

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE: August 29, 2012 (B of T) Date: September 6, 2012

TITLE: Pin Oak Community Center – Utility Connection Agreement

SUBMITTED BY: Department of Community Development *ML*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a resolution authorizing signature of Village President and Clerk on a Utility Connection Agreement for the property located at the southwest corner of Roosevelt Road and Lawler Avenue.

Please place this item on the September 6, 2012 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X \_\_\_\_\_ Date \_\_\_\_\_

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



## MEMORANDUM

**TO:** David A. Hulseberg, Village Manager

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

**DATE:** September 6, 2012

**SUBJECT:** Pin Oak Community Center – Utility Connection Agreement

Attached please find a draft utilities agreement for the proposed Pin Oak Community Center, proposed to be constructed by the property owner (Muslim Community Association of the Western Suburbs) at the southwest corner of Roosevelt Road and Lawler Avenue. The petitioner is requesting approval of the agreement in order to connect to the Village's public water and sanitary sewer services to facilitate their development proposal which was approved by DuPage County last year.

The agreement incorporates the representations previously made by Village staff and by the Village Board when the concept agreement was shared with the Village Board at its May 17, 2012 meeting. Key elements of the agreement are:

- The Village will allow for the extension of existing water main and sanitary sewer lines to accommodate the development. Costs associated with the extension would be borne by the applicant/developer.
- The right to apply for recapture for any benefitting parties as set forth within the agreement and in a form consistent with the Village's past practice.
- To address cost constraints, the agreement sets forth provisions to not object to any connection to the Glen Ellyn sanitary sewer system on a temporary basis until such time that sewer connections are available to the site or a ten year period has elapsed, whichever comes first.
- While the agreement does not address annexation and zoning matters directly, the agreement does provide for the owner to apply for annexation upon the Village's request.
- Transfer of ownership would require utility connections.
- Clarification regarding material changes to the plan to address both parties concern that the development project is consistent with the intent of the utility agreement, but not so restrictive that it precludes aesthetic modifications.
- Reimbursement of Legal Fees and Expenses is included in the Agreement.

September 6, 2012  
MCAWS/Pin Oak Utilities Agreement  
Page 2

**ACTION REQUESTED**

Please place this item on the September 6, 2012 Village Board meeting for consideration and approval.

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**RESOLUTION**  
**R \_\_\_\_\_ 13**

**A RESOLUTION AUTHORIZING SIGNATURE  
OF PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard has received a an Agreement between the Village of Lombard and Pin Oak Community Center (Muslim Community Association of the Western Suburbs) for a Water and Sanitary Sewer Service Agreement as attached hereto and marked Exhibit "A"; and

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

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

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Village President

Attest:

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

**WATER AND SANITARY SEWER SERVICE AGREEMENT  
FOR PIN OAK COMMUNITY CENTER**

**THIS AGREEMENT** (hereinafter referred to as the “AGREEMENT”) is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Village of Lombard, a municipal corporation of the County of DuPage, State of Illinois (hereinafter referred to as the “VILLAGE”), and the Pin Oak Community Center (Muslim Community Association of the Western Suburbs), (hereinafter referred to as “PIN OAK”). The VILLAGE and PIN OAK are hereinafter sometimes individually referred to herein as a “Party”, and collectively as the “Parties”.

**WITNESSETH**

**WHEREAS**, PIN OAK is the owner of or in a financing arrangement to own real estate located at the southwest corner of Roosevelt Road and Lawler Avenue in unincorporated Lombard, on the addresses including but not limited to 807 West Roosevelt Road, 1208 South Lawler Avenue, 1210 South Lawler Avenue, 1S055 Valley Road, and Lots 3-5 of the Glenbard Acres subdivision (cumulatively referred to as “SUBJECT PROPERTY”); said property legally described in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, PIN OAK has received various zoning and development entitlements through DuPage County for the construction, operation, use, and maintenance of a religious facility on the SUBJECT PROPERTY, as set forth within DuPage County zoning petition Z10-076 (hereinafter referred to as the “Development Petition”); and

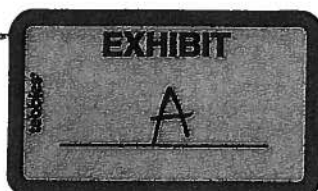
**WHEREAS**, the SUBJECT PROPERTY is located within the VILLAGE’S extraterritorial jurisdiction and is contiguous to the VILLAGE’S corporate limits; and

**WHEREAS**, the VILLAGE adopted Resolution No. 9-12 on June 16, 2011, objecting to the Development Petition as proposed, as a result of the lack of public water and sanitary sewer infrastructure and connections being contemplated as part of the Development Petition, with the VILLAGE taking the position that the proposed plan for the religious institution use “should provide full public improvements” identified by the VILLAGE as public water and sewer services; and

**WHEREAS**, to address the VILLAGE’S aforementioned objection, PIN OAK desires to connect to sanitary sewer and public water for the convenience and comfort of its members; and

**WHEREAS**, the VILLAGE owns and operates a public water system that could be extended to adequately serve the SUBJECT PROPERTY, with the nearest VILLAGE owned and operated public water mains being located at 725 East Roosevelt Road, at the Pinebrook subdivision, South of the Glenbard Acres subdivision; and

**WHEREAS**, the Village of Glen Ellyn (hereinafter referred “GLEN ELLYN”) owns and operates a sanitary sewer system North of the SUBJECT PROPERTY, on the North side of the Roosevelt Road right-of-way, to which PIN OAK may also connect subject to the provisions of



and approval by the VILLAGE and GLEN ELLYN, as set forth within Lombard Ordinance No. 4371, "Authorizing a Common Boundary Agreement Between the Village of Lombard and the Village of Glen Ellyn, "adopted April 22, 1996, as further updated and amended by the VILLAGE and GLEN ELLYN during 2012 (hereinafter referred to as the "Boundary Agreement");

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

### **1. PUBLIC WATER CONNECTION**

The VILLAGE and PIN OAK represent and warrant to each other as follows:

