

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF LOMBARD AND THE VILLAGE OF GLEN ELLYN IN REGARD  
TO THE RECONSTRUCTION OF THE HILL AVENUE BRIDGE**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the VILLAGE OF LOMBARD (hereinafter referred to as "LOMBARD") and the VILLAGE OF GLEN ELLYN (hereinafter referred to as "GLEN ELLYN"). (LOMBARD and GLEN ELLYN are hereinafter sometimes individually referred to as a "Party" or collectively as the "Parties.")

**WITNESSETH**

**WHEREAS**, LOMBARD has jurisdiction over the Hill Avenue Bridge (hereinafter referred to as the "Bridge") near the border of LOMBARD and GLEN ELLYN. A Sidwell Map showing the location of the Bridge is attached hereto as **Exhibit A** and made a part hereof; and

**WHEREAS**, the Bridge is of material benefit to the residents of LOMBARD and GLEN ELLYN; and

**WHEREAS**, the Bridge is in need of substantial reconstruction as a result of the deterioration thereof; and

**WHEREAS**, LOMBARD and GLEN ELLYN desire to work cooperatively with respect to the reconstruction of the Bridge (hereinafter referred to as the "Project"), which is expected to cost approximately TWO MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,200,000.00), plus an additional expense in the approximate amount of FOUR HUNDRED SEVENTY THOUSAND AND 00/100 (\$470,000.00) for engineering of the Project; and

**WHEREAS**, grant funds are being pursued by LOMBARD under the Bridge Replacement and Rehabilitation Program (hereinafter referred to as the “BRRP”) administered by the Illinois Department of Transportation (hereinafter referred to as “IDOT”); and

**WHEREAS**, the BRRP will fund, to the extent funds are available, eighty percent (80%) of the cost of the Project, on the condition that the remaining twenty percent (20%) of the cost of the Project is paid at the local level; and

**WHEREAS**, LOMBARD and GLEN ELLYN desire to share the financing obligations for the Project pursuant to this Agreement as follows:

- Eighty percent (80%) of the cost of the Project shall be financed by funds received by LOMBARD under the BRRP;
- The remaining twenty percent (20%) of the cost of the Project (hereinafter referred to as the “non-IDOT funded obligation”) shall be paid in equal ten percent (10%) shares by LOMBARD and GLEN ELLYN, but in no event shall GLEN ELLYN be obligated to contribute more than THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) towards the non-IDOT funded obligation; and
- In the event that the non-IDOT funded obligation exceeds SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00), LOMBARD shall be responsible for paying that portion of the non-IDOT funded obligation in excess thereof. However, in no event shall LOMBARD be obligated to expand the scope of the Project to include the installation of pedestrian/bicycle accommodations or fishing accommodations on the Bridge; and

**WHEREAS**, LOMBARD and GLEN ELLYN desire to set forth their respective obligations, relative to the reconstruction of the Bridge; and

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

**WHEREAS**, it is in the best interests of LOMBARD and GLEN ELLYN 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**. In relation to the Project, LOMBARD agrees to:
  - A. Serve as the lead agency for the Project;
  - B. Design, bid, award a contract for and construct the Project in full compliance with all applicable laws, codes, ordinances, rules and regulations, at LOMBARD's cost and expense, minus funds received from the BRRP and subject to the cost sharing obligations of GLEN ELLYN as set forth herein. However, in no event shall LOMBARD be obligated to expand the scope of the Project to include the installation of pedestrian/bicycle accommodations or fishing accommodations on the Bridge;
  - C. Lombard will review with the GLEN ELLYN Director of Public Works the selection of consultants, all necessary design concepts, engineering drawings, engineering estimates, bid construction documents, and requests for proposals, and shall consult with the GLEN ELLYN Director of Public Works when making all decisions in relation thereto.
  - D. Complete and construct the Project so that the Bridge is suitable for use by vehicles up to and including 80,000 pounds in gross weight;
  - E. Take no affirmative action to prohibit the use of the Bridge by vehicles weighing up to and including 80,000 pounds in gross weight, unless necessitated by the future deterioration of the Bridge;
3. **GLEN ELLYN OBLIGATIONS**. In relation to the Project, GLEN ELLYN agrees to:
  - A. Reimburse LOMBARD for Project costs incurred and paid by LOMBARD up to a maximum amount of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00), but in no event shall GLEN ELLYN be responsible for paying more than fifty percent (50%) of the non-IDOT funded obligation;

- B. Make payments to LOMBARD under Section 3A above, on a proportional and monthly basis, within thirty (30) days of receiving an invoice from LOMBARD detailing the monthly Project costs;
  - C. Cooperate with LOMBARD in all ways necessary to ensure the timely completion of the Project;
  - D. Take no affirmative action to prohibit the use of the Bridge by vehicles weighing up to and including 80,000 pounds in gross weight, unless necessitated by the future deterioration of the Bridge;
4. **DESIGN AND CONSTRUCTION OF THE PROJECT.** LOMBARD shall proceed with the design, bidding, contract award and construction of the Project, in accordance with the plans and specifications to be approved by LOMBARD in consultation with the GLEN ELLYN Director of Public Works.
5. **BRRP GRANT.** Lombard anticipates receiving a grant from the BRRP to finance eighty percent (80%) of the cost of the Project. In the event that LOMBARD does not receive formal approval of a grant from the BRRP sufficient to finance eighty percent (80%) of the cost of the Project by January 30, 2014, this Agreement shall be deemed null and void and both LOMBARD and GLEN ELLYN shall be released from their respective obligations hereunder, unless the deadline for obtaining the grant from the BRRP contained herein is extended by mutual agreement of the Parties. Any payment by GLEN ELLYN of its ten percent (10%) share of a charge or invoice shall only be required in a situation where LOMBARD has received a grant from the BRRP to finance eighty percent (80%) of the cost of the project, including grants for portions of the cost, such as engineering.
6. **ADDITIONAL OBLIGATIONS OF THE PARTIES.**
- A. Amendment to Existing Boundary Agreement.

- i. LOMBARD and GLEN ELLYN agree to amend the existing boundary agreement between them (hereinafter referred to as the “boundary agreement”) to place the properties north of Hill Avenue and west of the Bridge, as depicted on the Sidwell Map attached hereto as **Exhibit B** and made a part hereof, on the GLEN ELLYN side of the boundary line;
- ii. LOMBARD and GLEN ELLYN further agree to amend the boundary agreement to allow for the de-annexation of the Churchill Woods property from LOMBARD, at such time as GLEN ELLYN is able to provide water and sanitary sewer service to said property and the DuPage County Forest Preserve District consents to the amendment. The Churchill Woods property is depicted on the Sidwell Map attached hereto as **Exhibit C** and made a part hereof;
- iii. LOMBARD, at the written request of GLEN ELLYN, further agrees to amend the boundary agreement to allow GLEN ELLYN to annex certain properties west of I-355. GLEN ELLYN may seek a boundary agreement amendment that places the properties depicted on the Sidwell Map attached hereto as **Exhibit D** and made a part hereof, on the GLEN ELLYN side of the boundary line. In addition, if requested by GLEN ELLYN, LOMBARD shall agree to amend the boundary agreement to place the territory commonly known as Flowerfield, as depicted on the Sidwell Map attached hereto as **Exhibit E** and made a part hereof, on the GLEN ELLYN side of the boundary line.

However, in no event shall LOMBARD be obligated to amend the boundary agreement in a manner that would allow GLEN ELLYN to annex any territory that would destroy LOMBARD’s contiguity with the property commonly known as the Western Acres Golf Course, as depicted on the Sidwell Map attached hereto as **Exhibit F** and made a part hereof;

- iv. Subject to and contingent upon the approval of DuPage County, LOMBARD and GLEN ELLYN further agree to amend the boundary agreement to place the Great Western Trail, as depicted on the Sidwell Map attached hereto as **Exhibit G** and made a part hereof, on the Glen Ellyn side of the boundary line;
- v. In the event that any of the disconnections and/or annexations made possible by the amendments to the boundary agreement contemplated herein, result in roadways that were within LOMBARD being surrounded on both sides by GLEN ELLYN, it

shall accept a jurisdictional transfer of such roadways from LOMBARD.

In the event that the boundary agreement is amended to place the property commonly known as Flowerfield (see **Exhibit E**) on the GLEN ELLYN side of the boundary line, GLEN ELLYN shall accept a jurisdictional transfer of all roadways within Flowerfield including, without limitation, Wilson Avenue west of Finley Road.

- vi. GLEN ELLYN shall be responsible for preparation of any and all amendments to the boundary agreement provided for herein, including any and all costs associated therewith;
- vii. Any proposed amendments to the boundary agreement provided for herein, shall be submitted to LOMBARD by GLEN ELLYN on or before January 30, 2011. LOMBARD shall accept the proposed amendments within thirty (30) days thereafter, on the condition that the proposed amendments are consistent with this Section 6(A), and that GLEN ELLYN is not otherwise in breach of this Agreement. In the event that GLEN ELLYN fails to submit any of the proposed amendments to the existing boundary agreement to LOMBARD by January 30, 2011, LOMBARD shall be released from its obligations contained in this Section 6A; and
- viii. Any disconnection of territory contemplated by any of the amendments to the boundary agreement between LOMBARD and GLEN ELLYN provided for herein, shall be subject to and contingent upon the approval of the property owners subject to disconnection.

**B. Utility and Roadway Dedication.**

- i. LOMBARD agrees to continue providing water and sanitary sewer services to the properties north of Hill Avenue and west of the Bridge (as shown in **Exhibit B**), until such time as GLEN ELLYN extends its sanitary sewer and water mains to said properties;
- ii. By no later than January 30, 2018, LOMBARD shall dedicate, and GLEN ELLYN shall accept, the Glen Oak Lift Station and all related sanitary sewer utilities, all of which shall be provided to GLEN ELLYN at no cost. This dedication may occur prior to January 30, 2018 if GLEN ELLYN successfully extends sanitary sewer to the properties currently served by the Glen Oak Lift Station, or at a point when all properties currently served by the

Glen Oak Lift Station sign annexation agreements with GLEN ELLYN.

- iii. Upon connection of GLEN ELLYN water service to the properties north of Hill Avenue and west of the Bridge (as shown in **Exhibit B**), LOMBARD shall abandon its water mains servicing said properties; and
- iv. Upon the transfer of the Glen Oak Lift Station as provided for herein, GLEN ELLYN shall accept a jurisdictional transfer of Hill Avenue and all sanitary sewer utilities owned by or under the jurisdiction of LOMBARD west of the Bridge, as depicted on the Sidwell Map attached hereto as **Exhibit H** and made a part hereof. LOMBARD will continue to serve these areas with water until GLEN ELLYN shall have an alternate system in place, and shall request in writing that LOMBARD cut off this area from its system and transfer ownership of the water lines to GLEN ELLYN without cost to GLEN ELLYN.

C. Fire Service. LOMBARD agrees to waive, and shall cause the Glenbard Fire Protection District to waive, any and all fire protection service disconnection fees for any properties adjacent to Hill Avenue that receive future fire protection services from the Glen Ellyn Fire Company. LOMBARD further agrees to continue providing fire protection services to de-annexed properties as provided for in the de-annexation agreements attached hereto as **Group Exhibit I** and made a part hereof. In the event that the Glenbard Fire Protection District makes a claim for payments from GLEN ELLYN regarding the annexation of Hill Avenue properties to GLEN ELLYN, all such claims and charges shall be promptly paid by LOMBARD.

D. Street and Roadway Weight Limits. LOMBARD and GLEN ELLYN acknowledge that several businesses adjacent to Hill Avenue generate and utilize truck traffic. LOMBARD and GLEN ELLYN mutually agree that they shall not enact weight restrictions on municipal roads which lead to the Bridge prohibiting trucks weighing 80,000 pounds or less from accessing these businesses, unless necessitated by public safety, roadway deterioration or state or federal law. Limitations or closures of the Bridge shall only take place if the decision is based upon clearly enunciated engineering deficiencies and after consultation and approval from the Illinois Department of Transportation. In the event that either LOMBARD or GLEN ELLYN take action to restrict truck traffic to the businesses adjacent to Hill Avenue on the basis of public safety and/or roadway deterioration, such action shall be supported by an independent traffic or engineering study showing the necessity of the action taken.

E. Salt Storage. LOMBARD agrees to lease a portion of the Hill Avenue Stormwater Plant to GLEN ELLYN, allowing GLEN ELLYN to store salt thereon. The terms and conditions of such lease shall be consistent with LOMBARD policy as determined by its Board of Trustees. Upon request by GLEN ELLYN, such a lease shall be approved by LOMBARD at no cost to GLEN ELLYN. The lease shall limit salt storage use to an area west of the southern clarifier; require compliance with all floodplain and IEPA regulations, and include a hold harmless and indemnification provision. The lease shall require GLEN ELLYN to vacate the property if LOMBARD requires use of the property for a plant expansion.

7. **LOMBARD INDEMNIFICATION OF GLEN ELLYN**. LOMBARD shall indemnify and hold harmless GLEN ELLYN, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of LOMBARD, or its officers, agents, employees, consultants or contractors, arising from the design or construction of the Project, or performance of its obligations under this Agreement. LOMBARD further agrees to require any contractor working on the Project to include GLEN ELLYN, and its respective elected officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the Project, which insurance policies shall be written with insurers and in amounts reasonably satisfactory to GLEN ELLYN.
8. **GLEN ELLYN INDEMNIFICATION OF LOMBARD**. GLEN ELLYN shall indemnify and hold harmless LOMBARD, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not



limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from or as a result of GLEN ELLYN's performance of its obligations under this Agreement.

9. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in Sections 7 or 8 above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

10. **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:

**If to LOMBARD:**

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

**If to GLEN ELLYN:**

Village Manager  
Village of Glen Ellyn  
535 Duane Street  
Glen Ellyn, Illinois 60137

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified

mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

11. **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.
12. **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 subject matter contained herein. 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.
13. **EFFECTIVE DATE**. This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, LOMBARD, pursuant to authority granted by the adoption of a [Motion/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 authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk.

**VILLAGE OF LOMBARD**

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

ATTEST:

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

**VILLAGE OF GLEN ELLYN**

By: \_\_\_\_\_  
Mark Pfefferman  
Village President

ATTEST:

\_\_\_\_\_  
Suzanne R. Connors  
Village Clerk

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 William J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk of 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 \_\_\_\_\_, 2010.

