH 600.0 FEET (AS MEASURED AT RIGHT ANGLES THERETO) LYING EAST OF THE EAST LINE OF LOT 22 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS SUBDIVISION TOGETHER WITH THAT PART OF THE SOUTHWEST 1/4 LYING SOUTH OF LOTS 20, 21 AND 22 IN SAID FRED'K H. BARTLETT'S SUNNYSIDE FARMS SUBDIVISION AND ALSO THE 30.0 FOOT STRIP OF LAND LYING SOUTH OF LOTS 10 THROUGH 25 IN GLEN CREST SUBDIVISION, ALL IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WESTERLY OF THE CENTER OF THE THREAD OF THE STREAM OF THE EAST BRANCH OF THE DUPAGE RIVER AND SOUTH OF THE SOUTH LINE OF LOT 56 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS FIRST ADDITION RECORDED AS DOCUMENT NUMBER 431194, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION FOR P.I.N. NUMBERS 05-24-301-007, 008 & 009
LOTS 20, 21 AND 22 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION FOR P.I.N. NUMBER 05-24-302-019
LOT 67 (EXCEPT THE NORTH 62 FEET OF THE WEST 133 FEET THEREOF) AND LOTS 20, 21 AND 22 IN F. H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Exhibit A

Bemis Road Facility



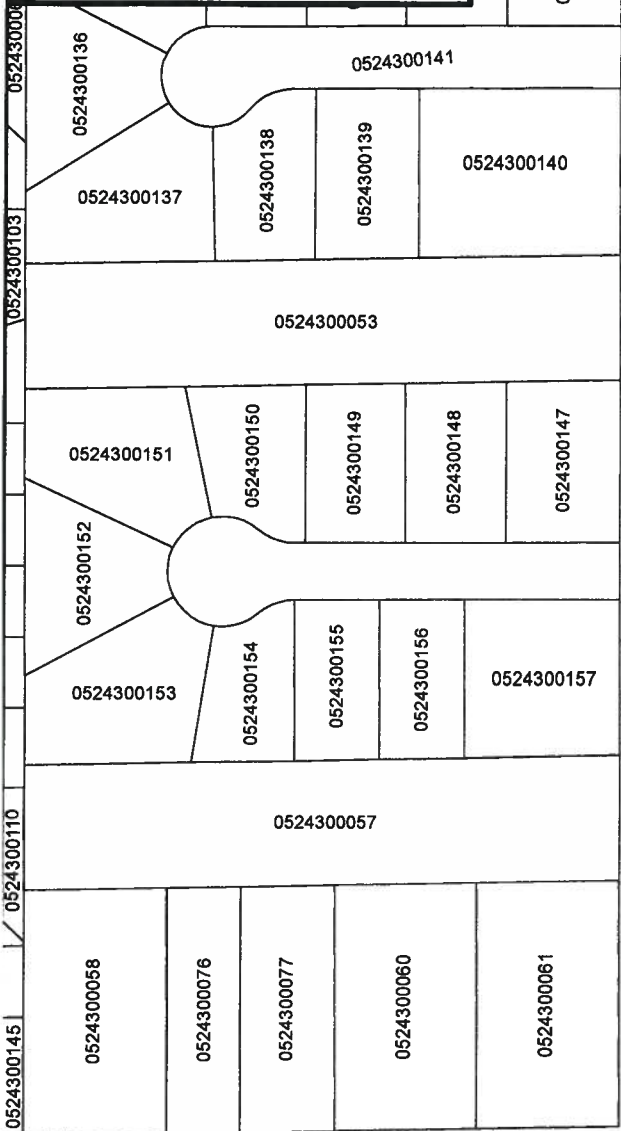
Bemis Road Facility



NOT TO SCALE

1-27-2017

0524300131



SUNNYBROOK RD

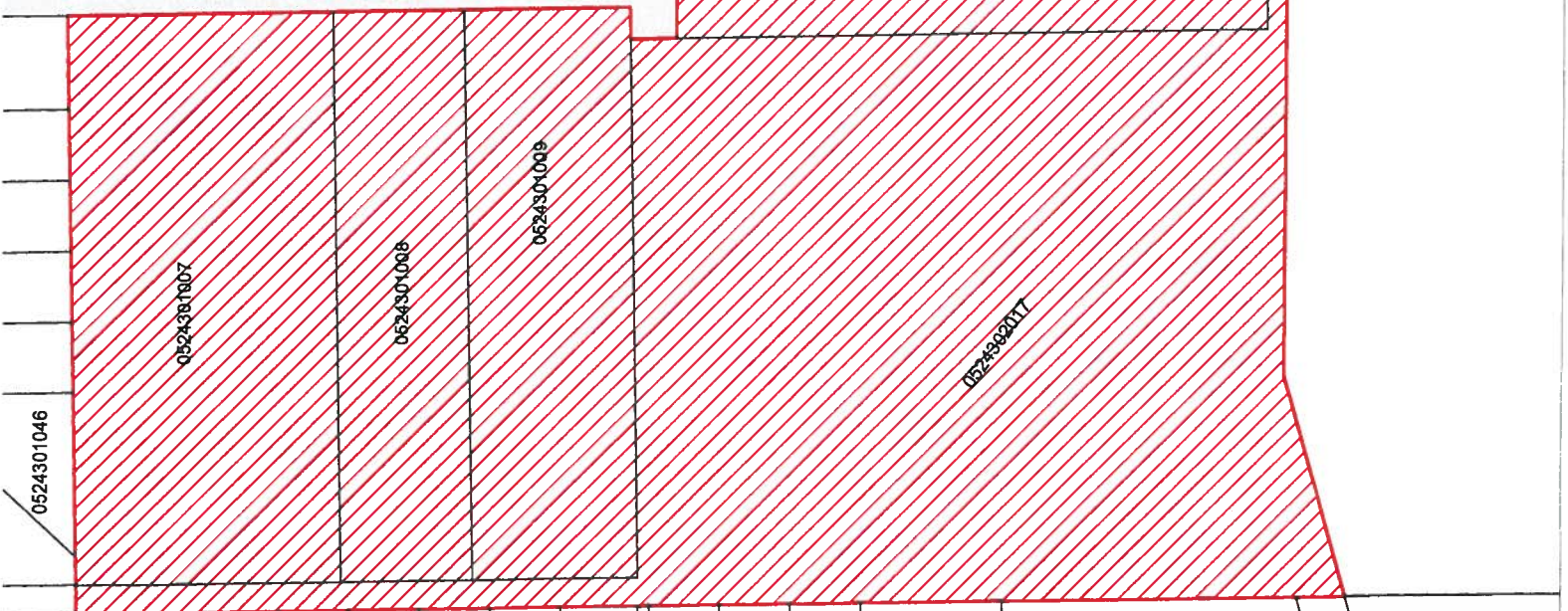
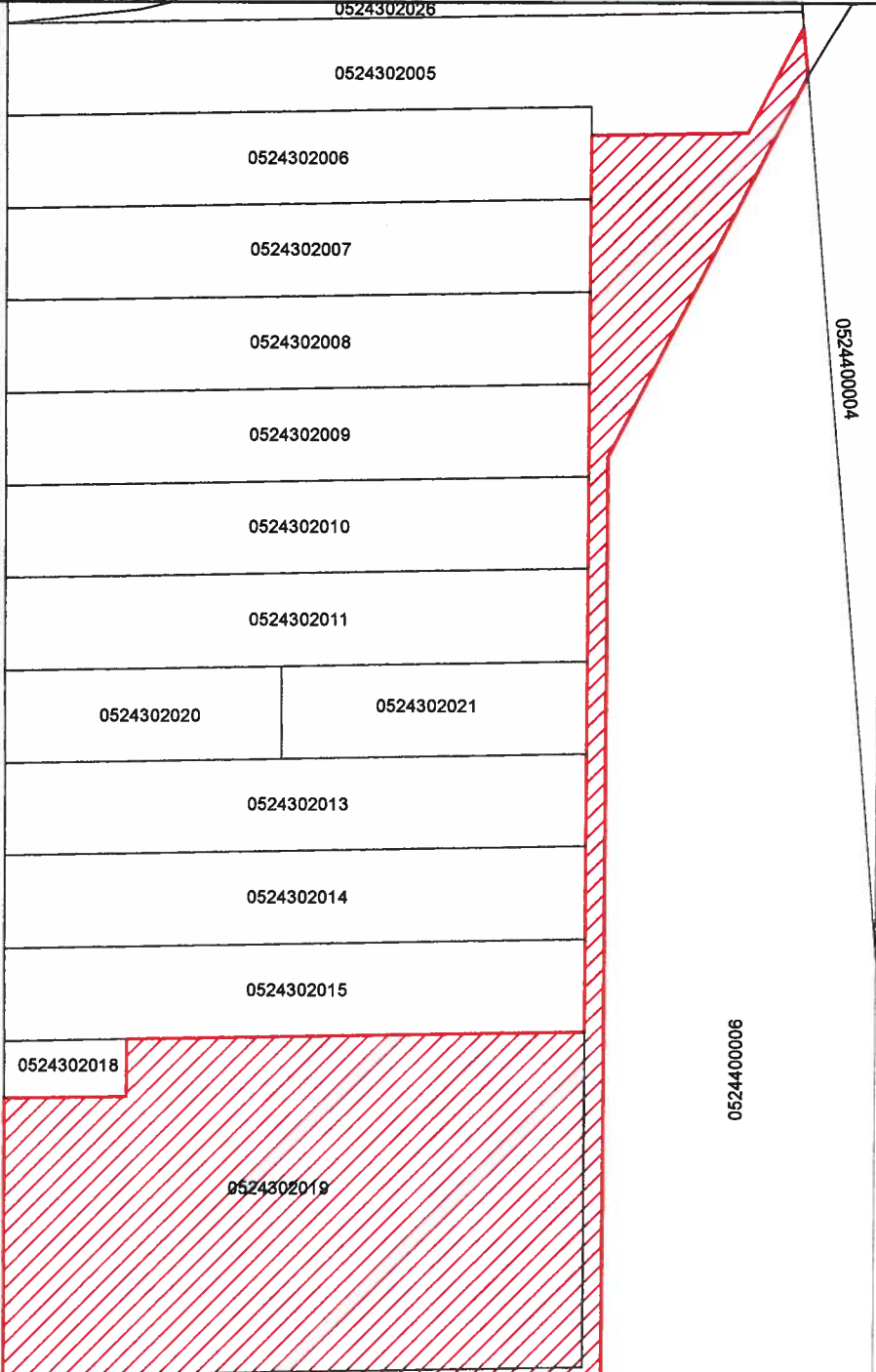