- A. The VILLAGE owns and operates a public water distribution system.
- B. The VILLAGE has sufficient capacity to provide and will provide potable water to the SUBJECT PROPERTY, such service to be substantially the same as provided to other comparable single-family and commercial areas in the VILLAGE, being provided with water by the VILLAGE in terms of quantity, pressure, quality and cost.
- C. The VILLAGE will provide the opportunity for PIN OAK to connect to its public water system at the aforementioned or other mutually agreed upon locations. If PIN OAK accepts this opportunity, it will construct mains and connections subject to the terms of this AGREEMENT and as necessary to adequately serve its facility at the SUBJECT PROPERTY, and such permission shall remain in effect:
  - i. irrespective of how PIN OAK obtains its zoning entitlement (including but not limited to a Conditional Use, Permitted Use, or a map amendment) by DuPage County;
  - ii. even if any entitlement is conditioned upon such connection;
  - iii. subject to the SUBJECT PROPERTY being developed in substantial compliance with the development plans submitted to DuPage County as part of Z10-076, a copy of which are attached hereto as Exhibit B and made a part hereof hereinafter referred to as the "Project");
  - iv. provided that any zoning and/or development entitlements provided by DuPage County are still in full force and effect; and
  - v. provided that the construction, connection and acceptance of the public watermain extensions and service connections to the SUBJECT PROPERTY have been completed within ten (10) years from the execution of this AGREEMENT.

For purposes of determining substantial compliance with the development plans referenced in Subsection C.iii. above, any architectural and site design modifications to the Project that do not increase the overall gross floor area of

the occupied building space, shall be deemed to be in substantial compliance with the development plans, provided that the Project is utilized as a religious institution (which shall also be a requirement of substantial compliance).

- D. PIN OAK and/or its contractors and assigns, shall apply for all necessary building, development and/or right-of-way construction permits from the VILLAGE as well as any other governmental entities having jurisdiction over any work associated with the watermain construction and water connection. Plans associated with said permits shall be designed in accordance with the VILLAGE'S Village Code, Specification Manual, and Subdivision and Development Ordinance, and specifications required of any other governmental entity having jurisdiction over said work.
- E. PIN OAK and/or its contractors and assigns, at their own and sole expense shall install water main extensions in accordance with the plans approved by the VILLAGE or any other governmental entity having jurisdiction over said work.
- F. PIN OAK shall pay all standard and customary VILLAGE water connection charges at the time of permit issuance by the VILLAGE.
- G. PIN OAK shall grant or dedicate all easements reasonably required by the VILLAGE for the construction of the necessary water main extensions serving the SUBJECT PROPERTY.

**2. SANITARY SEWER FACILITIES.**

The VILLAGE and PIN OAK represent and warrant to each other as follows:

- A. The VILLAGE owns and operates a sanitary sewer system within the VILLAGE which the VILLAGE represents has and will have the capacity to serve the SUBJECT PROPERTY, such service to be substantially the same as provided to other comparable single-family and commercial areas in the VILLAGE being provided such service by the VILLAGE in terms of quantity, quality, and cost.
- B. The VILLAGE sanitary system does not serve the SUBJECT PROPERTY with the closest point of connection to said system being a sanitary sewer line located South of the SUBJECT PROPERTY, within the Glenbard Avenue dedicated public right-of-way; said sewer line being approximately 1,300 linear feet South of the SUBJECT PROPERTY.
- C. GLEN ELLYN owns and operates a sanitary sewer line located within the Roosevelt Road right-of-way, North and West of the SUBJECT PROPERTY.
- D. The VILLAGE and GLEN ELLYN have entered into the Boundary

Agreement; with said Boundary Agreement providing that the VILLAGE may consent to the connection of selected properties to the GLEN ELLYN sanitary sewer lines, subject to certain terms and conditions as set forth within the Boundary Agreement.

- E. The VILLAGE will provide written consent, in the form of a Resolution adopted by the Corporate Authorities of the VILLAGE, to GLEN ELLYN to provide for a temporary sanitary sewer connection for PIN OAK'S facility proposed at the SUBJECT PROPERTY to GLEN ELLYN'S sanitary sewer system, with such consent being subject to the following conditions:
  - (i). PIN OAK shall, prior to receiving sanitary sewer service through the GLEN ELLYN'S sanitary sewer system, also connect to the VILLAGE'S public water system; and
  - (ii). PIN OAK shall design, construct and dedicate any such sanitary sewer connections and/or sanitary sewer lines, as required by the governmental entity/entities having jurisdiction over same, and shall be obligated to pay for any costs associated with the design, construction or operation of same.
  
- F. If, in the event that GLEN ELLYN does not permit connection to its sanitary sewer service, for any reason, and PIN OAK desires to connect to the VILLAGE'S public water system, then in place of that connection PIN OAK shall be obligated to connect to the sanitary sewer system of the VILLAGE, with the VILLAGE allowing PIN OAK to connect to its sanitary sewer system, subject to compliance with all VILLAGE codes and regulations applicable thereto.
  
- G. If PIN OAK connects to GLEN ELLYN'S sanitary sewer system, then recognizing the temporary nature of the connection to GLEN ELLYN'S sanitary sewer system, PIN OAK, and/or its successors and assigns, shall be obligated to disconnect from the GLEN ELLYN sanitary sewer, and connect to the VILLAGE'S sanitary sewer, under the first to occur of the following events:
  - (i) If a dedicated sanitary sewer line owned or operated by the VILLAGE is constructed and becomes available within 250 feet of SUBJECT PROPERTY, such length to be measured as the closest distance between the constructed line and the perimeter of the SUBJECT PROPERTY;
  - (ii) If any subsequent phases of the Project are constructed (i.e., Phase 2) and/or any additional buildings or building additions are constructed on the SUBJECT PROPERTY;
  - (iii) Upon the passage of ten (10) years from the initial date of occupancy of the PIN OAK Project; or
  - (iv) All, or any portion of the SUBJECT PROPERTY is sold, or title thereto is transferred, provided, however, that the use of title to the SUBJECT PROPERTY, as security for a



loan provided to PIN OAK, or to securing financing for the acquisition of the SUBJECT PROPERTY by PIN OAK, shall not be considered a sale of the SUBJECT PROPERTY, or the transfer of title thereto, under this subsection.

When the first of the provisions set forth in Paragraph G above occurs, the VILLAGE shall provide written notice to PIN OAK to connect to the VILLAGE's sanitary sewer system. Upon receipt of said notice, PIN OAK shall immediately take all actions as required to disconnect from GLEN ELLYN's sanitary sewer system and connect to the VILLAGE's sanitary sewer system within six (6) months of such written request, with reasonable extensions to be granted by VILLAGE if circumstances beyond PIN OAK's control cause delay and provided that PIN OAK has submitted its permit application for such connection within three (3) months of such written request. Said disconnection and connection shall be done in conformance with all applicable laws, rules and regulations. If in the event the SUBJECT PROPERTY is to be sold, or title thereto is to be otherwise transferred, PIN OAK shall inform the VILLAGE of said sale in writing prior to the closing.