\_\_\_\_\_  
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 Mark Pfefferman and Suzanne R. Connors, personally known to me to be the Village President and Village 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 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 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 Village Clerk, as custodian of the corporate seal of said Village of Glen Ellyn, 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 Ellyn, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

My Commission Expires: \_\_\_\_\_

**Exhibit A**

**Map Showing Location of Bridge**

(see attached)

**Exhibit B**

**Map Depicting Property North of Hill Avenue and West of Bridge**

(see attached)

**Exhibit C**

**Map Depicting Churchill Woods Property**

(see attached)



**Exhibit D**

**Map Depicting Certain Properties West of I-355**

(see attached)

**Exhibit E**

**Map Depicting Territory Known as Flowerfield**

(see attached)

**Exhibit F**

**Map Depicting Western Acres Golf Course**

(see attached)

**Exhibit G**

**Map Depicting the Great Western Trail**

(see attached)

**Exhibit H**

**Map Depicting Location of Hill Avenue and All Water and Sanitary Sewer Utilities Subject to Jurisdictional Transfer**

(see attached)

**Group Exhibit I**  
**De-Annexation Agreements**  
(see attached)

H:\PW\Director\Hill Avenue Bridge\Hill Avenue Bridge IGA 9.22.10.doc\3146324.0000

UNION PACIFIC RAILROAD

0512505007

0512505006

0512207038

0512207031

HILLAV

0512208004

GLEN OAK RD

0512209005

tabbles

A

EXHIBIT

HILL AVENUE  
BRIDGE



1"=30'

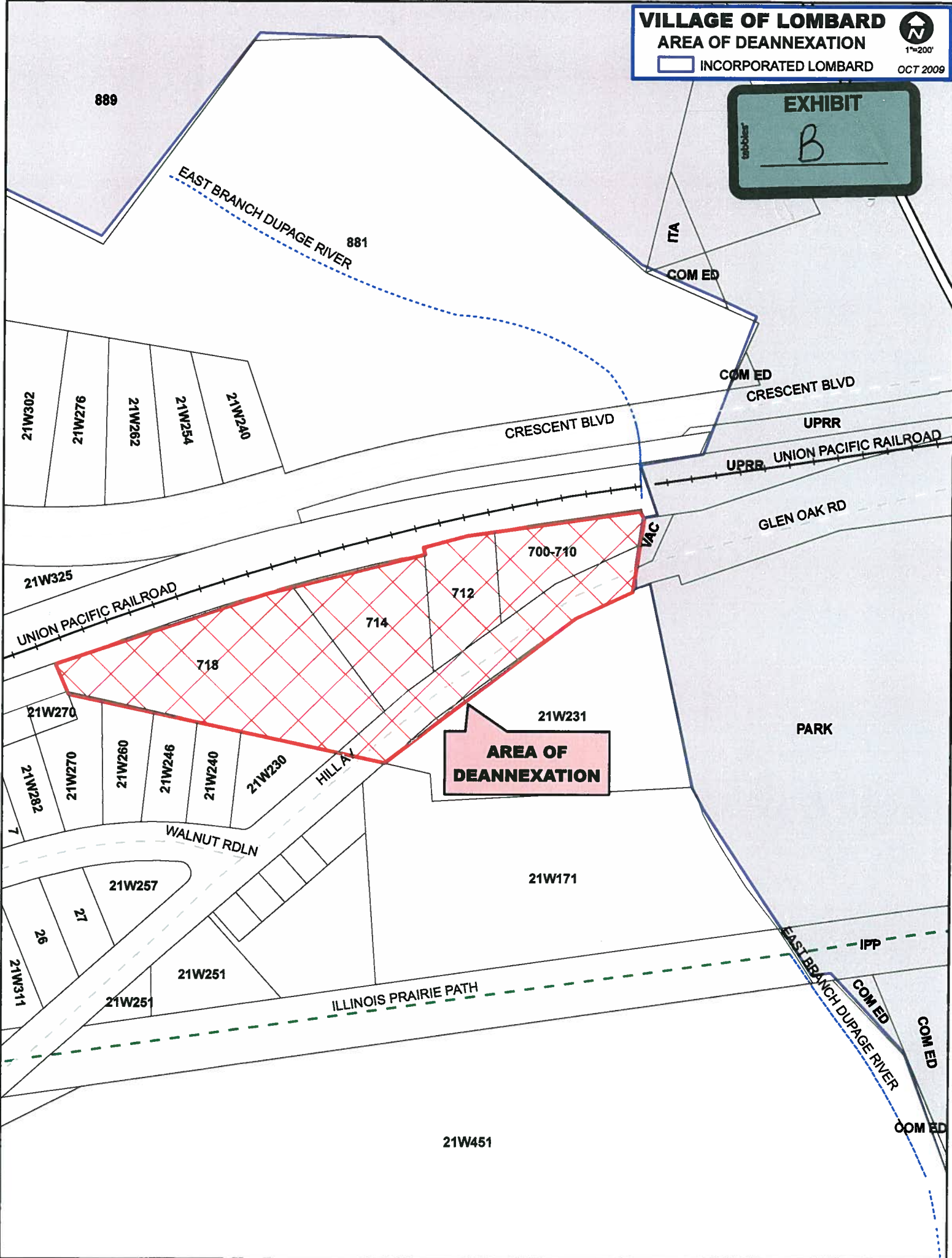


**VILLAGE OF LOMBARD**  
**AREA OF DEANNEXATION**



INCORPORATED LOMBARD OCT 2009

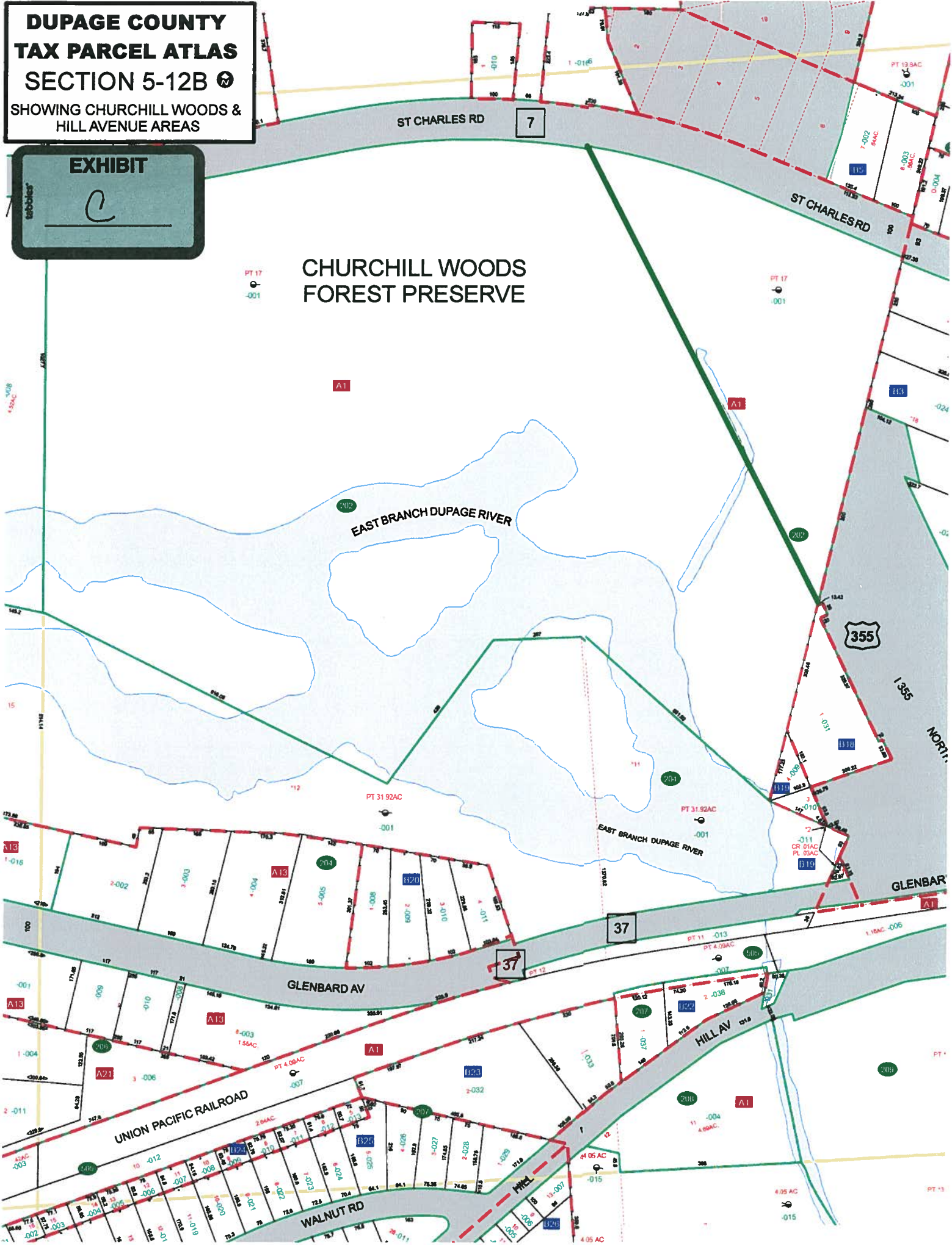
**EXHIBIT**  
B





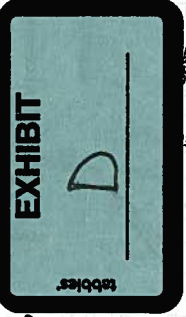
**DUPAGE COUNTY**  
**TAX PARCEL ATLAS**  
**SECTION 5-12B**  
SHOWING CHURCHILL WOODS &  
HILL AVENUE AREAS

**EXHIBIT**  
C





**PARCELS WEST OF I-355**  
 PARCELS WEST OF I-355  
 VILLAGE LIMITS





AUG 2010

SCALE

# EXHIBIT E

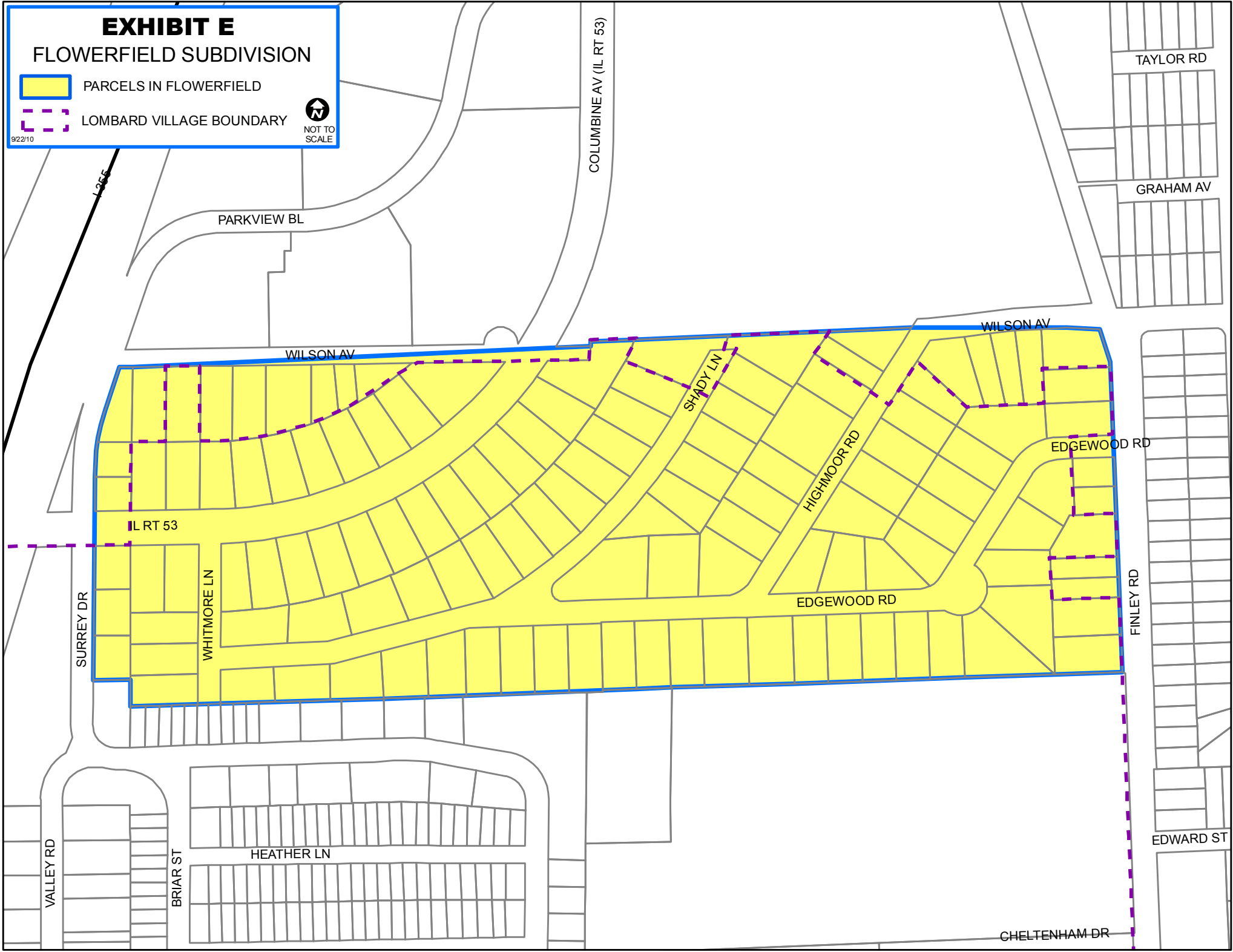
## FLOWERFIELD SUBDIVISION

-  PARCELS IN FLOWERFIELD
-  LOMBARD VILLAGE BOUNDARY



NOT TO SCALE

9/22/10





# EXHIBIT F

## WESTERN ACRES GOLF COURSE



PARCELS IN WESTERN ACRES G.C.