EXHIBIT B

**Form of the
PETITION FOR DISCONNECTION**

(attached)

**PETITION FOR DISCONNECTION OF CERTAIN REAL PROPERTY
FROM THE VILLAGE OF LOMBARD
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-1-24**

This Petition for Disconnection, dated this ____ day of _____, 2017, is made by the Village of Glen Ellyn, an Illinois municipal corporation (hereinafter referred to as "OWNER"), to the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE").

W I T N E S S E T H:

WHEREAS, the OWNER is the owner of certain real property, which is legally described on EXHIBIT "1" attached hereto and made part hereof (hereinafter referred to as the "PROPERTY"); and

WHEREAS, there are no electors residing upon the PROPERTY; and

WHEREAS, the PROPERTY is currently situated within the corporate limits of the VILLAGE, but is also contiguous to the corporate limits of the OWNER; and

WHEREAS, the OWNER desires to disconnect the PROPERTY, and any dedicated right-of-way adjacent thereto, from the VILLAGE, and annex the PROPERTY, and any dedicated right-of-way adjacent thereto, to OWNER, in accordance with the provisions of 65 ILCS 5/7-1-24;

NOW, THEREFORE, the OWNER hereby specifically petitions and requests that the VILLAGE take all necessary and appropriate actions as required to disconnect the PROPERTY, and any dedicated right-of-way adjacent thereto, from the VILLAGE, including the adoption of an Ordinance consenting to and providing for said disconnection, pursuant to 65 ILCS 5/7-1-24.

**OWNER: Village of Glen Ellyn,
an Illinois municipal corporation**

Attest:

By: _____
Alexander W. Demos, Village President

Catherine Galvin, Village Clerk

Date: _____

Date: _____

State of Illinois)
) SS
County of DuPage)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Alexander W. Demos, personally known to me to be the Village President of the Village of Glen Ellyn, and Catherine Galvin, 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 Village 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 Corporate Authorities 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 _____, 2017.

Notary Public

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this ____ day of _____, 2017.

By: _____

Name: _____

Title: _____

EXHIBIT "1"

**Legal Description
of the PROPERTY**

LEGAL DESCRIPTION FOR P.I.N. Pt. 05-24-302-017

THE SOUTH 600.0 FEET (AS MEASURED AT RIGHT ANGLES THERETO) LYING EAST OF THE EAST LINE OF LOT 22 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS SUBDIVISION TOGETHER WITH THAT PART OF THE SOUTHWEST 1/4 LYING SOUTH OF LOTS 20, 21 AND 22 IN SAID FRED'K H. BARTLETT'S SUNNYSIDE FARMS SUBDIVISION, ALL IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WESTERLY OF THE CENTER OF THE THREAD OF THE STREAM OF THE EAST BRANCH OF THE DUPAGE RIVER AND SOUTH OF THE SOUTH LINE OF LOT 56 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS FIRST ADDITION RECORDED AS DOCUMENT NUMBER 431194, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION FOR P.I.N.S 05-24-301-007, 008 & 009

LOTS 20, 21 AND 22 IN FRED'K H. BARTLETT'S SUNNYSIDE FARMS SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 430032, IN DUPAGE COUNTY, ILLINOIS.

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LOT 67 (EXCEPT THE NORTH 62 FEET OF THE WEST 133 FEET THEREOF) AND LOTS 20, 21 AND 22 IN F. H. BARTLETT'S SUNNYSIDE FARMS, A SUBDIVISION OF PART OF THE WEST 2013 FEET OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT C

**Legal Description and Depiction
of the ADDITIONAL PROPERTY**

LEGAL DESCRIPTION FOR P.I.N. Pt. 05-24-302-017
THE 30.0 FOOT STRIP OF LAND LYING SOUTH OF LOTS 10 THROUGH 25 IN
GLEN CREST SUBDIVISION, ALL IN THE SOUTHWEST 1/4 OF SECTION 24,
TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
DUPAGE COUNTY, ILLINOIS.

Exhibit C
Additional Property
(To be Annexed by Glen Eilyn)



Additional Property to be Annexed
by Glen Eilyn

Bemis Road Facility



1-27-2017