3. **DEDICATION OF PUBLIC IMPROVEMENTS.** At such time that PIN OAK has completed any required public improvements that will be subject to the jurisdiction of the VILLAGE, in accordance with the submitted and approved plans and per the VILLAGE's Subdivision Ordinance regulations, and said public improvements have been inspected and approved by the VILLAGE Engineer, the VILLAGE shall accept said public improvements subject to the two (2) year maintenance guaranty provision of the Subdivision Ordinance.
4. **ANNEXATION.** PIN OAK and the VILLAGE both recognize that the SUBJECT PROPERTY is located within the VILLAGE's extra-territorial jurisdiction and is contiguous to the VILLAGE's corporate limits. PIN OAK will not request annexation of the SUBJECT PROPERTY to any municipality other than the VILLAGE, except by with the prior written consent of the VILLAGE.
5. **VILLAGE ASSISTANCE.** The VILLAGE represents that it will provide reasonable assistance from VILLAGE staff, including consultation, communication, and attendance at meetings, subject to VILLAGE staff availability, as PIN OAK pursues grants (such as Community Development Block Grants) or other means to offset the costs of the public improvements referenced in this AGREEMENT. Such assistance, however, shall not be interpreted to mandate VILLAGE support or approval, should PIN OAK seek approval from other entities for the Project. Except as provided in Section 2G above, the VILLAGE will, however, support time extensions, as otherwise required by the ordinances of DuPage County, to facilitate the Project and public improvements construction.

**6. GENERAL PROVISIONS.**

A. **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 the VILLAGE:                      President and Board of Trustees  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

With Copies to:                      Village Manager  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148  
and  
Director of Community Development  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148  
and  
Thomas P. Bayer  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606

If to PIN OAK :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With Copies to:                      Secretary  
Muslim Community Association of the  
Western Suburbs  
P.O. Box 2874  
Glen Ellyn, IL 60138

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

**B. Continuity of Obligations.**

This AGREEMENT and each and all of the covenants, obligations and conditions hereof, shall inure to the benefit of and be binding upon successors and assigns of PIN OAK, as covenants running with the SUBJECT PROPERTY, and shall inure to the benefit of and be binding upon the successors in office of the officers of the VILLAGE, and any successor municipal corporation of the VILLAGE.

**C. Remedies.** The VILLAGE and PIN OAK, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this AGREEMENT by either Party, or their successors or assigns, which default exists uncorrected for a period of thirty (30) days after written notice to the Party to such default, the Party seeking to enforce said provision shall have the right of specific performance and if said Party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the Parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the Parties, or their successor or successors.

**D. Conveyances.** Nothing contained in this AGREEMENT shall be construed to restrict or limit the right of PIN OAK to sell or convey all or any portion of the SUBJECT PROPERTY, whether improved or unimproved, except as otherwise specifically set forth herein. However, should such conveyance occur, the provisions and obligations as set forth herein shall remain in full force and effect.

**E. Survival of Representation.** 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.

**F. Captions and Paragraph Headings.** The captions and paragraph headings used herein are for convenience only and are not part of this AGREEMENT and shall not be used in construing it.

**G. Reimbursement to VILLAGE for Legal and Other Fees and Expenses.**

(i) To the Effective Date of AGREEMENT. PIN OAK, shall reimburse the VILLAGE for the following expenses incurred in the preparation and review of this AGREEMENT, and any ordinances, letters of credit or other documents relating to the

SUBJECT PROPERTY:

- (a) the costs incurred by the VILLAGE for engineering services, permitting fees, and construction costs;
- (b) all reasonable attorneys' fees incurred by the VILLAGE in connection with this AGREEMENT; and
- (c) miscellaneous VILLAGE expenses, such as legal publication costs, recording fees and copying expenses.

(ii) From and After Effective Date of AGREEMENT. Except as provided in this subsection, upon demand by VILLAGE made by and through its Director of Community Development, PIN OAK shall promptly reimburse VILLAGE for all reasonable expenses and costs incurred by VILLAGE in the administration of this AGREEMENT, including engineering fees, attorneys' fees and out-of-pocket expenses.

Such costs and expenses incurred by VILLAGE in the administration of the AGREEMENT shall be evidenced to PIN OAK upon its request, by a sworn statement of the VILLAGE; and such mutually agreed upon costs and expenses may be further confirmed by PIN OAK at its option from additional documents designated from time to time by PIN OAK relevant to determining such costs and expenses.

Notwithstanding the foregoing, PIN OAK shall in no event be required to reimburse VILLAGE or pay for any expenses or costs of VILLAGE as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by VILLAGE ordinances or otherwise.

(iii) In the event that any third party or parties institute any legal proceedings against PIN OAK and/or the VILLAGE, which relate to the terms of this AGREEMENT, and PIN OAK continues to desire to connect to VILLAGE public water services, then, in that event PIN OAK, on notice from VILLAGE shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (a) If PIN OAK no longer desires to connect to VILLAGE public water services and has made a decision not to connect, that it will continue to indemnify VILLAGE for any claims still remaining after such decision.
- (b) PIN OAK shall not make any settlement or compromise of

the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE; and

- (c) If the VILLAGE, in its reasonable discretion, determines there is, or may probably be, a conflict of interest between VILLAGE and PIN OAK, on an issue of importance to the VILLAGE having a potentially substantial adverse effect on the VILLAGE, then the VILLAGE shall have the option of being represented by its own legal counsel. In the event the VILLAGE exercises such option, then PIN OAK shall reimburse the VILLAGE, from time to time on written demand from the Director of Community Development and notice of the amount due, for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the VILLAGE in connection therewith.

The provisions set forth within this subsection (iii) shall not apply to any action arising out of the condition of either the water main or the sanitary sewer constructed by PIN OAK, that comes under the ownership and jurisdiction of the VILLAGE, upon the expiration of the two (2) year maintenance letter of credit period referenced in Section 3 above.