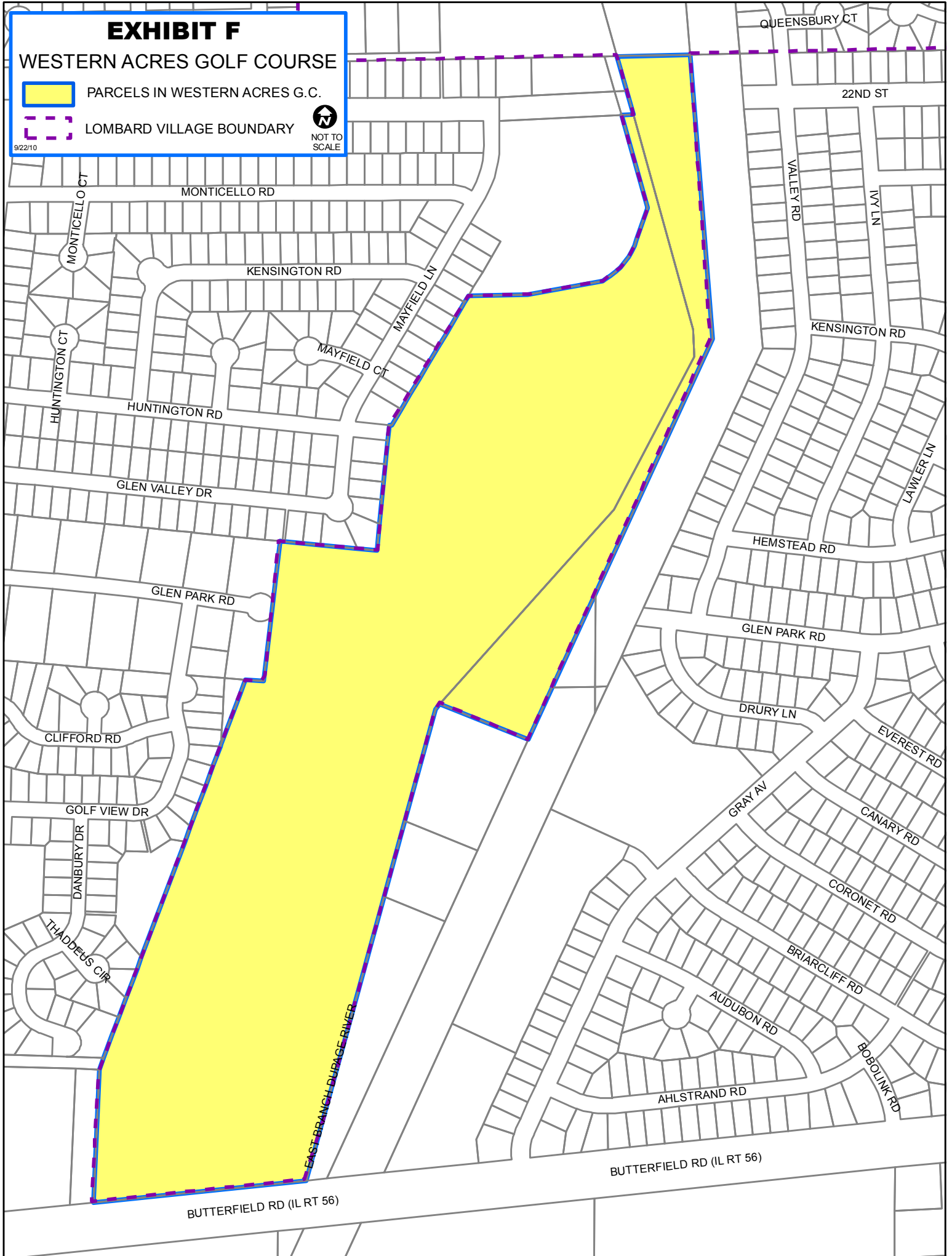


LOMBARD VILLAGE BOUNDARY



NOT TO SCALE

9/22/10



# EXHIBIT G

## GREAT WESTERN TRAIL

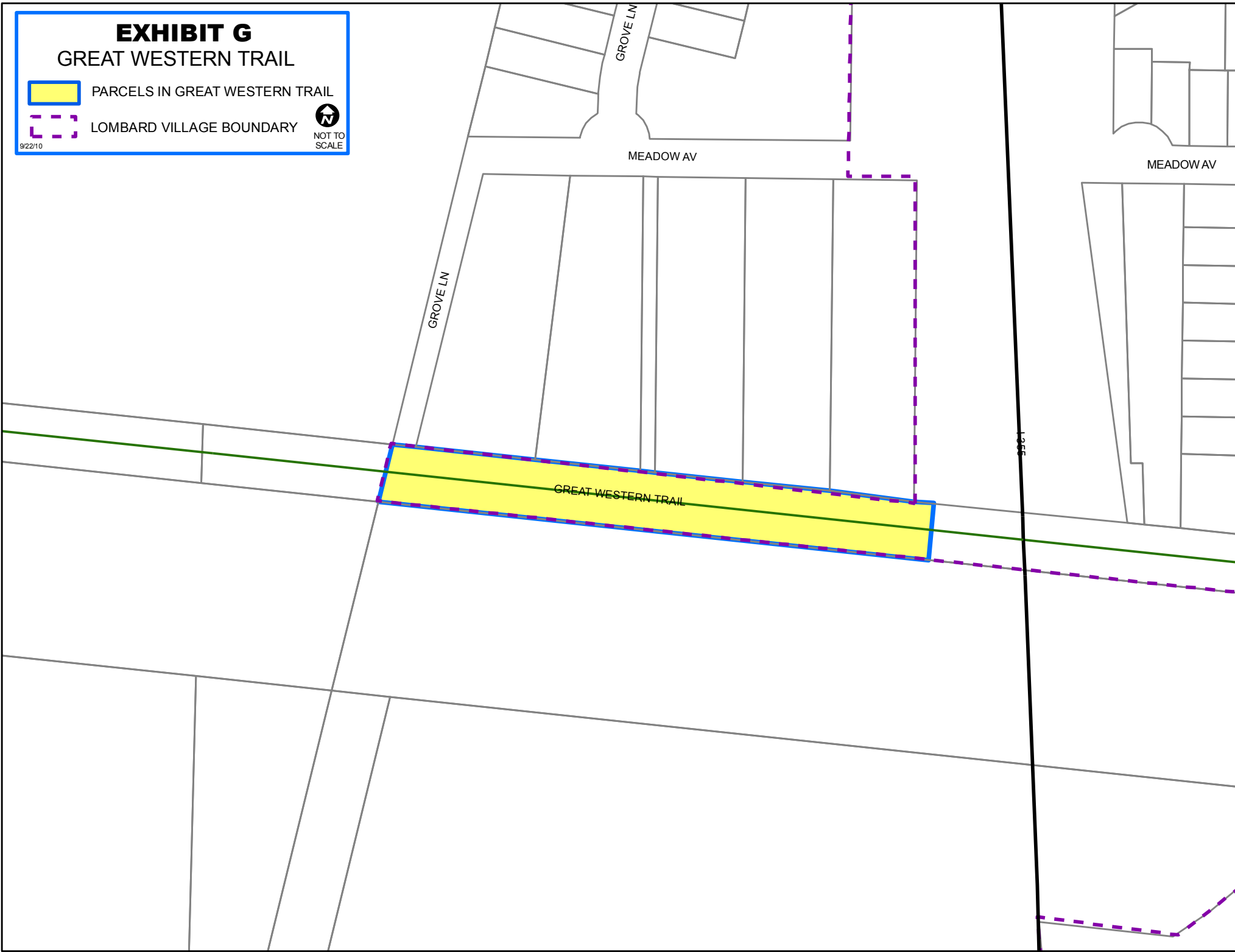
 PARCELS IN GREAT WESTERN TRAIL

 LOMBARD VILLAGE BOUNDARY



NOT TO SCALE

9/22/10



# EXHIBIT H

## HILL AVENUE

 LOMBARD VILLAGE BOUNDARY

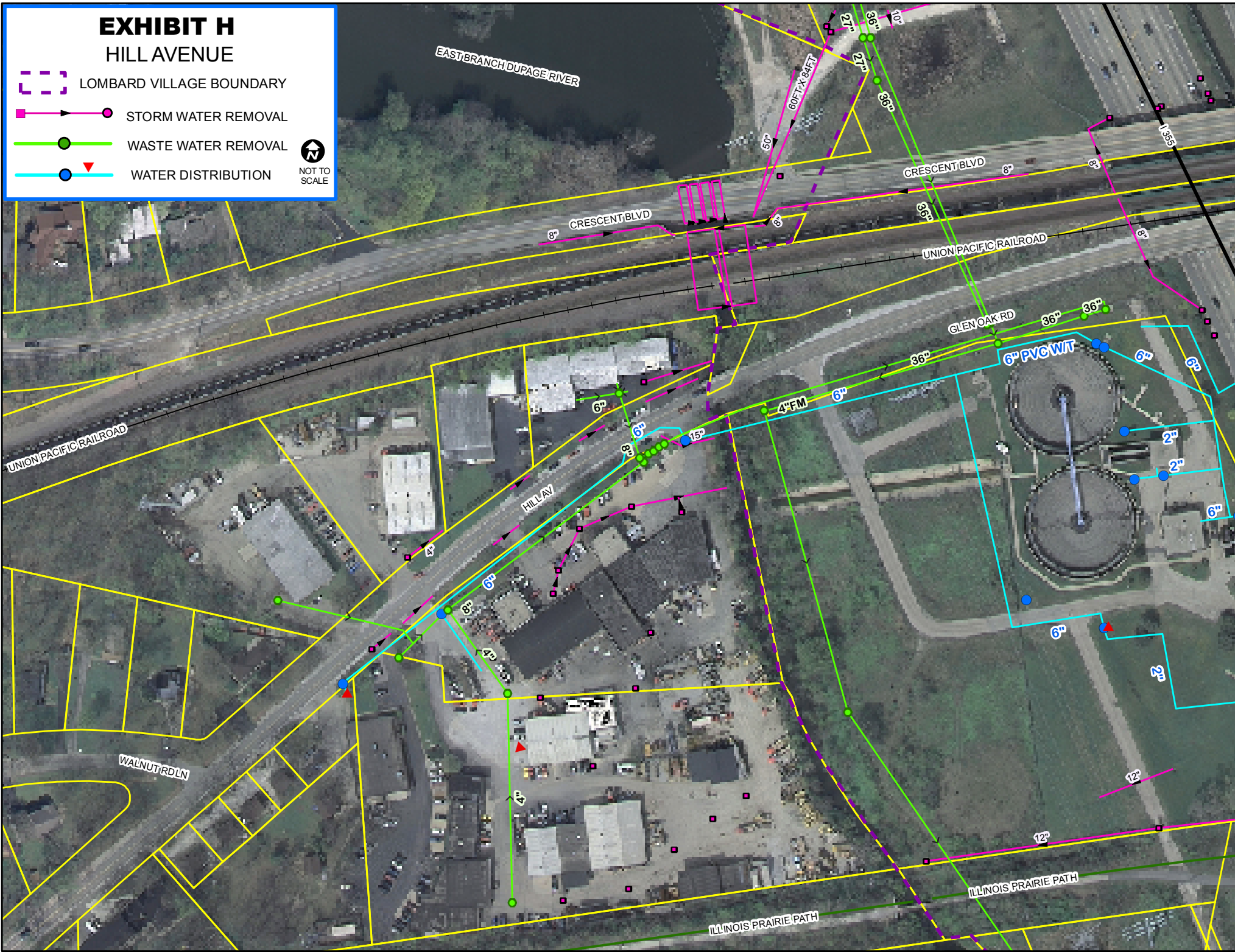
 STORM WATER REMOVAL

 WASTE WATER REMOVAL

 WATER DISTRIBUTION



NOT TO SCALE

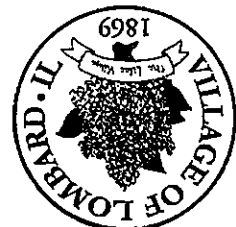


Return To:  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60148

(OTHERVILLE KALOU AS: 214120 CAN EASY 60137)

Address: 714 and 718 W. Hill Avenue, Lombard, IL 60148  
PIN: 05-12-207-033 and 05-12-207-032

ORDINANCE 6399  
AUTHORIZING THE EXECUTION OF A DISCONNECTION  
AGREEMENT



FRED BUCHHOLZ  
DUPAGE COUNTY RECORDER  
OCT 28, 2009 11:25 AM  
OTHER 05-12-207-033  
024 PAGES R2009-163399



**ORDINANCE 6399**

**AN ORDINANCE AUTHORIZING THE  
EXECUTION OF A DISCONNECTION AGREEMENT**

(BOT 09-02: 714 W. Hill Ave & 718 W. Hill Ave.)

(See also Ordinance No.(s) 6400, 6401 & 6402)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Disconnection Agreement (hereinafter the "Agreement") pertaining to the properties located at 714 W. Hill Ave. & 718 W. Hill Ave., 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 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 5/7-3-4, as amended, for the execution of said Agreement have been complied with.

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 714 W. Hill Ave. & 718 W. Hill Ave., Lombard, Illinois containing 2.82 acres more or less and legally described as follows:

**PARCEL #1:**

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS



DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE  
RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN HILL  
OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033

COMMON ADDRESS: 714 W. Hill Ave  
Lombard, Illinois.

**PARCEL #2:**

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF  
SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS  
DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE  
RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN HILL  
OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032

COMMON ADDRESS: 718 W. Hill Ave  
Lombard, Illinois.

along with those portions of Hill Avenue and Glen Oak Road adjacent thereto.

**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 1<sup>st</sup> day of October, 2009.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

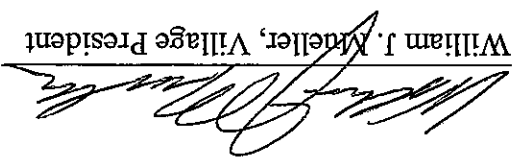
Passed on second reading this 15<sup>th</sup> day of October, 2009.

Ayes: Trustees Gron, Tross, Wilson, Moreau, Fitzpatrick and Ware

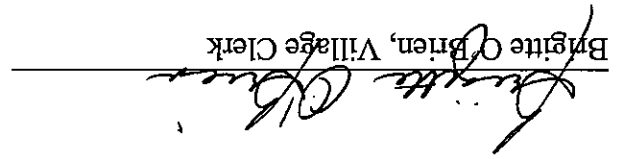
Nays: None

Absent: None

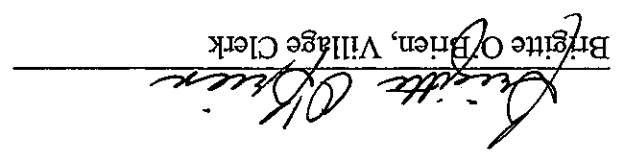
Approved this 15<sup>th</sup> day of October, 2009.

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

ATTEST:

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

Published this 19<sup>th</sup> day of October, 2009.

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



**DISCONNECTION AGREEMENT**

This DISCONNECTION AGREEMENT ("Agreement") is made and entered into this 9<sup>th</sup> day of June, 2009, by and between the Village of Lombard, a municipal corporation ("Village"); and JEAN NOORLM/NOORLM REAL ESTATE ("Owner"); GROUP LLC

**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 within the existing corporate boundaries of the Village;

and  
WHEREAS, Owner is desirous of disconnecting the entirety of the Subject Property from the Village pursuant to provisions of 65ILCS 5/7-3-4; and

WHEREAS, the Village has no objection to the disconnection of the Subject Property from the Village; and

WHEREAS, the Subject Property consists of approximately 2.82 acres of land; and

WHEREAS, all owner(s) of record of the Subject Property have signed a Petition for Disconnection of the Subject Property and delivered same to the Village a copy of which is attached hereto as EXHIBIT B and made part hereof (the "Disconnection Petition"); and

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Owner 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. **Disconnection:** The Village shall upon the approval of this agreement, take all necessary actions to disconnect the Subject Property from the Village pursuant to 65ILCS 5/7-3-4.