- (iv.) In the event the VILLAGE institutes legal proceedings against PIN OAK for violation of this AGREEMENT and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against PIN OAK all expenses of such legal proceedings incurred by VILLAGE, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the VILLAGE in connection therewith (and any appeal thereof). PIN OAK may, in its sole discretion, appeal any such judgment rendered in favor of the VILLAGE against PIN OAK. The rights grant to the VILLAGE pursuant to this subsection shall be reciprocal to PIN OAK.

- H. No Waiver or Relinquishment of Right to Enforce AGREEMENT.** Failure of either 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 the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of said Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

- I. **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.
- J. **Recording.** This AGREEMENT, upon signing by both Parties hereto, shall be recorded by the VILLAGE in the office of the Recorder of Deeds of DuPage County, Illinois. This AGREEMENT and any amendment thereto shall be recorded by the VILLAGE at the expense of PIN OAK.
- K. **Authorization to Execute.** The officers of PIN OAK executing this AGREEMENT warrant that they have been lawfully authorized by PIN OAK'S Board of Directors to execute this AGREEMENT on behalf of PIN OAK. The President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the Corporate Authorities of the VILLAGE to execute this AGREEMENT. PIN OAK and the 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 Parties.
- L. **Amendment.** This AGREEMENT sets forth all promises, inducements, agreements, conditions and understandings between the PIN OAK 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.
- M. **Counterparts.** This AGREEMENT may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.
- N. **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 the AGREEMENT shall control and govern.
- O. **Definition of VILLAGE.** When the term VILLAGE is used herein it shall be construed as referring to the Corporate Authorities of the VILLAGE unless the context clearly indicates otherwise.

- P. **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/she signs this AGREEMENT on Page 1 hereof, which date shall be the “Effective Date of this AGREEMENT.
  
- Q. **Term of AGREEMENT.** This AGREEMENT shall be in full force and effect for a term of twenty (20) years from and after the Effective Date of this AGREEMENT. However, in the event that both the public water main and final (VILLAGE owned) public sanitary sewer improvements have been constructed by PIN OAK, and have been accepted by the VILLAGE as set forth herein, upon expiration of the required two (2) year maintenance letter of credit period, as set forth in Section 3 above, this AGREEMENT shall terminate and become null and void. At such time, the VILLAGE shall send a notice to PIN OAK to confirm the termination of this AGREEMENT.
  
- R. **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.

7. **Recapture of Public Improvements Construction Costs.** The Parties recognize that PIN OAK may undertake public water main improvements, and possibly sanitary sewer improvements, as set forth in this AGREEMENT (hereinafter referred to as the “public improvements” in this Section). Pursuant to Section 154.307 of the VILLAGE’S Subdivision Ordinance, the VILLAGE shall allow for a recapture agreement relative to the public improvements in compliance with 65 ILCS 5/9-5-1 (hereinafter referred to as the “Recapture Agreement”); a copy of the format for said Recapture Agreement being attached hereto as Exhibit C and made part hereof. PIN OAK and the VILLAGE will enter into the Recapture Agreement pursuant to which PIN OAK shall be entitled to recapture a portion of its costs incurred relative to the public improvements construction from properties adjacent to the proposed public improvements which are constructed by PIN OAK, and will benefit from said public improvements. Once the actual costs of construction are known for the public improvements, the VILLAGE shall enter into the Recapture Agreement with PIN OAK, with the dollar amount based upon the following formula:

(Frontage of the Property to the Public Improvement in Feet) / (Total Length of frontage along the PIN OAK constructed public improvement, inclusive of the SUBJECT PROPERTY) x Cost of the Public Improvements Recoverable Under Applicable Law as Certified by PIN OAK’S Engineer

For purposes hereof, the “cost of Public improvements” shall be defined as all of

the costs expended by PIN OAK in designing and constructing the public improvements that will become subject to the jurisdiction of the VILLAGE pursuant to this AGREEMENT. The Recapture Agreement shall be recorded against each of the affected parcels, at the expense of PIN OAK .

Additionally, PIN OAK, at its discretion, may waive its right to all or a portion of the dollar amount under the Recapture Agreement, in accordance with all applicable laws and regulations.

Said Recapture Agreement shall be for a period of twenty (20) years from the date the proposed public improvements have been accepted by the VILLAGE as part of the Village's watermain and/or sanitary sewer system(s).

**IN WITNESS WHEREOF**, the Parties hereto have caused this AGREEMENT to be executed the day and year first above written.

PIN OAK COMMUNITY CENTER (MUSLIM COMMUNITY ASSOCIATION OF THE WESTERN SUBURBS)

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

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

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

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

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

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

VILLAGE OF LOMBARD  
DU PAGE COUNTY, ILLINOIS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Brigitte O'Brien  
Village Clerk



**STATE OF ILLINOIS )  
COUNTY OF DU PAGE )**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that \_\_\_\_\_ and BRIGITTE O'BRIEN, personally known to me to be respectively the Village President and Village Clerk of the Village of Lombard, DuPage County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the said instrument as Village President and Clerk of said Village, and caused the corporate seal of said Village to be affixed thereto, pursuant to authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of said VILLAGE for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**STATE OF ILLINOIS )  
COUNTY OF DU PAGE )**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of PIN OAK, 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 acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_ they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of PIN OAK, of said \_\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

## **SCHEDULE OF EXHIBITS**

Exhibit A: Legal Description of Subject Property

Exhibit B: Development Plans (submitted as Part of Z10-076)

Exhibit C: Form Recapture Agreement

## Exhibit A: Legal Description of Subject Property

**ADDRESS AND/OR GENERAL LOCATION:** 807 West Roosevelt Road (Illinois Route 38), 1208 Lawler, 1210 Lawler, 1 S 055 Valley Road, Lots 3-5 Glenbard Acres, all in Lombard, Illinois.

**LEGAL DESCRIPTION:**

PARCEL I: LOT 2 IN BLOCK 5 IN GLENBARD ACRE HOMESITES, (EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAY PURPOSES BY ORDER ENTERED IN CASE 87ED101 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 32 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, 9.99 FEET; THENCE SOUTH 84 DEGREES 51 MINUTES 58 SECONDS WEST, 50.23 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE NORTH 0 DEGREES 32 MINUTES 15 SECONDS EAST ALONG SAID WEST LINE, 13.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 88 DEGREES 57 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 50.0 FEET TO THE POINT OF BEGINNING), IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 8, 1923 IN BOOK 10 OF PLATS, PAGE 36 AS DOCUMENT 162673, IN DUPAGE COUNTY, ILLINOIS.