**3. Zoning:** Upon disconnection of the Subject Property from the Village as set forth herein, the Subject Property shall be subject to the applicable provisions of the DuPage County Zoning Code until annexed by another municipality.

**4. 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. Subsequent to the disconnection 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 at an "in-Village" rate, to such capacity and in such amounts as will adequately service the Subject Property as currently provided. However, the Village the provision of water services shall be subject to the following requirements:

A. Upon annexation of the Subject Property to another municipality, the Subject Property shall immediately relinquish water service rights with the Village upon the installation of water mains within the adjacent Hill Avenue right-of-way to the Subject Property from the municipality or another public utility service entity.

B. If the Subject Property has not been annexed into another municipality within a ten (10) year time period (after the date of the disconnection), the Owner and Village shall enter into an agreement extension addressing potential time extension(s) as determined by the mutual consent of the parties.

C. During the time period between disconnection from the Village and annexation into another municipality, the Owner of the Subject Property shall receive prior written consent from the Village, prior to the Subject Property being redeveloped in a manner that requires an increased demand for water service. However, this section shall not be construed as requiring that the Village is obligated to approve any permits that provide for an increase in water services.

Such increases in water services shall include, but are not limited to:

- (1) Expansion of any existing principal structures;
- (2) Construction of a new principal structure;
- (3) An increased number of water connections (excluding life-safety devices); and
- (4) Complete redevelopment of the Subject Property.

**5. Reserve Clause:** The requirements outlined in this Agreement shall not prevent another municipality from providing water service to the Subject Property.

6. **Fire Protection:** To the extent that fire protection service is unavailable to the Subject Property by another fire protection entity after disconnection from the Village, the Village agrees to continue to provide such services under the provisions of Chapter 33 of the Lombard Village Code, including the imposition of applicable service fees.

7. **Police Protection:** Upon its disconnection from the Village, the Subject Property shall no longer be under jurisdiction of Village law enforcement; however, policing services shall immediately commence by the DuPage County Sheriff's Department.

8. **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:  
Jean Noorlag / Noorlag Real Estate Group LLC  
P.O. Box 3328  
GLEN ELLEN, IL 60138

With a copy to:

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

B. Binding Effect:

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 and lessees.

- C. 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.
- D. 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.
- E. Reserved
- F. 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.
- G. 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.
- H. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the Village at no expense to the Owner.
- I. Authorization to Execute: If applicable, the officers of Owner 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,

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.

J. 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.

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

L. 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.

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

N. 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.

O. 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.





ATTEST:  
Name: Susan K. Clutter  
Title: Notary  
DATED: 6-5-09

By: \_\_\_\_\_  
Name: Dean H. ...  
Title: \_\_\_\_\_

OWNER:

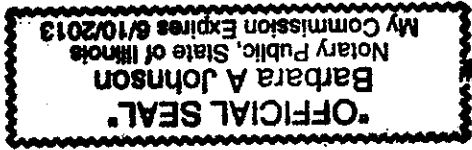
ATTEST:  
Name: Debra ...  
Title: Village Clerk  
DATED: 10/15/09

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

VILLAGE OF LOMBARD, an Illinois  
municipal corporation

VILLAGE:

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



*Barbara A. Johnson*  
Notary Public

Commission expires June 10, 2013.

GIVEN under my hand and official seal, this 19th day of October, 2009.

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.

STATE OF ILLINOIS )  
) SS )  
) COUNTY OF DUPAGE )

ACKNOWLEDGMENTS

SCHEDULE OF EXHIBITS

Legal Description of Subject Property

Disconnection Petition

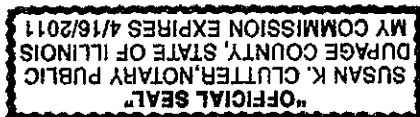
EXHIBIT A:

EXHIBIT B:

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 JEAN WOODRAB and ABORLAG REAL ESTATE GROUP, are personally known to me to be the owner 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 \_\_\_\_\_ 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 9<sup>th</sup> day of June, 2009. Commission expires \_\_\_\_\_



Susan K. Clutter  
Notary Public

**EXHIBIT A**

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033

COMMON ADDRESS:

714 W. Hill Ave  
Lombard, Illinois.

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032

COMMON ADDRESS:

718 W. Hill Ave  
Lombard, Illinois.

Disconnection Petition

EXHIBIT B



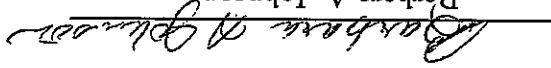
I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board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

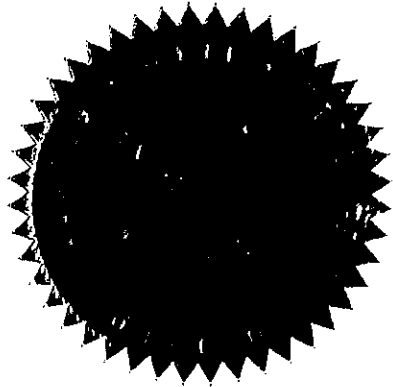
I further certify that attached hereto is a copy of **PETITION FOR DISCONNECTION**

**FROM THE VILLAGE OF LOMBARD PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 714 W. HILL PIN: 05-12-207-033 AND 718 W. HILL PIN: 05-12-207-032**

of the said Village as it appears from the official records of said Village duly approved August 4, 2009.

**In Witness Whereof**, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, DuPage County, Illinois this 2<sup>nd</sup> day of September, 2009.

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



**PETITION FOR DISCONNECTION  
FROM THE VILLAGE OF LOMBARD  
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

This Petition for Disconnection, dated this 4<sup>TH</sup> day of August, 2009, is made by JEAN NOORLAG ~~REAL ESTATE GROUP~~ 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 "A" attached hereto and made part hereof (hereinafter referred to as the "PROPERTY"); and

**WHEREAS**, the PROPERTY is currently situated within the corporate limits of the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and

**WHEREAS**, the PROPERTY is not contiguous to the corporate limits of any other municipality; and


**WHEREAS**, attached hereto as EXHIBIT "B," and made part hereof, is the certificate of the DuPage County Clerk, showing that all VILLAGE taxes and assessments relative to the PROPERTY have been paid in full; and

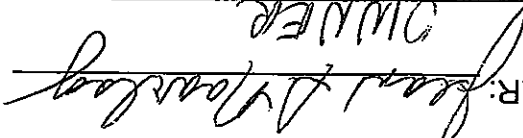
**WHEREAS**, the OWNER ~~s~~ desire to disconnect the PROPERTY from the VILLAGE;


**NOW, THEREFORE**, the OWNER ~~s~~ hereby specifically petition and request that the VILLAGE take all necessary and appropriate actions required to disconnect the PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.

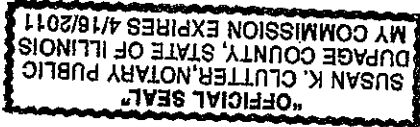


RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 4<sup>TH</sup> day of August, 2009.

By:   
Name: Michael Roth  
Title: \_\_\_\_\_

OWNER:   
By: OWNER  
Name: Jean S. Noorke  
Title: \_\_\_\_\_

Attest:   
Name: James H. Jones  
Title: \_\_\_\_\_



*Susan K. Clutter*  
 Notary Public

My Commission expires 4-16-2011

I, the undersigned, a Notary Public, in and for the County and State aforesaid,  
 DO HEREBY CERTIFY that the above-named JEAN ADORLATS and  
 \_\_\_\_\_, personally known to me to be the  
 \_\_\_\_\_ of OWNER,  
 and also personally known to me to be the same persons whose names are subscribed  
 to the foregoing instrument as such \_\_\_\_\_ and  
 \_\_\_\_\_ appeared before me this day in person and  
 of OWNER, \_\_\_\_\_, acknowledged that as such  
 \_\_\_\_\_ and \_\_\_\_\_  
 OWNER, \_\_\_\_\_, they signed and delivered the said  
 instrument, as their free and voluntary act, on behalf of OWNER,  
 \_\_\_\_\_, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 31<sup>st</sup> day of July,  
 2009.

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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY,  
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: \_\_\_\_\_  
05-12-207-033

COMMON ADDRESS:

714 W. Hill Ave  
Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: \_\_\_\_\_  
05-12-207-032

COMMON ADDRESS:

718 W. Hill Ave  
Lombard, Illinois.

**EXHIBIT "B"**

**COUNTY CLERK CERTIFICATION  
THAT ALL VILLAGE OF LOMBARD  
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

**1. PARCEL #1:**

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033

COMMON ADDRESS:

714 W. Hill Ave  
Lombard, Illinois.

**2. PARCEL #2:**

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

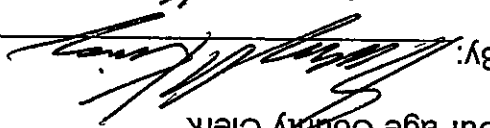
P.I.N.: 05-12-207-032

COMMON ADDRESS:

718 W. Hill Ave  
Lombard, Illinois.

(SEAL)

Gary A. King,  
 DuPage County Clerk

By:   
 Name: Gary A. King  
 Title: County Clerk  
 Date: 9/1/09



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

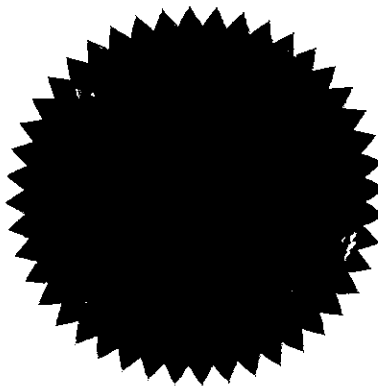
I further certify that attached hereto is a copy of ORDINANCE 6399

AN ORDINANCE AUTHORIZING THE EXECUTION OF  
A DISCONNECTION AGREEMENT  
714 & 718 W. HILL AVENUE  
P.I.N.: 05-12-207-033 & 05-12-207-032

of the said Village as it appears from the official records of said Village duly approved October 15, 2009.

**In Witness Whereof**, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, DuPage County, Illinois this 19<sup>th</sup> day of October, 2009.

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



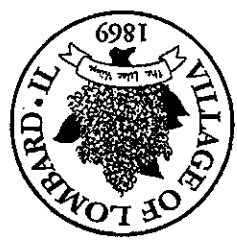
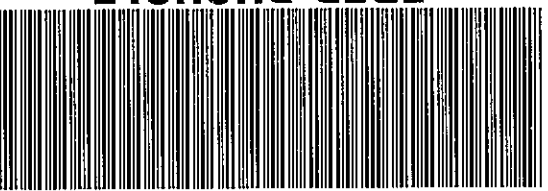
Return To:  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60148

Address: 714 and 718 W. Hill Avenue, Lombard, IL 60148  
PIN: 05-12-207-033 and 05-12-207-032  
(ORIGINAL NUMBER IS: 21W160 GEN ELEM 6037)

ORDINANCE DISCONNECTING CERTAIN PROPERTY  
FROM THE VILLAGE OF LOMBARD

ORDINANCE 6400

**FRED BUCHHOLZ**  
DUPAGE COUNTY RECORDER  
OCT 28, 2009 11:25 AM  
PLAT  
05-12-207-033  
R2009-163400



3

the Village of Lombard, DuPage County, Illinois, as follows:

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of

disconnected from the Village;

**WHEREAS**, it is in the best interests of the Village that the Subject Properties be

the disconnection of territory from the Village, have been fully complied with; and

**WHEREAS**, the statutory provisions of 65 ILCS 5/7-3-4 and 5/7-3-5, as amended, for

found to be acceptable; and

attached hereto as EXHIBIT B and made a part hereof, has been submitted to the Village and

**WHEREAS**, a Plat of Disconnection for the Subject Property, a copy of which is

Properties, pursuant to 65 ILCS 5/7-3-4 and 5/7-3-5; and

EXHIBIT A and made a part hereof, has been submitted to the Village, relative to the Subject

**WHEREAS**, a Petition for Disconnection, a copy of which is attached hereto as

within the corporate limits of the Village, but is on the border of said corporate limits; and

Ave and legally described in Section 1 below, (hereinafter the "Subject Properties"), is located

**WHEREAS**, that certain property, commonly known as 714 W. Hill Ave & 718 W. Hill

territory; and

petition to do so, signed by the owners of record of a majority of the area of the land within said

limits of the Village, and is on the border of said corporate limits, upon receipt of a written

Lombard (hereinafter the "Village") the right to disconnect territory that is within the corporate

**WHEREAS**, the provisions of 65 ILCS 5/7-3-4 and 5/7-3-5 grant the Village of

(714 W. Hill Ave & 718 W. Hill Ave)

**AN ORDINANCE DISCONNECTING  
CERTAIN PROPERTY FROM THE VILLAGE OF LOMBARD**

**ORDINANCE NO. 6400**



**SECTION 1:** That the following-described property is, pursuant to 65 ILCS 5/7-3-4 and

**1. PARCEL #1:**

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033

COMMON ADDRESS: 714 W. Hill Ave  
Lombard, Illinois.

**2. PARCEL #2:**

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032

COMMON ADDRESS: 718 W. Hill Ave  
Lombard, Illinois.

along with those portions of Hill Avenue and Glen Oak Road adjacent thereto.

**SECTION 2:** That the Village Clerk is hereby directed to record with the Recorder of

Deeds of DuPage County, Illinois, and to file with the County Clerk of DuPage County, Illinois:

A. A copy of this Ordinance certified by the Village Clerk; and

B. A plat of the disconnected territory, said plat to be attached to the aforesaid certified copy of this Ordinance (EXHIBIT B);

within ninety (90) days of the adoption of this Ordinance.

**SECTION 3:** That the Village Clerk is hereby directed to notify the election authority

having jurisdiction in the territory hereby disconnected, and the post office branch serving the territory hereby disconnected, of said disconnection, by certified mail, return receipt requested,

within thirty (30) days of the adoption of this Ordinance.

**SECTION 4:** That the various provisions of this Ordinance are to be considered

severable, and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of

this Ordinance.

**SECTION 5:** That all Ordinances or parts of Ordinances in conflict or which are

inconsistent with this Ordinance shall be repealed to the extent of any such conflict or inconsistency.

**SECTION 6:** That this Ordinance shall be in full force and effect after its adoption,

approval and publication in pamphlet form as provided by law.

Passed on first reading this 1<sup>st</sup> day of October, 2009.

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

\_\_\_\_\_, 2009.