PARCEL II: LOTS 3, 4 AND 5 IN BLOCK 5 IN GLENBARD ACRE HOMESITES, (EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAY PURPOSES BY ORDER ENTERED IN CASE 88ED030 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3 FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 32 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 3, 13.57 FEET; THENCE SOUTH 84 DEGREES 51 MINUTES 58 SECONDS WEST, 150.68 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE NORTH 0 DEGREES 32 MINUTES 15 SECONDS EAST ALONG SAID WEST LINE, 24.30 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH 88 DEGREES 57 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID LOTS 3, 4 AND 5, 150.00 FEET TO THE POINT OF BEGINNING), IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 8, 1993 IN BOOK 10 OF PLATS, PAGE 36 AS DOCUMENT 162673, IN DUPAGE COUNTY, ILLINOIS.

PARCEL III: THE EAST 150.0 FEET OF THE NORTH 150.0 FEET OF THE SOUTH 309.0 FEET OF LOT A IN THE DIVISION OF LOT 13 IN BLOCK 5 OF GLENBARD ACRE HOMESITES, A SUBDIVISION IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED APRIL 21, 1924 AS DOCUMENT 176629, IN DUPAGE COUNTY, ILLINOIS.

PARCEL IV: THAT PART OF LOT A IN THE DIVISION OF LOT 13 IN BLOCK 5 OF GLENBARD ACRE HOMESITES, DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT A AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A, 400 FEET TO THE SOUTHWEST CORNER OF SAID LOT A; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A 63.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT A, 226.0 FEET; THENCE NORTHEASTERLY ON A LINE WHICH FORMS AN ANGLE OF 45 DEGREES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE 15.80 FEET TO A LINE THAT IS PARALLEL WITH A ND 163 FEET WEST, MEASURED PARALLEL WITH THE SOUTH LINE OF LOT A FROM THE EAST LINE OF SAID LOT A; THENCE NORTH ALONG SAID PARALLEL LINE 85 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT A, 163 FEET TO THE EAST LINE OF SAID LOT; THENCE SOUTH ON SAID EAST LINE 159.0 FEET TO THE PLACE OF BEGINNING, IN THE EAST HALF OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1924 AS DOCUMENT 176629, IN DUPAGE COUNTY, ILLINOIS.

PARCEL V: LOT A (EXCEPT THE EAST 150.0 FEET OF THE NORTH 150.0 FEET OF THE SOUTH 309.0 FEET AND EXCEPT THAT PART OF LOT A DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT A AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A, 400 FEET TO THE SOUTHWEST CORNER OF SAID LOT A; THENCE NORTH

ALONG THE WEST LINE OF SAID LOT A 63.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT A, 226.0 FEET; THENCE NORTHEASTERLY ON A LINE WHICH FORMS AN ANGLE OF 45 DEGREES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE 15.80 FEET TO A LINE THAT IS PARALLEL WITH AND 163 FEET WEST, MEASURED PARALLEL WITH THE SOUTH LINE OF LOT A FROM THE EAST LINE OF SAID LOT A; THENCE NORTH ALONG SAID PARALLEL LINE 85 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT A, 163 FEET TO THE EAST LINE OF SAID LOT; THENCE SOUTH ON SAID EAST LINE 159.0 FEET TO THE PLACE OF BEGINNING) ALL IN THE DIVISION OF LOT 13 IN BLOCK 5 OF GLENBARD ACRE HOMESITES, A SUBDIVISION IN SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID DIVISION RECORDED APRIL 21, 1924 AS DOCUMENT 176629, IN DUPAGE COUNTY, ILLINOIS.

PARCEL VI: LOT "E" IN DIVISION OF LOT 13 IN BLOCK 5 IN GLENBARD ACRES HOMESITES, A SUBDIVISION OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1924, AS DOCUMENT 176629, IN DUPAGE COUNTY, ILLINOIS.

PINS: 05-24-202-012, 05-24-202-018, 05-24-202-019, 05-24-202-020, 05-24-202-030, 05-24-202-032, 05-24-202-033, 05-24-202-034

**Exhibit B: Development Plans (submitted as Part of Z10-076 to DuPage County)**

(see Attached Pages)