Passed on second reading this 15<sup>th</sup> day of October, 2009, pursuant to a roll call vote as

follows:

AYES: Trustees Gron, Tross, Wilson, Moreau, Fitzpatrick and Ware

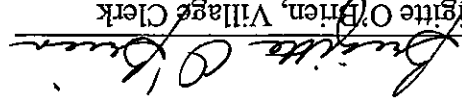
NAYS: None

ABSENT: None

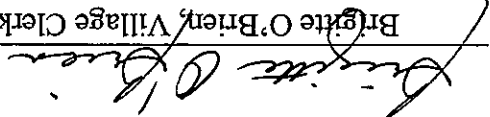
**APPROVED** by me this 15<sup>th</sup> day of October, 2009.

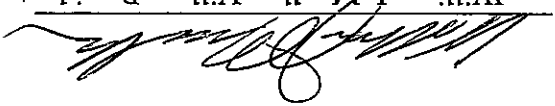
Ordinance No. 6400  
Hill Avenue Disconnection

ATTEST:

  
Brigitte O'Brien, Village Clerk

Published by me in pamphlet form this 19<sup>th</sup> day of October, 2009.

  
Brigitte O'Brien, Village Clerk

  
William J. Mueller, Village President

**EXHIBIT A**

**PETITION FOR DISCONNECTION**

(see attached)



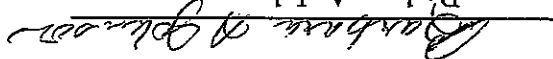
I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board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

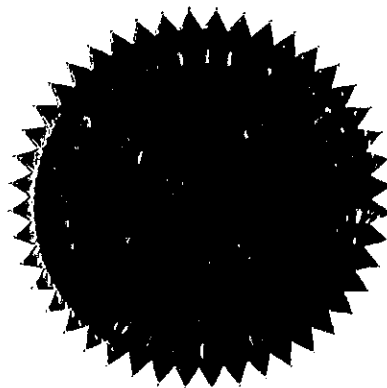
I further certify that attached hereto is a copy of PETITION FOR DISCONNECTION FROM THE VILLAGE OF LOMBARD PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 714 W. HILL

PN: 05-12-207-033 AND 718 W. HILL. PIN: 05-12-207-032

of the said Village as it appears from the official records of said Village duly approved August 4, 2009.

**In Witness Whereof**, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, DuPage County, Illinois this 2<sup>nd</sup> day of September, 2009.

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



PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.  
the VILLAGE take all necessary and appropriate actions required to disconnect the  
**NOW, THEREFORE**, the OWNERS hereby specifically petition and request that

VILLAGE;

**WHEREAS**, the OWNERS desire to disconnect the PROPERTY from the  
assessments relative to the PROPERTY have been paid in full; and  
certificate of the DuPage County Clerk, showing that all VILLAGE taxes and  
**WHEREAS**, attached hereto as EXHIBIT "B," and made part hereof, is the  
other municipality; and

**WHEREAS**, the PROPERTY is not contiguous to the corporate limits of any  
the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and  
**WHEREAS**, the PROPERTY is currently situated within the corporate limits of  
as the "PROPERTY"); and

described on EXHIBIT "A" attached hereto and made part hereof (hereinafter referred to  
**WHEREAS**, the OWNER is the owner of certain real property, which is legally

**W I T N E S S E T H :**

"VILLAGE").

Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the  
made by ~~NOORLA KAN ESTATE~~ <sup>JEAN NOORLA</sup> (hereinafter referred to as OWNER), to the  
This Petition for Disconnection, dated this 4<sup>TH</sup> day of August, 2009, is

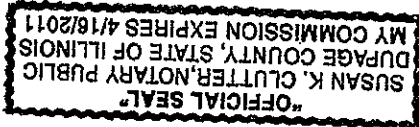
**PETITION FOR DISCONNECTION  
FROM THE VILLAGE OF LOMBARD  
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 4<sup>th</sup> day of August, 2009.

By: [Signature]  
Name: Michael Roth  
Title: \_\_\_\_\_

OWNER: [Signature]  
By: OWNER  
Name: Jean S. Noorke  
Title: \_\_\_\_\_

Attest: [Signature]  
Name: James H. Stokes  
Title: \_\_\_\_\_



*Susan K. Clutter*  
 Notary Public

My Commission expires 4-16-2011

I, the undersigned, a Notary Public, in and for the County and State aforesaid,  
 DO HEREBY CERTIFY that the above-named JEAN ADOLPHE and  
 \_\_\_\_\_, personally known to me to be the  
 \_\_\_\_\_ of OWNER,  
 and also personally known to me to be the same persons whose names are subscribed  
 to the foregoing instrument as such \_\_\_\_\_ and  
 \_\_\_\_\_ appeared before me this day in person and  
 acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_  
 OWNER, \_\_\_\_\_, they signed and delivered the said  
 instrument, as their free and voluntary act, on behalf of OWNER,  
 \_\_\_\_\_, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 31<sup>ST</sup> day of July, 2009.

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



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY,  
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST  
QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF  
RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE  
COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033

COMMON ADDRESS:

714 W. Hill Ave  
Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST  
QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF  
RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE  
COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032

COMMON ADDRESS:

718 W. Hill Ave  
Lombard, Illinois.

**EXHIBIT "B"**

**COUNTY CLERK CERTIFICATION  
THAT ALL VILLAGE OF LOMBARD  
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

**1. PARCEL #1:**

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033

COMMON ADDRESS:

714 W. Hill Ave  
Lombard, Illinois.

**2. PARCEL #2:**

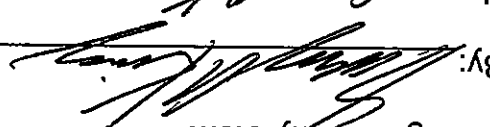
LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032

COMMON ADDRESS:

718 W. Hill Ave  
Lombard, Illinois.

Gary A. King,  
 DuPage County Clerk  
 By:   
 Name: Gary A. King  
 Title: County Clerk  
 Date: 9/1/09

(SEAL)

(see attached)

PLAT OF DISCONNECTION

EXHIBIT B

GRAPHIC SCALE

(IN FEET)  
1 inch = 60 ft.

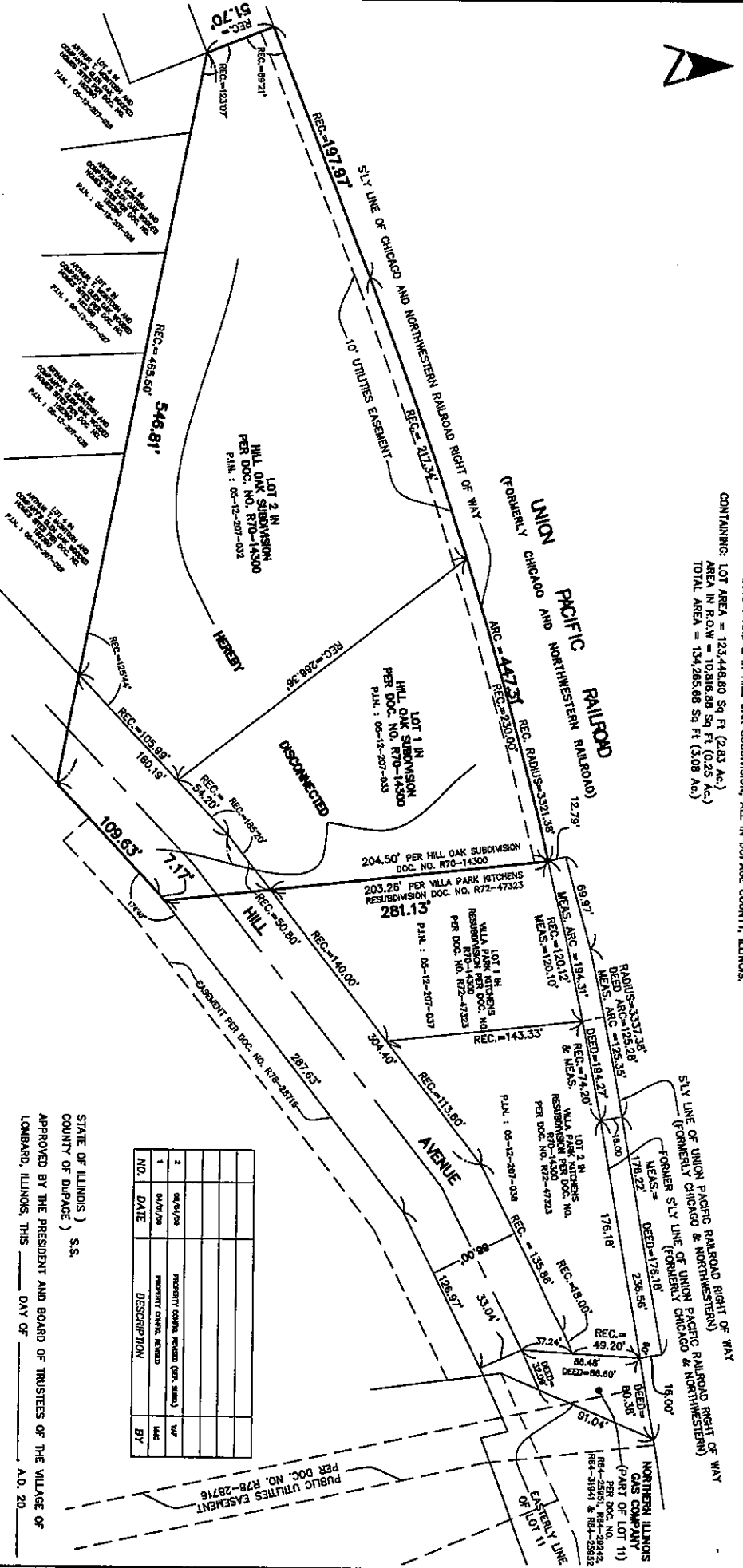
# PLAT OF DISCONNECT

## FROM THE VILLAGE OF LOMBARD, ILLINOIS

P.L.N. 05-12-207-032  
-033

LOTS 1 AND 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN HEREBY RECORDED MAY 11, 1970 AS DOCUMENT NUMBER 870-14300, TOGETHER WITH THAT PART OF HILL OAK SUBDIVISION, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN HEREBY RECORDED MAY 11, 1970 AS DOCUMENT NUMBER 870-14300, TOGETHER WITH THAT PART OF HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: LOT AREA = 123,448.80 Sq Ft (2.85 Ac.)  
AREA IN R.O.W. = 10,816.88 Sq Ft (0.25 Ac.)  
TOTAL AREA = 134,265.68 Sq Ft (3.08 Ac.)



NO.	DATE	DESCRIPTION	BY
1		PROPERTY CORNER REVIEW (PER S.I.A.D.)	W.P.
2		PROPERTY CORNER REVIEW (PER S.I.A.D.)	W.P.

ORDERED BY: VILLAGE OF LOMBARD, DEPARTMENT OF COMMUNITY DEVELOPMENT  
225 E. WILSON ROAD  
LOMBARD, ILLINOIS 60148

RETURN TO: VILLAGE OF LOMBARD  
225 E. WILSON ROAD  
LOMBARD, ILLINOIS 60148

STATE OF ILLINOIS ) S.S.  
COUNTY OF DU PAGE)  
APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20 \_\_\_\_\_

DIRECTOR OF COMMUNITY DEVELOPMENT, VILLAGE OF LOMBARD

STATE OF ILLINOIS ) S.S.  
COUNTY OF DUPAGE )  
APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20 \_\_\_\_\_

PRESIDENT \_\_\_\_\_

VILLAGE CLERK \_\_\_\_\_



**GENTILE & ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS

550 E. ST. CHARLES PLACE  
LOMBARD, ILLINOIS 60148  
PHONE (630) 918-0282  
FAX (630) 918-0244

PREPARED FOR: VILLAGE OF LOMBARD DEPT. OF COMMUNITY DEVELOPMENT  
DRAWN BY: J. H. HARRIS  
ORDER NO.: 05-18012-00PLAT OF DISCONNECT

THIS INSTRUMENT NUMBER \_\_\_\_\_ DUPAGE COUNTY, ILLINOIS, AFORESAID, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20 \_\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY RECORDER OF DEEDS

WE, GENTILE AND ASSOCIATES, INC. HEREBY CERTIFY THAT THIS PLAT HAS BEEN PREPARED AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED FOR THE PURPOSE OF ANNUATION FROM AVAILABLE RECORDS TO THE VILLAGE OF LOMBARD, ILLINOIS.

FEBRUARY 10, \_\_\_\_\_ A.D. 20 09

BY: \_\_\_\_\_ ILLINOIS PROFESSIONAL LAND SURVEYOR NO. \_\_\_\_\_ MY LICENSE EXPIRES NOVEMBER 30, 2010.



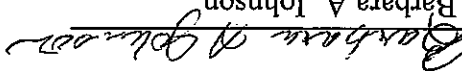
I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board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

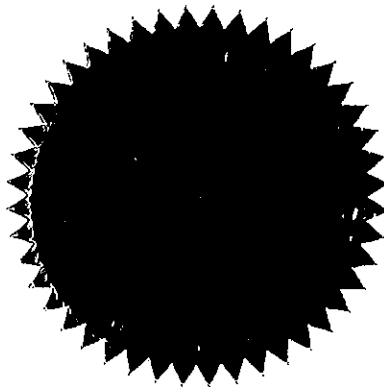
I further certify that attached hereto is a copy of PETITION FOR DISCONNECTION

FROM THE VILLAGE OF LOMBARD PURSUANT TO THE  
PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 714 W. HILL  
PIN: 05-12-207-033 AND 718 W. HILL PIN: 05-12-207-032

of the said Village as it appears from the official records of said Village duly approved August 4, 2009.

**In Witness Whereof**, I have herunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, DuPage County, Illinois this 2<sup>nd</sup> day of September, 2009.

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



PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.  
the VILLAGE take all necessary and appropriate actions required to disconnect the  
**NOW, THEREFORE**, the OWNERS hereby specifically petition and request that

VILLAGE;

**WHEREAS**, the OWNERS desire to disconnect the PROPERTY from the  
assessments relative to the PROPERTY have been paid in full; and  
certificate of the DuPage County Clerk, showing that all VILLAGE taxes and  
**WHEREAS**, attached hereto as EXHIBIT "B," and made part hereof, is the  
other municipality; and

**WHEREAS**, the PROPERTY is not contiguous to the corporate limits of any  
the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and  
**WHEREAS**, the PROPERTY is currently situated within the corporate limits of  
as the "PROPERTY"; and

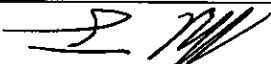
described on EXHIBIT "A" attached hereto and made part hereof (hereinafter referred to  
**WHEREAS**, the OWNER is the owner of certain real property, which is legally

**W I T N E S S E T H :**

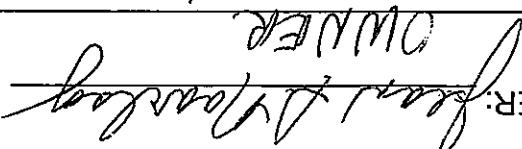
"VILLAGE").

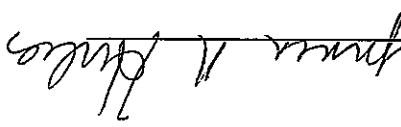
Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the  
made by ~~NORLAS REAL ESTATE~~ <sup>JEAN NORLAG</sup> hereinafter referred to as OWNER), to the  
This Petition for Disconnection, dated this 4<sup>TH</sup> day of August, 2009, is

**PETITION FOR DISCONNECTION  
FROM THE VILLAGE OF LOMBARD  
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

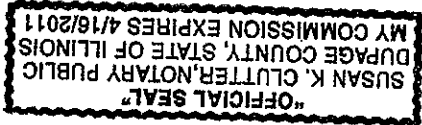
By:   
 Name: MICHAEL BISH  
 Title: \_\_\_\_\_

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 4<sup>TH</sup> day of August, 2009.

OWNER:   
 By: OWNER  
 Name: JEAN S. NOORAG  
 Title: \_\_\_\_\_

Attest:   
 Name: Shirley H. Hines  
 Title: \_\_\_\_\_





*Susan K. Clutter*  
 Notary Public

My Commission expires 4-16-2011

I, the undersigned, a Notary Public, in and for the County and State aforesaid,  
 DO HEREBY CERTIFY that the above-named JEAN ADOBLATO and  
 personally known to me to be the  
 of OWNER,  
 and also personally known to me to be the same persons whose names are subscribed  
 to the foregoing instrument as such \_\_\_\_\_ and  
 of OWNER, appeared before me this day in person and  
 acknowledged that as such \_\_\_\_\_ and  
 OWNER, they signed and delivered the said  
 instrument, as their free and voluntary act, on behalf of OWNER,  
 \_\_\_\_\_, for the uses and purposes therein set forth.  
 GIVEN under my hand and Notary Seal this 31<sup>ST</sup> day of July,  
 2009.

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

EXHIBIT "A"

**LEGAL DESCRIPTION OF THE PROPERTY,  
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2**

**1. PARCEL #1:**

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033

COMMON ADDRESS:

714 W. Hill Ave  
Lombard, Illinois.

**2. PARCEL #2:**

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032

COMMON ADDRESS:

718 W. Hill Ave  
Lombard, Illinois.

EXHIBIT "B"

**COUNTY CLERK CERTIFICATION  
THAT ALL VILLAGE OF LOMBARD  
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

**1. PARCEL #1:**

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033

COMMON ADDRESS:

714 W. Hill Ave  
Lombard, Illinois.

**2. PARCEL #2:**

LEGAL DESCRIPTION:


LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032

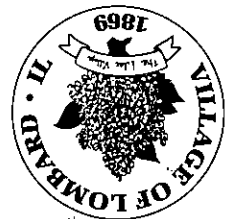
COMMON ADDRESS:

718 W. Hill Ave  
Lombard, Illinois.

Gary A. King,  
 DuPage County Clerk

By:  \_\_\_\_\_  
 Name: Gary A. King \_\_\_\_\_  
 Title: COUNTY CLERK \_\_\_\_\_  
 Date: 9/1/09 \_\_\_\_\_

(SEAL)



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

I further certify that attached hereto is a copy of ORDINANCE 6400

AN ORDINANCE DISCONNECTING CERTAIN

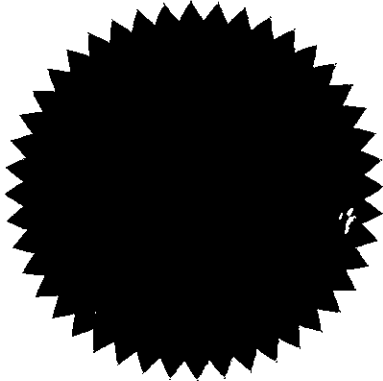
PROPERTY FROM THE VILLAGE OF LOMBARD

714 & 718 W. HILL AVENUE

P.I.N.: 05-12-207-033 & 05-12-207-032

of the said Village as it appears from the official records of said Village duly approved October 15, 2009.

**In Witness Whereof**, I have herunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 19<sup>th</sup> day of October, 2009.

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

Return To:  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60148

(OTHERS RETURN AT 214125 GLEN ELM, IL 60137)

PIN: 05-12-207-038 and 05-12-207-037  
Address: 700-710 and 712 W. Hill Avenue,  
Lombard, IL 60148

ORDINANCE 6401  
AUTHORIZING THE EXECUTION OF A DISCONNECTION  
AGREEMENT



FRED BUCHOLZ  
DUPAGE COUNTY RECORDER  
OCT 28, 2009  
11:25 AM  
OTHER  
05-12-207-038  
R2009-163401  
027 PAGES



**ORDINANCE 6401**

**AN ORDINANCE AUTHORIZING THE  
EXECUTION OF A DISCONNECTION AGREEMENT**

(BOT 09-02: 712 W. Hill Ave. & 700-710 W. Hill Ave.)

(See also Ordinance No.(s) 6399, 6400 & 6402)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Disconnection Agreement (hereinafter the "Agreement") pertaining to the properties located at 712 W. Hill Ave. & 700-710 W. Hill Ave., 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 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 5/7-3-4, as amended, for the execution of said Agreement have been complied with.

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 712 W. Hill Ave. & 700-710 W. Hill Ave., Lombard, Illinois containing 1.08 acres more or less and legally described as follows:

**PARCEL #1:**

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11,

1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:  
THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALLY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: \_\_\_\_\_  
05-12-207-037

COMMON ADDRESS: \_\_\_\_\_  
712 W. Hill Ave, Lombard, Illinois.

**PARCEL #2:**

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,  
AND ALSO:  
THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG



THE THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-038

COMMON ADDRESS: 700-710 W. Hill Ave, Lombard, Illinois.

along with those portions of Hill Avenue and Glen Oak Road adjacent thereto.

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 1<sup>st</sup> day of October, 2009.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

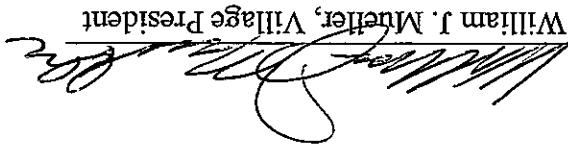
Passed on second reading this 15<sup>th</sup> day of October, 2009.

Ayes: Trustees Gron, Tross, Wilson, Moreau, Fitzpatrick and Ware

Nays: None

Absent: None

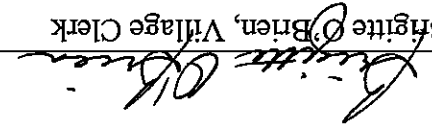
Approved this 15<sup>th</sup> day of October, 2009.

  
William J. Mueller, Village President

Ordinance No. 6401  
Re: BOT 09-02  
Page 4  
ATTEST:

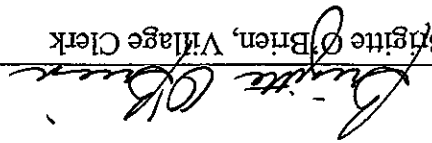
Published this 19<sup>th</sup> day of October, 2009.

Brigitte O'Brien, Village Clerk



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Brigitte O'Brien, Village Clerk



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2. **Disconnection:** The Village shall upon the approval of this agreement, take all necessary actions to disconnect the Subject Property from the Village pursuant to 65ILCS 5/7-3-4.

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

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Owner agree as follows:

WHEREAS, all owner(s) of record of the Subject Property have signed a Petition for Disconnection of the Subject Property and delivered same to the Village a copy of which is attached hereto as EXHIBIT B and made part hereof (the "Disconnection Petition"); and

WHEREAS, the Subject Property consists of approximately 1.08 acres of land; and

WHEREAS, the Village has no objection to the disconnection of the Subject Property from the Village; and

WHEREAS, Owner is desirous of disconnecting the entirety of the Subject Property from the Village pursuant to provisions of 65ILCS 5/7-3-4; and

and  
WHEREAS, the Subject Property is within the existing corporate boundaries of the Village;

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

**WITNESSETH:**

This DISCONNECTION AGREEMENT ("Agreement") is made and entered into this 4 day of May, 2009, by and between the Village of Lombard, a municipal corporation ("Village"); and G. Vincent Carter ("Owner");

**DISCONNECTION AGREEMENT**

**3. Zoning:** Upon disconnection of the Subject Property from the Village as set forth herein, the Subject Property shall be subject to the applicable provisions of the DuPage County Zoning Code until annexed by another municipality.

**4. 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. Subsequent to the disconnection 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 at an "in-Village" rate, to such capacity and in such amounts as will adequately service the Subject Property as currently provided. However, the Village the provision of water services shall be subject to the following requirements:

A. Upon annexation of the Subject Property to another municipality, the Subject Property shall immediately relinquish water service rights with the Village upon the installation of water mains within the adjacent Hill Avenue right-of-way to the Subject Property from the municipality or another public utility service entity.

B. If the Subject Property has not been annexed into another municipality within a ten (10) year time period (after the date of the disconnection), the Owner and Village shall enter into an agreement extension addressing potential time extension(s) as determined by the mutual consent of the parties.

C. During the time period between disconnection from the Village and annexation into another municipality, the Owner of the Subject Property shall receive prior written consent from the Village, prior to the Subject Property being redeveloped in a manner that requires an increased demand for water service. However, this section shall not be construed as requiring that the Village is obligated to approve any permits that provide for an increase in water services.

Such increases in water services shall include, but are not limited to:

- (1) Expansion of any existing principal structures;
- (2) Construction of a new principal structure;
- (3) An increased number of water connections (excluding life-safety devices); and
- (4) Complete redevelopment of the Subject Property.

**5. Reserve Clause:** The requirements outlined in this Agreement shall not prevent another municipality from providing water service to the Subject Property.

**6. Fire Protection:** To the extent that fire protection service is unavailable to the Subject Property by another fire protection entity after disconnection from the Village, the Village agrees to continue to provide such services under the provisions of Chapter 33 of the Lombard Village Code, including the imposition of applicable service fees.

**7. Police Protection:** Upon its disconnection from the Village, the Subject Property shall no longer be under jurisdiction of Village law enforcement; however, policing services shall immediately commence by the DuPage County Sheriff's Department.

**8. 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:

With a copy to:

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

B. Binding Effect:

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 and lessees.

- C. Survival of Representations: Each of the parties agrees that the representations, warranties and recitals set forth in the preamble 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.
- D. 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.
- E. Reserved
- F. 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.
- G. 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.
- H. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the Village at no expense to the Owner.
- I. Authorization to Execute: If applicable, the officers of Owner 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,

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.

J. 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 binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

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

L. 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.

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

N. 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.

O. Venue: The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.



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

VILLAGE:

VILLAGE OF LOMBARD, an Illinois

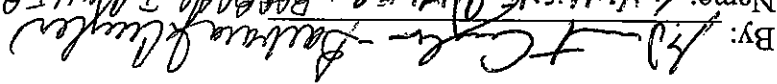
municipal corporation

By: 

President

OWNER:

ATTEST:

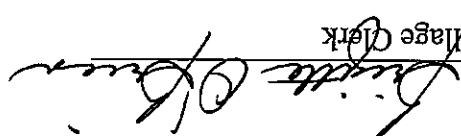
By:   
Name: BARBARA J. GEYER  
Title: OWNER

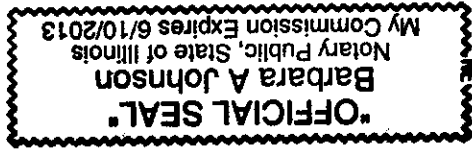
Title: \_\_\_\_\_  
DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

Village Clerk

ATTEST:





Commission expires June 10, 2013. Barbara A Johnson Notary Public

GIVEN under my hand and official seal, this 19th day of October, 2009.

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.

STATE OF ILLINOIS )  
) SS )  
) COUNTY OF DUPAGE )

ACKNOWLEDGMENTS



Nicholas Panos  
Notary Public

Commission expires May 23, 2012

2009.

GIVEN under my hand and Notary Seal this 4<sup>th</sup> day of May

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named G. Vincent Cuyler and BARBARA V. CUYLER, are personally known to me to be the owners and Secretary of \_\_\_\_\_ President and \_\_\_\_\_ 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 They \_\_\_\_\_ 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.

STATE OF Illinois  
)  
) SS  
) COOK

SCHEDULE OF EXHIBITS

EXHIBIT A:	Legal Description of Subject Property
EXHIBIT B:	Disconnection Petition

**EXHIBIT A**

**PARCEL #1:**

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12) THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALLY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.L.N.: 05-12-207-037

COMMON ADDRESS: 712 W. Hill Ave. Lombard, Illinois.

**PARCEL #2:**

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

THESEOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323,  
TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING  
SOUTHEASTLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS  
RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY  
THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING  
NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION  
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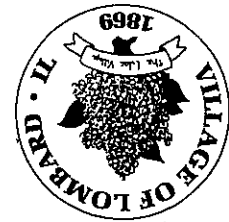
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CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2,  
BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A  
RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16  
MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE  
NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE  
LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE EASTERLY  
ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF  
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THAT IS 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A  
DISTANCE OF 176.18 FEET (DEED, 176.22=MEAS.) TO A POINT THAT IS 16.00  
FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH  
LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE  
SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO  
DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN  
DUPAGE COUNTY, ILLINOIS.

P.L.N.: 05-12-207-038 ;

COMMON ADDRESS: 700-710 W. Hill Ave. Lombard, Illinois.

Disconnection Petition

EXHIBIT B



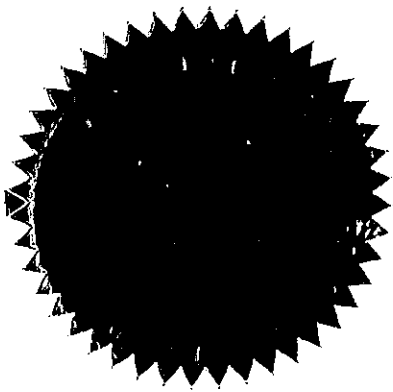
I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board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

I further certify that attached hereto is a copy of PETITION FOR DISCONNECTION FROM THE VILLAGE OF LOMBARD PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 712 W. HILL PIN: 05-12-207-037 AND 700-710 W. HILL PIN: 05-12-207-038

of the said Village as it appears from the official records of said Village duly approved August 3, 2009.

**In Witness Whereof**, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, DuPage County, Illinois this 2<sup>nd</sup> day of September, 2009.

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





**PETITION FOR DISCONNECTION  
FROM THE VILLAGE OF LOMBARD  
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

This Petition for Disconnection, dated this 3<sup>rd</sup> day of August, 2009, is made by LAURENT GUYER (hereinafter referred to as OWNER), to the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE").