**ZONING SCHEDULE:**

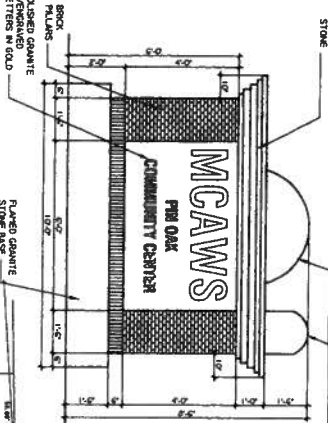
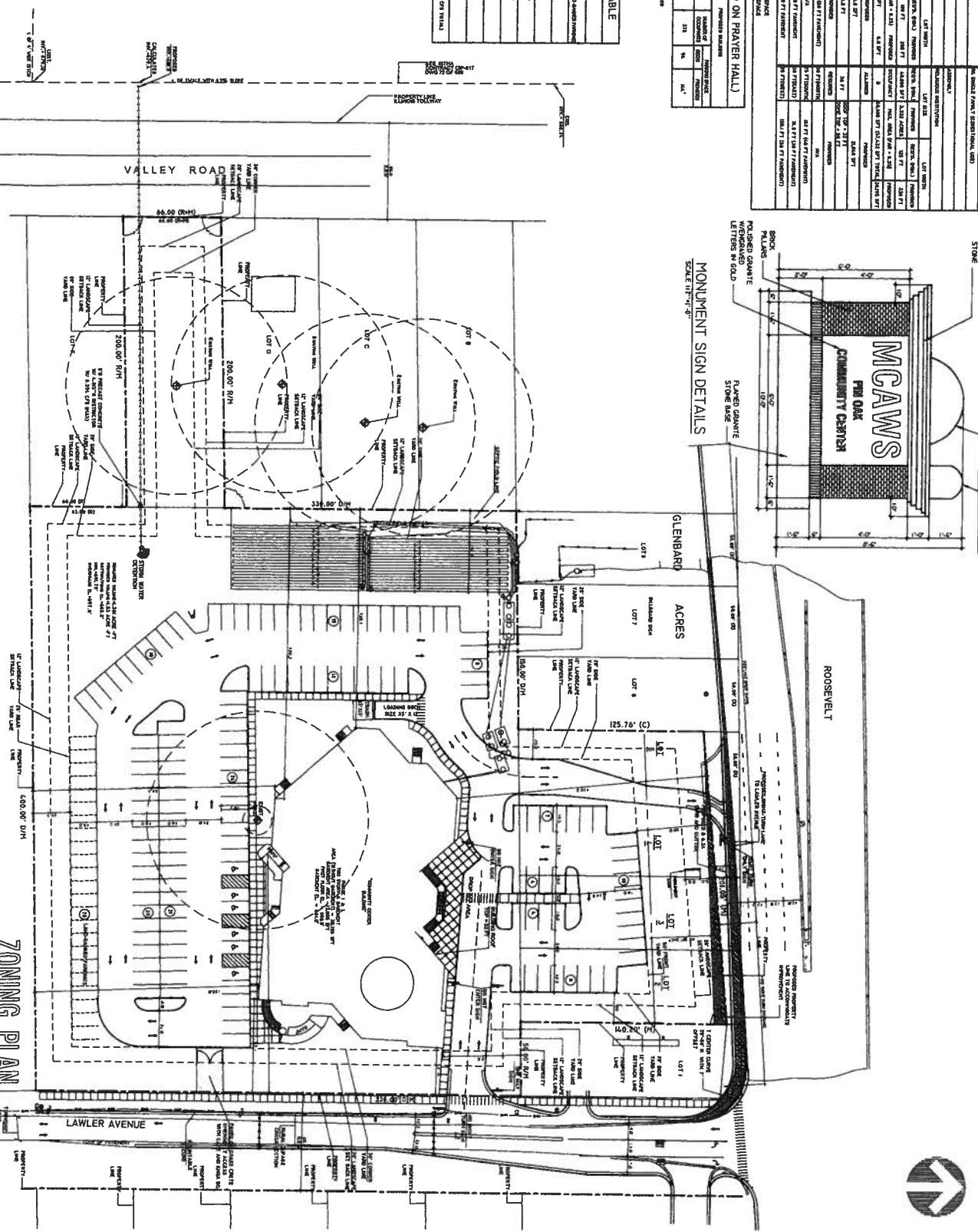
LET CLASSIFICATION	MINIMUM LOT AREA	MINIMUM FRONT YARD SETBACK	MINIMUM SIDE YARD SETBACK	MINIMUM REAR YARD SETBACK	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK	MINIMUM LOT WIDTH	MINIMUM LOT DEPTH	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK	MINIMUM LOT WIDTH	MINIMUM LOT DEPTH	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK
RESIDENTIAL SINGLE-FAMILY	10,000 SQ. FT.	35 FT.	5 FT.	5 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.
RESIDENTIAL TWO-FAMILY	12,000 SQ. FT.	35 FT.	5 FT.	5 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.
RESIDENTIAL MEDIUM-DENSITY	15,000 SQ. FT.	35 FT.	5 FT.	5 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.
RESIDENTIAL HIGH-DENSITY	18,000 SQ. FT.	35 FT.	5 FT.	5 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.
COMMERCIAL GENERAL	15,000 SQ. FT.	35 FT.	5 FT.	5 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.
COMMERCIAL OFFICE	15,000 SQ. FT.	35 FT.	5 FT.	5 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.
COMMERCIAL RETAIL	15,000 SQ. FT.	35 FT.	5 FT.	5 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.
COMMERCIAL INDUSTRIAL	15,000 SQ. FT.	35 FT.	5 FT.	5 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.	30 FT.	40 FT.	10 FT.	5 FT.	5 FT.

**PARKING CALCULATIONS (BASED ON PRAYER HALL)**

USE	PER 100 SQ. FT.	TOTAL AREA (SQ. FT.)	TOTAL SPACES
OFFICE	1	10,000	10
RETAIL	1	10,000	10
INDUSTRIAL	1	10,000	10
RESIDENTIAL	1	10,000	10
STREET	1	10,000	10
TOTAL			50

**STORM WATER MANAGEMENT TABLE**

WATER QUALITY	WATER QUALITY	WATER QUALITY	WATER QUALITY
WATER QUALITY	WATER QUALITY	WATER QUALITY	WATER QUALITY
WATER QUALITY	WATER QUALITY	WATER QUALITY	WATER QUALITY
WATER QUALITY	WATER QUALITY	WATER QUALITY	WATER QUALITY
WATER QUALITY	WATER QUALITY	WATER QUALITY	WATER QUALITY
WATER QUALITY	WATER QUALITY	WATER QUALITY	WATER QUALITY
WATER QUALITY	WATER QUALITY	WATER QUALITY	WATER QUALITY
WATER QUALITY	WATER QUALITY	WATER QUALITY	WATER QUALITY
WATER QUALITY	WATER QUALITY	WATER QUALITY	WATER QUALITY
WATER QUALITY	WATER QUALITY	WATER QUALITY	WATER QUALITY



**MONUMENT SIGN DETAILS**

SCALE: 1/4" = 1'-0"

**ZONING PLAN**  
SCALE: 1:30

DATE: 05/20/11  
SCALE: 1:30  
FILE NO: C1009550

**SHEET TITLE:**  
ZONING PLAN

**SHEET NO.:**  
Z-1

DESIGN: Jamshid Javadi  
DATE: 05/20/11  
DRAWN: Rabab Minnow  
CHECK: Jamshid Javadi