**WITNESSETH:**

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

**WHEREAS**, the PROPERTY is currently situated within the corporate limits of the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and

**WHEREAS**, the PROPERTY is not contiguous to the corporate limits of any other municipality; and

**WHEREAS**, attached hereto as EXHIBIT "B," and made part hereof, is the certificate of the DuPage County Clerk, showing that all VILLAGE taxes and assessments relative to the PROPERTY have been paid in full; and

**WHEREAS**, the OWNERS desire to disconnect the PROPERTY from the VILLAGE;

**NOW, THEREFORE**, the OWNERS hereby specifically petition and request that the VILLAGE take all necessary and appropriate actions required to disconnect the PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 3rd day of August, 2009.

By: [Signature]  
Name: Michael LOTH  
Title: \_\_\_\_\_

OWNER: WILBERT GUYER  
By: [Signature]  
Name: WILBERT GUYER  
Title: OWNER

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



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY,  
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE  
NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER  
WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF  
AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN  
DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE  
CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF  
AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING  
THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18  
FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING  
WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE  
CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE  
CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20  
FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE  
POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE  
OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST,  
HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04  
MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12)  
THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF  
12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS  
16.00 FEET NORTHERLY OF (MEASURED RADIALY THERETO) THE NORTH LINE  
OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING  
EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS  
OF 3,337.21 FEET (DEED, 3,337.38=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52  
MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH  
LINE, AN ARC DISTANCE OF 60.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET  
TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH  
24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037

COMMON ADDRESS: 712 W. Hill Ave, Lombard, Illinois.

**2. PARCEL #2:**

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE  
NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER  
WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF  
AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN  
DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE  
CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF  
AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE  
WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A  
POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG  
THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO  
THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE  
IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. &  
MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY  
RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE  
EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS  
OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16  
MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH  
LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS  
16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF  
176.18 FEET (DEED, 176.22'=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY  
OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST  
CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT  
OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS  
NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.L.N.: 05-12-207-038

COMMON ADDRESS: 700-710 W. Hill Ave, Lombard, Illinois.

**EXHIBIT "B"**

**COUNTY CLERK CERTIFICATION  
THAT ALL VILLAGE OF LOMBARD  
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

**1. PARCEL #1:**

**LEGAL DESCRIPTION:**

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID,

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12) THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADially THERE TO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037

COMMON ADDRESS: 712 W. Hill Ave, Lombard, Illinois.

(SEAL)

By: *Gary A. King*  
 Gary A. King,  
 DuPage County Clerk

Name: *Gary A. King*

Title: *County Clerk*

Date: *9/1/09*

COMMON ADDRESS: 700-710 W. Hill Ave, Lombard, Illinois.

P.I.N.: 05-12-207-038

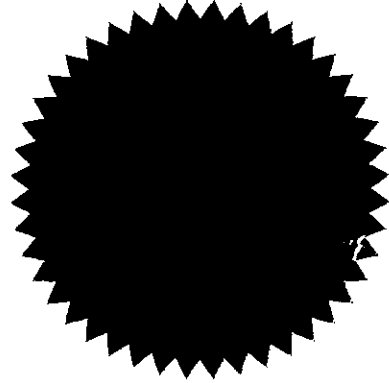
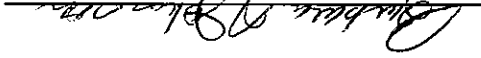
NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS. OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS CORNER OF LOT 2, AFORESAID, THENCE SOUTHERLY 16.00 FEET TO THE POINT OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST 176.18 FEET (DEED, 176.22'=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF LINE, A DISTANCE OF 74.60 FEET, THENCE EASTERLY ALONG A LINE THAT IS MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET, THENCE (MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE NORTHERLY IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO POINT OF CURVE IN SAID NORTH LINE, THENCE CONTINUING WESTERLY ALONG WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AND ALSO:  
 DUPAGE COUNTY, ILLINOIS,  
 AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE

LEGAL DESCRIPTION:

**2. PARCEL #2:**

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



In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said Village of Lombard, DuPage County, Illinois this 19<sup>th</sup> day of October, 2009.

of the said Village as it appears from the official records of said Village duly approved October 15, 2009.

P.T.N.: 05-12-207-037 & 05-12-207-038

W. HILL AVENUE

AN ORDINANCE AUTHORIZING THE EXECUTION OF  
A DISCONNECTION AGREEMENT FOR 712 & 700-710

copy of ORDINANCE 6401

I further certify that attached hereto is a

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





Return To:  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60148

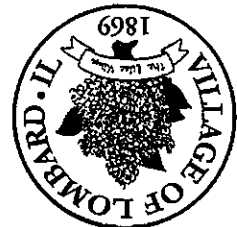
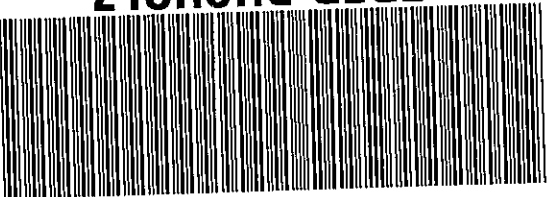
(OTHERWISE KNOWN AS 21W200 (PLAN EURN 11 60137))

Address: 700-710 and 712 W. Hill Avenue,  
Lombard, IL 60148  
PIN: 05-12-207-038 and 05-12-207-037

ORDINANCE DISCONNECTING CERTAIN PROPERTY  
FROM THE VILLAGE OF LOMBARD

ORDINANCE 6402

**FRED BUCHOLZ**  
DUPAGE COUNTY RECORDER  
11:25 AM  
OCT 28, 2009  
PLAT  
05-12-207-038  
R2009-163402  
027 PAGES



5

**ORDINANCE NO. 6402**

**AN ORDINANCE DISCONNECTING  
CERTAIN PROPERTY FROM THE VILLAGE OF LOMBARD**

(712 W. Hill Ave & 700-710 W. Hill Ave)

**WHEREAS**, the provisions of 65 ILCS 5/7-3-4 and 5/7-3-5 grant the Village of Lombard (hereinafter the "Village") the right to disconnect territory that is within the corporate limits of the Village, and is on the border of said corporate limits, upon receipt of a written petition to do so, signed by the owners of record of a majority of the area of the land within said territory; and

**WHEREAS**, that certain property, commonly known as 712 W. Hill Ave & 700-710 W. Hill Ave and legally described in Section 1 below, (hereinafter the "Subject Properties"), is located within the corporate limits of the Village, but is on the border of said corporate limits; and

**WHEREAS**, a Petition for Disconnection, a copy of which is attached hereto as EXHIBIT A and made a part hereof, has been submitted to the Village, pursuant to 65 ILCS 5/7-3-4 and 5/7-3-5; and

**WHEREAS**, a Plat of Disconnection for the Subject Property, a copy of which is attached hereto as EXHIBIT B and made a part hereof, has been submitted to the Village and found to be acceptable; and

**WHEREAS**, the statutory provisions of 65 ILCS 5/7-3-4 and 5/7-3-5, as amended, for the disconnection of territory from the Village, have been fully complied with; and

**WHEREAS**, it is in the best interests of the Village that the Subject Properties be disconnected from the Village;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of

the Village of Lombard, DuPage County, Illinois, as follows:

**SECTION 1:** That the following-described property is, pursuant to 65 ILCS 5/7-3-4 and

**1. PARCEL #1:**

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS, AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE, THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12) THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALY (THERE TO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: \_\_\_\_\_;  
05-12-207-037

COMMON ADDRESS: \_\_\_\_\_  
712 W. Hill Ave, Lombard, Illinois.

**2. PARCEL #2:**

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST

having jurisdiction in the territory hereby disconnected, and the post office branch serving the

**SECTION 3:** That the Village Clerk is hereby directed to notify the election authority

within ninety (90) days of the adoption of this Ordinance.

B. A plat of the disconnected territory, said plat to be attached to the aforesaid certified copy of this Ordinance (EXHIBIT B);

A. A copy of this Ordinance certified by the Village Clerk; and

Deeds of DuPage County, Illinois, and to file with the County Clerk of DuPage County, Illinois:

**SECTION 2:** That the Village Clerk is hereby directed to record with the Recorder of

along with those portions of Hill Avenue and Glen Oak Road adjacent thereto.

COMMON ADDRESS: 700-710 W. Hill Ave, Lombard, Illinois.

P.I.N.: 05-12-207-038;

ILLINOIS.  
RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY,  
SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT  
SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE  
POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO  
WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22'=MEAS.) TO A  
THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AN PARALLEL  
BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET;  
3,337.38'=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND  
CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED,  
LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A  
THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE  
DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO  
THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01  
THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO  
POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG  
WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A  
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE  
PARTICULARLY DESCRIBED AS FOLLOWS:  
ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE  
CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND  
THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE  
AND ALSO:  
VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,  
1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL  
QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11,  
AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN

territory hereby disconnected, of said disconnection, by certified mail, return receipt requested, within thirty (30) days of the adoption of this Ordinance.

**SECTION 4:** That the various provisions of this Ordinance are to be considered severable, and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION 5:** That all Ordinances or parts of Ordinances in conflict or which are inconsistent with this Ordinance shall be repealed to the extent of any such conflict or inconsistency.

**SECTION 6:** That this Ordinance shall be in full force and effect after its adoption, approval and publication in pamphlet form as provided by law.

Passed on first reading this 1<sup>st</sup> day of October, 2009.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_, 2009.

Passed on second reading this 15<sup>th</sup> day of October, 2009, pursuant to a roll call vote as follows:

AYES: Trustees Cron, Tross, Wilson, Moreau, Fitzpatrick and Ware

NAYS: None

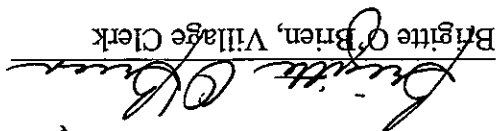
ABSENT: None

**APPROVED** by me this 15<sup>th</sup> day of October, 2009.

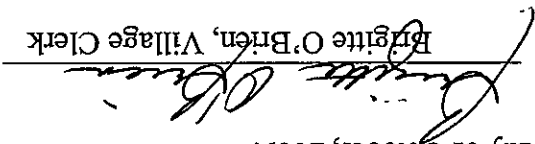
  
William J. Mueller, Village President

ATTEST:

Ordinance No. 6402  
Hill Avenue Disconnection

  
Brigitte O'Brien, Village Clerk

Published by me in pamphlet form this 19<sup>th</sup> day of October, 2009.

  
Brigitte O'Brien, Village Clerk

(see attached)

PETITION FOR DISCONNECTION

EXHIBIT A



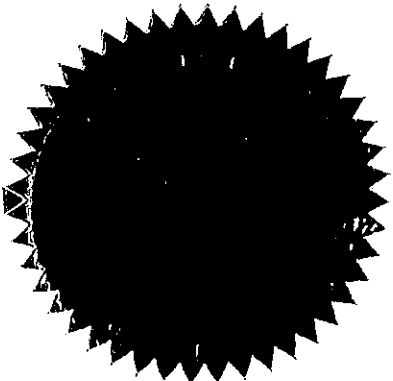
I, **Brightie O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board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

I further certify that attached hereto is a copy of PETITION FOR DISCONNECTION

FROM THE VILLAGE OF LOMBARD PURSUANT TO THE  
PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 712 W. HILL  
PIN:05-12-207-037 AND 700-710 W. HILL PIN: 05-12-207-038

of the said Village as it appears from the official records of said Village duly approved August 3, 2009.

**In Witness Whereof**, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, DuPage County, Illinois this 2<sup>nd</sup> day of September, 2009.

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



PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.  
the VILLAGE take all necessary and appropriate actions required to disconnect the  
**NOW, THEREFORE**, the OWNERS hereby specifically petition and request that

VILLAGE;

**WHEREAS**, the OWNERS desire to disconnect the PROPERTY from the  
assessments relative to the PROPERTY have been paid in full; and  
certificate of the DuPage County Clerk, showing that all VILLAGE taxes and  
**WHEREAS**, attached hereto as EXHIBIT "B," and made part hereof, is the  
other municipality; and

**WHEREAS**, the PROPERTY is not contiguous to the corporate limits of any  
the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and  
**WHEREAS**, the PROPERTY is currently situated within the corporate limits of  
as the "PROPERTY"); and

described on EXHIBIT "A" attached hereto and made part hereof (hereinafter referred to  
**WHEREAS**, the OWNER is the owner of certain real property, which is legally

**W I T N E S S E T H :**

"VILLAGE").

Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the  
made by L. Vincent Guyler (hereinafter referred to as OWNER), to the  
This Petition for Disconnection, dated this 3<sup>rd</sup> day of August, 2009, is

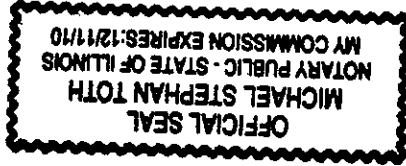
**PETITION FOR DISCONNECTION  
FROM THE VILLAGE OF LOMBARD  
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 3rd day of August, 2009.

By: [Signature]  
Name: MICHAEL TOTH  
Title: \_\_\_\_\_

OWNER: C. VINCENT GUYLOR  
By: [Signature]  
Name: C. VINCENT GUYLOR  
Title: OWNER

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



Notary Public

*[Handwritten Signature]*

My Commission expires December 11, 2010

2009. GIVEN under my hand and Notary Seal this 3rd day of August

I, the undersigned, a Notary Public, in and for the County and State aforesaid,  
DO HEREBY CERTIFY that the above-named Gr. Vincent Currier and  
personally known to me to be the  
of OWNER,  
and also personally known to me to be the same persons whose names are subscribed  
to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_  
of OWNER, \_\_\_\_\_, appeared before me this day in person and  
acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_  
OWNER, \_\_\_\_\_, they signed and delivered the said  
instrument, as their free and voluntary act, on behalf of OWNER,  
\_\_\_\_\_ for the uses and purposes therein set forth.

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY,  
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2**

**1. PARCEL #1:**

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE  
NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER  
WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF  
AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN  
DUPAGE COUNTY, ILLINOIS,  
AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE  
CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF  
AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING  
THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18  
FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING  
WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE  
CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE  
CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20  
FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE  
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OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST,  
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THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF  
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MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH  
LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET  
TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH  
24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037

COMMON ADDRESS: 712 W. Hill Ave, Lombard, Illinois.

**2. PARCEL #2:**

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.L.N.: 05-12-207-038

COMMON ADDRESS: 700-710 W. Hill Ave, Lombard, Illinois.