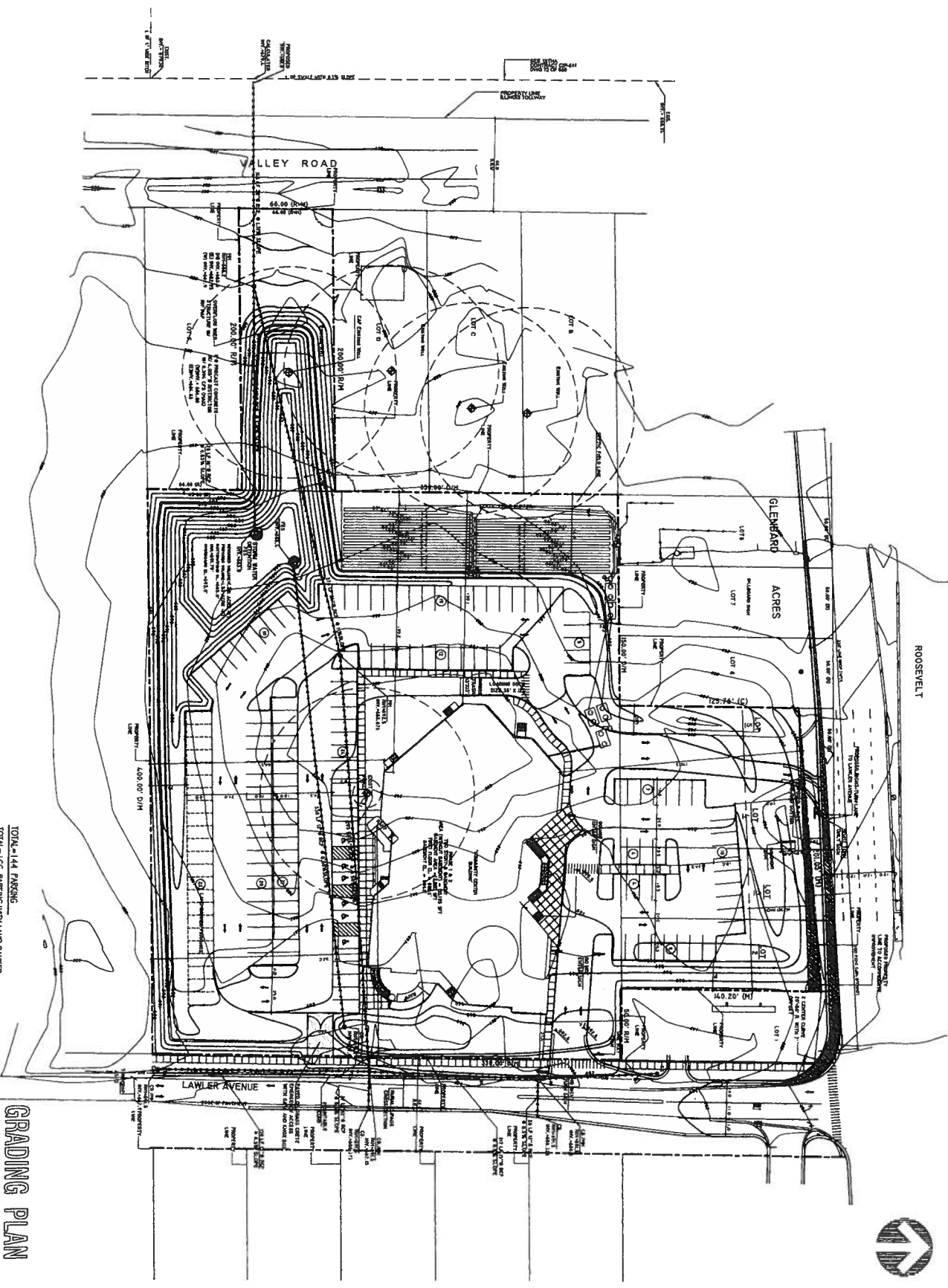
REVISIONS

NO.	DATE	DESCRIPTION

PROJECT: PIN OAK COMMUNITY CENTER  
807 W. ROOSEVELT ROAD, LOMBARD, IL 60148

**DOMESTRUCTURAL ENGINEERS**  
INCORPORATED

PROJECT: PIN OAK COMMUNITY CENTER  
807 W. ROOSEVELT ROAD, LOMBARD, IL 60148



TOTAL 144 PARKING  
 TOTAL 156 PARKING WITH LAND BANKED

**GRADING PLAN**  
 SOUL 1.30



SHEET No. C-1  
 COPYRIGHT © 2011  
 DOME DESIGNERS, INC.

SHEET TITLE  
 GRADING PLAN

DATE 06/20/11  
 SOUL 1.30  
 FILE NO. C100550

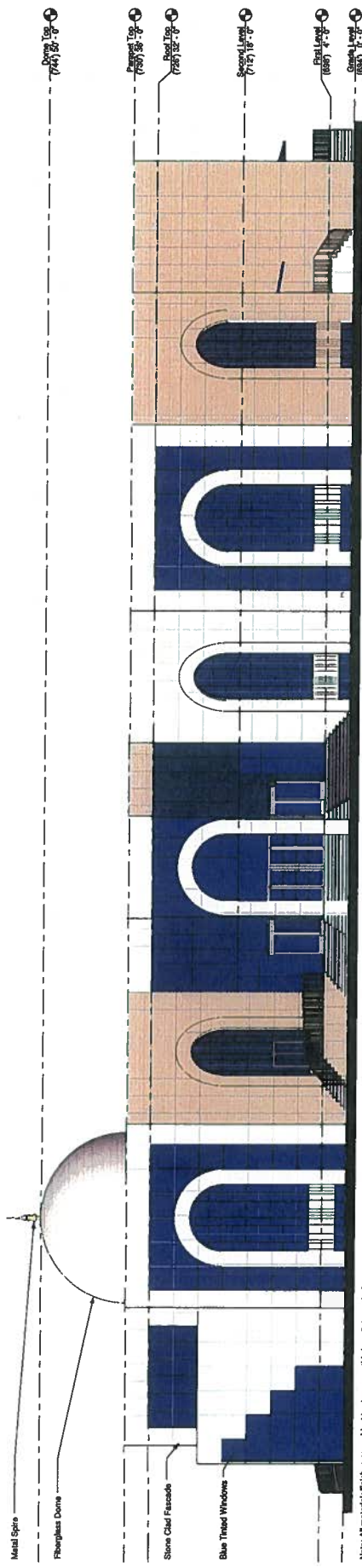
DATE 06/20/11  
 SOUL 1.30  
 FILE NO. C100550

DATE 06/20/11  
 SOUL 1.30  
 FILE NO. C100550

I hereby certify that these preliminary documents were prepared by me or under my supervision and to the best of my knowledge conform to the zoning codes of the County of DuPage, State of Illinois.  
 Jarral Jakkal