EXHIBIT "B"

COUNTY CLERK CERTIFICATION  
THAT ALL VILLAGE OF LOMBARD  
TAXES AND ASSESSMENTS ARE PAID

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:  
THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12) THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALLY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: \_\_\_\_\_ 05-12-207-037 \_\_\_\_\_

COMMON ADDRESS: \_\_\_\_\_ 712 W. Hill Ave, Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE  
NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER  
WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF  
AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN  
DUPAGE COUNTY, ILLINOIS,  
AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE  
CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF  
AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE  
WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A  
POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG  
THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO  
THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE  
IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. &  
MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY  
RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE  
EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS  
OF 3,337.21 FEET (DEED, 3,337.38=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16  
MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH  
LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS  
16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF  
176.18 FEET (DEED, 176.22=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY  
OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST  
CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT  
OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS  
NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.L.N.: 05-12-207-038

COMMON ADDRESS: 700-710 W. Hill Ave, Lombard, Illinois.

Gary A. King,  
Dupage County Clerk

By: *[Signature]*  
Name: Gary A King  
Title: County Clerk  
Date: 9/1/09

(SEAL)

(see attached)

PLAT OF DISCONNECTION

EXHIBIT B

Ordinance No. \_\_\_\_\_  
Hill Avenue Disconnection





# PLAT OF DISCONNECT

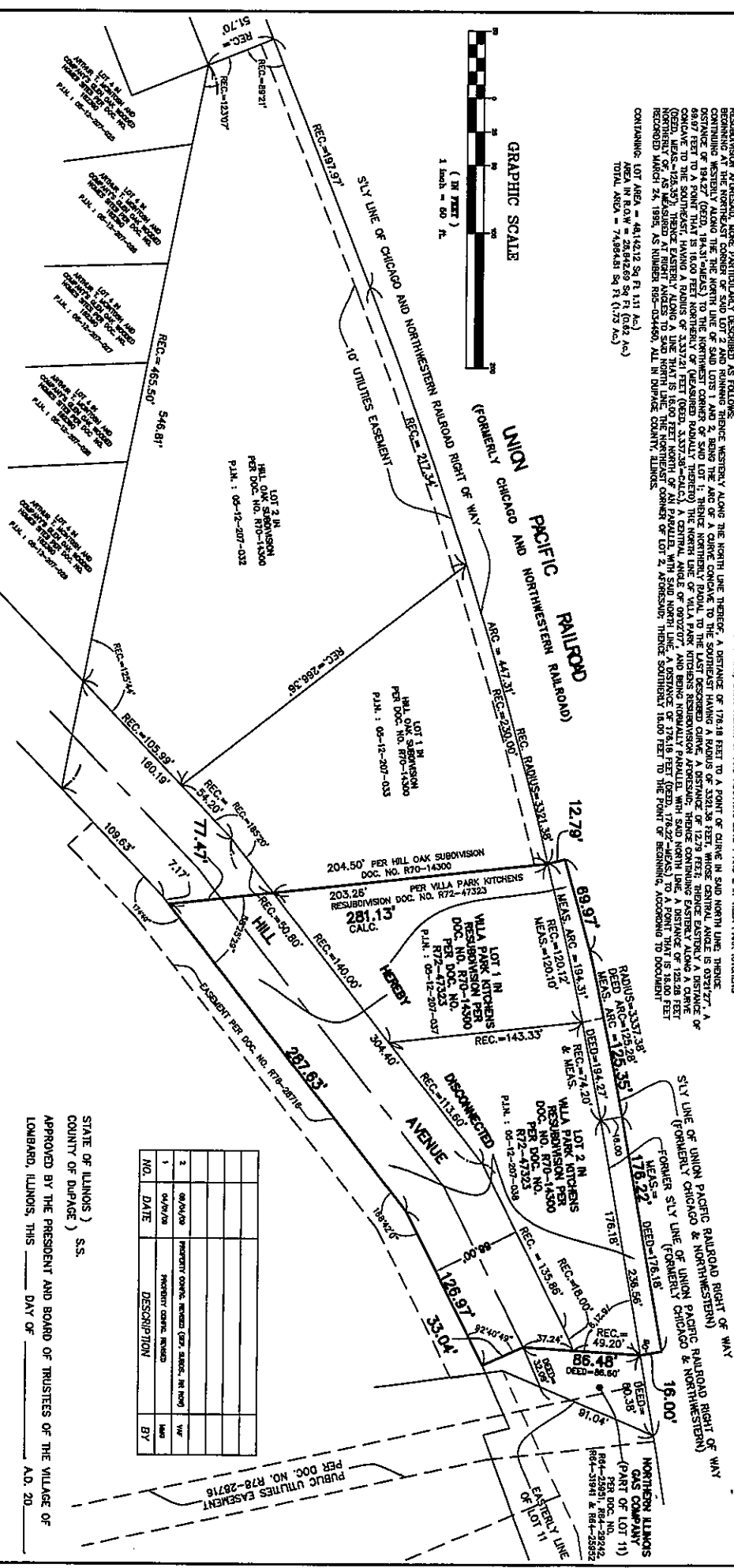
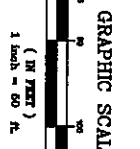
FROM THE VILLAGE OF LOMBARD, ILLINOIS

## LEGAL DESCRIPTION

LOTS 1 AND 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE AGREEMENT QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER 872-4221, TOGETHER WITH THAT PART OF THE EASEMENT RIGHT OF WAY LINED SOUTHWESTERN OF AND ABUTTING SAID LOTS 1 AND 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOTS 1 AND 2 IN VILLA PARK KITCHENS RESUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE, THENCE DISTANCE OF 184.27' (BEAD, 184.27' - CHANGING TO THE EAST BEARING CURVE HAVING A RADIUS OF 3321.36 FEET, BEING CENTRAL ANGLE IS 02°27', A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED PARALLEL THERETO) THE NORTH LINE OF VILLA, THENCE WESTERLY ALONG SAID NORTH LINE A DISTANCE OF 14.8 FEET TO THE POINT OF BEGINNING, HAVING A RADIUS OF 2337.21 FEET (BEAD, 2337.21' - CALC.), A CENTRAL ANGLE OF 09°07', AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE A DISTANCE OF 16.00 FEET FROM SAID POINT OF BEGINNING. ALONG A LINE THAT IS 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (BEAD, 176.22' - MEAS.) TO A POINT THAT IS 18.00 FEET FROM SAID POINT OF BEGINNING, ALONG A LINE THAT IS 16.00 FEET NORTH OF SAID NORTH LINE, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1955, AS NUMBER 855-04460, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: LOT 1 ARE: 48,142.20 Sq. Ft. (1.11 Ac.)  
 LOT 2 ARE: 27,244.82 Sq. Ft. (0.62 Ac.)  
 TOTAL AREA = 75,387.02 Sq. Ft. (1.73 Ac.)



NO.	DATE	DESCRIPTION	BY
1	04/14/09	PREPARED FOR THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, ILLINOIS	GENITILE & ASSOCIATES, INC.
2	04/14/09	PROCESSED FOR THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, ILLINOIS	GENITILE & ASSOCIATES, INC.

ORDERED BY: VILLAGE OF LOMBARD, DEPARTMENT OF COMMUNITY DEVELOPMENT  
 255 E. WILSON ROAD  
 LOMBARD, ILLINOIS 60148

RETURN TO: VILLAGE OF LOMBARD  
 255 E. WILSON ROAD  
 LOMBARD, ILLINOIS 60148



**GENITILE & ASSOCIATES, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 550 E. ST. CHARLES PLACE  
 LOMBARD, ILLINOIS 60148  
 PHONE (630) 910-8282  
 FAX (630) 910-8284

PREPARED FOR: VILLAGE OF LOMBARD DEPT. OF COMMUNITY DEVELOPMENT  
 DRAWN BY: [Name]  
 ORDER NO.: 09-19812-09PLAT OF DISCONNECT  
 LANSING PROFESSIONAL LAND SURVEYORS  
 1511 CENTRE ST. WILSONVILLE, IL 61880

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

APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20 \_\_\_\_\_

DIRECTOR OF COMMUNITY DEVELOPMENT, VILLAGE OF LOMBARD

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

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20 \_\_\_\_\_

PRESIDENT \_\_\_\_\_

VILLAGE CLERK \_\_\_\_\_

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

WE, GENITILE AND ASSOCIATES, INC. HEREBY CERTIFY THAT THIS PLAT HAS BEEN PREPARED AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED FOR THE PURPOSE OF AMENEXATION FROM AVAILABLE RECORDS TO THE VILLAGE OF LOMBARD, ILLINOIS.

FEBRUARY 10, \_\_\_\_\_ A.D. 20 09

BY: \_\_\_\_\_

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. \_\_\_\_\_  
 MY LICENSE EXPIRES NOVEMBER 30, 2010.



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

I further certify that attached hereto is a

copy of PETITION FOR DISCONNECTION

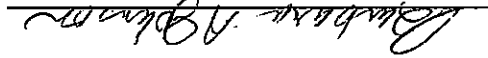
FROM THE VILLAGE OF LOMBARD PURSUANT TO THE

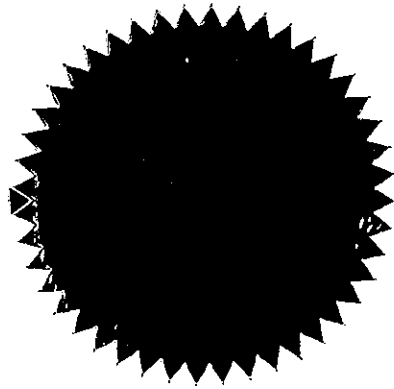
PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 712 W. HILL

PIN:05-12-207-037 AND 700-710 W. HILL PIN: 05-12-207-038

of the said Village as it appears from the official records of said Village duly approved August 3, 2009.

**In Witness Whereof**, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, DuPage County, Illinois this 2<sup>nd</sup> day of September, 2009.

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



PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.  
the VILLAGE take all necessary and appropriate actions required to disconnect the  
NOW, THEREFORE, the OWNERS hereby specifically petition and request that

VILLAGE;

WHEREAS, the OWNERS desire to disconnect the PROPERTY from the  
assessments relative to the PROPERTY have been paid in full; and  
certificate of the DuPage County Clerk, showing that all VILLAGE taxes and  
WHEREAS, attached hereto as EXHIBIT "B," and made part hereof, is the  
other municipality; and

WHEREAS, the PROPERTY is not contiguous to the corporate limits of any  
the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and

WHEREAS, the PROPERTY is currently situated within the corporate limits of  
as the "PROPERTY"; and


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

**W I T N E S S E T H :**

"VILLAGE").

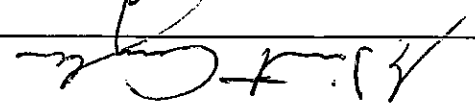
Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the  
made by L. Vincent Colyer (hereinafter referred to as OWNER), to the  
This Petition for Disconnection, dated this 3<sup>rd</sup> day of August, 2009, is

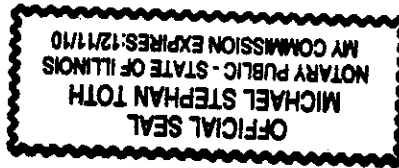
**PETITION FOR DISCONNECTION  
FROM THE VILLAGE OF LOMBARD  
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

By:   
 Name: Michael Tom  
 Title: \_\_\_\_\_

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 3rd day of August, 2009.

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

OWNER: Valent Quirk  
 By:   
 Name: Valent Quirk  
 Title: OWNER



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

*[Handwritten Signature]*

My Commission expires December 11, 2010.

GIVEN under my hand and Notary Seal this 3RD day of August, 2009.

I, the undersigned, a Notary Public, in and for the County and State aforesaid,  
DO HEREBY CERTIFY that the above-named G. Vincent Cooper and  
\_\_\_\_\_, personally known to me to be the  
\_\_\_\_\_, of OWNER,  
and also personally known to me to be the same persons whose names are subscribed  
to the foregoing instrument as such \_\_\_\_\_ and  
of OWNER, appeared before me this day in person and  
acknowledged that as such \_\_\_\_\_ and  
OWNER, they signed and delivered the said  
instrument, as their free and voluntary act, on behalf of OWNER,  
\_\_\_\_\_, for the uses and purposes therein set forth.

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

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY,  
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE  
NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER  
WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF  
AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN  
DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE  
CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF  
AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING  
THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18  
FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING  
WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE  
CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE  
CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20  
FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE  
POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE  
OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST,  
HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04  
MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12')  
THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF  
12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS  
16.00 FEET NORTHERLY OF (MEASURED RADially THERETO) THE NORTH LINE  
OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING  
EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS  
OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52  
MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH  
LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET  
TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH  
24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.L.N.: \_\_\_\_\_ 05-12-207-037 \_\_\_\_\_;

COMMON ADDRESS: \_\_\_\_\_ 712 W. Hill Ave, Lombard, Illinois.

**2. PARCEL #2:**

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.L.N.: 05-12-207-038

COMMON ADDRESS: 700-710 W. Hill Ave, Lombard, Illinois.

**EXHIBIT "B"**

**COUNTY CLERK CERTIFICATION  
THAT ALL VILLAGE OF LOMBARD  
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

**1. PARCEL #1:**

**LEGAL DESCRIPTION:**

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:  
THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12) THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADially THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037

COMMON ADDRESS: 712 W. Hill Ave, Lombard, Illinois.



(SEAL)

By: *Gary A. King*  
 Gary A. King,  
 DuPage County Clerk

Name: *Gary A. King*

Title: *County Clerk*

Date: *9/1/09*

COMMON ADDRESS: 700-710 W. Hill Ave, Lombard, Illinois.

P.I.N.: 05-12-207-038

NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.  
 OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS  
 CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT  
 OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST  
 176.18 FEET (DEED, 176.22=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY  
 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF  
 LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS  
 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH  
 OF 3.337.21 FEET (DEED, 3.337.38=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16  
 EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS  
 RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE  
 MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY  
 IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. &  
 THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE  
 POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG  
 WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A  
 BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE  
 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AND ALSO:  
 DUPAGE COUNTY, ILLINOIS,  
 AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN  
 WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF  
 RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER  
 OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
 NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST  
 LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE

LEGAL DESCRIPTION:

**2. PARCEL #2:**





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

I further certify that attached hereto is a copy of ORDINANCE 6402

AN ORDINANCE DISCONNECTING CERTAIN  
PROPERTY FROM THE VILLAGE OF LOMBARD  
712 & 700-710 W. HILL AVENUE  
P.I.N.: 05-12-207-037 & 05-12-207-038

of the said Village as it appears from the official records of said Village duly approved October 15, 2009.

**In Witness Whereof**, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, DuPage County, Illinois this 19<sup>th</sup> day of October, 2009.

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