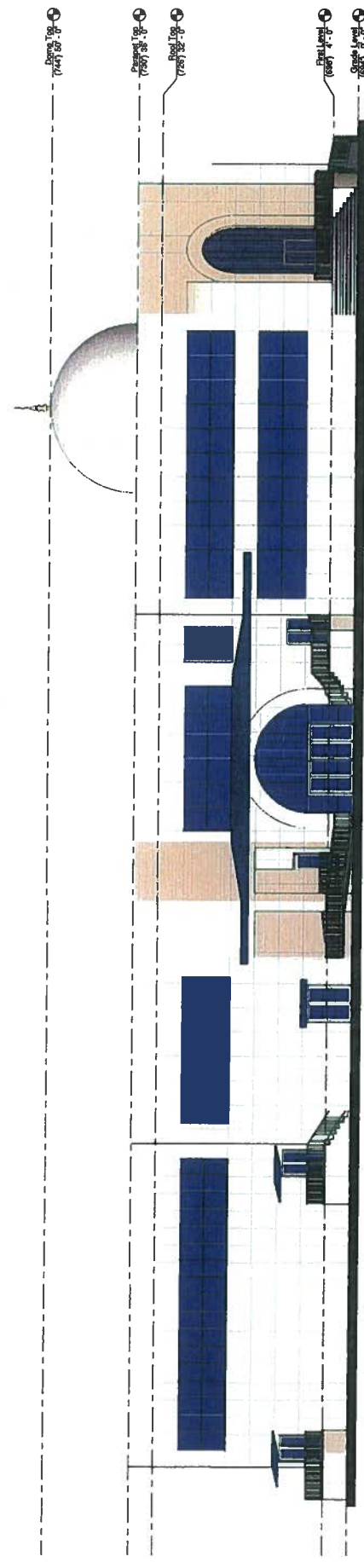
**DOME STRUCTURAL ENGINEERS**  
 CONSULTING ENGINEERS  
 6000 N. W. 11th St., Suite 100, Ft. Lauderdale, FL 33309  
 (954) 583-8800  
 PROJECT: PIN OAK COMMUNITY CENTER  
 807 W. ROOSEVELT ROAD, LOMBARD, IL 60148





1 North Building Elevation

Note: All materials/finishes are subject to change as this is a Schematic Concept Phase.



2 South Building Elevation

North & South Building Elevations

Roosevelt Rd & Lawler Ave.  
03-15-11  
© 2011 COLLABORATIVE DEVELOPMENT INC.



Collaborative Development  
Custom Residential & Commercial Designers  
Contact: 630.465.0196 info@colldev.com

**Exhibit C: Form Recapture Agreement**

**RECAPTURE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the VILLAGE OF LOMBARD, a municipal corporation of the County of DuPage, in the State of Illinois (hereinafter referred to as "VILLAGE'S and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as "DEVELOPER";

**WITNESSETH**

WHEREAS, the VILLAGE owns and operates a sanitary sewer collection system, storm water system, and water distribution system; and,

WHEREAS, the VILLAGE has jurisdiction over the construction, maintenance and repair of local streets and traffic control; and,

WHEREAS, the DEVELOPER is the owner of the following described property (hereinafter referred to as ("SUBJECT SITE')):

P.I.N.:

Commonly known as:

and

WHEREAS, the DEVELOPER intends to develop/has developed the SUBJECT SITE in accordance with its zoning classification under the VILLAGE'S Zoning Ordinance for \_\_\_\_\_ uses; and,

WHEREAS, the DEVELOPER intends to construct/has constructed the following public utilities relative to the development of the SUBJECT PROPERTY: \_\_\_\_\_

(hereinafter referred to as the "PUBLIC UTILITY IMPROVEMENTS'); and,

WHEREAS, all of the aforesaid construction will be carried out/has been carried out and completed in strict compliance with all VILLAGE ordinances and codes, and plans, and specifications approved by the VILLAGE; and,

WHEREAS, the cost for the aforesaid PUBLIC UTILITY IMPROVEMENTS is estimated to be/was \$ \_\_\_\_\_, which estimated cost/final cost has been reviewed and approved by the VILLAGE; and,

WHEREAS, the construction of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the DEVELOPER will, in addition to benefiting the SUBJECT SITE, also benefit the property located at \_\_\_\_\_ if and when said property is developed; and,

WHEREAS, the DEVELOPER should be reimbursed by the owners of said benefited property if and when it is developed; and,

WHEREAS, the DEVELOPER agrees to convey the title to all of the aforesaid PUBLIC UTILITY IMPROVEMENTS to the VILLAGE by a legally proper Bill of Sale;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and agreements herein contained, including, but not limited to, the construction of the aforesaid PUBLIC UTILITY IMPROVEMENTS, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That DEVELOPER will, at its sole expense, complete the construction of all the aforesaid PUBLIC UTILITY IMPROVEMENTS in conformance with the plans and specifications prepared by \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, and approved by the VILLAGE.

2. Upon acceptance of all of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the VILLAGE, the DEVELOPER shall convey to the VILLAGE, by a legally proper Bill of Sale, all of said PUBLIC UTILITY IMPROVEMENTS and appurtenances incidental thereto. Such conveyance shall be free and clear of all liens or encumbrances relative to said improvements. Upon acceptance of said PUBLIC UTILITY IMPROVEMENTS by the VILLAGE, the VILLAGE shall have complete control thereof including the determination of all future use and connections thereto, and shall be responsible for the operation, maintenance, repair and replacement of said PUBLIC UTILITY IMPROVEMENTS.

3. DEVELOPER'S estimated/actual costs for said PUBLIC UTILITY IMPROVEMENTS is made up of the following:

- |   |          |
|---|----------|
| 1. Water Main Construction                      | \$ _____ |
| 2. Storm Sewer Construction                     | \$ _____ |
| 3. Sanitary Sewer Construction                  | \$ _____ |
| 4. Roadway Construction                         | \$ _____ |
| 5. Traffic Signal Construction                  | \$ _____ |
| 6. Construction of Traffic Related Improvements | \$ _____ |
| 7. Engineering and Inspection Fees              | \$ _____ |

TOTAL \$ \_\_\_\_\_

The VILLAGE agrees to reimburse DEVELOPER for a portion of said total amount not to exceed \$ \_\_\_\_\_, said \$ \_\_\_\_\_ to be payable by the VILLAGE to the DEVELOPER solely and exclusively from collections from the owners of the property described on Exhibit "A", attached hereto and made part hereof, which will be benefited by the construction of said PUBLIC UTILITY IMPROVEMENTS by DEVELOPER if and when said property is developed (hereinafter the "BENEFITED PROPERTY"). The amounts to be collected in relation to each individual parcel, tract or lot shall be as set forth on Exhibit "A".

Said \$ \_\_\_\_\_ is to be collected by the VILLAGE from the owner(s) of said BENEFITED PROPERTY if and when said owner(s) apply to the VILLAGE for a building permit to develop said BENEFITED PROPERTY, or any portion thereof, or at such time as said owner(s) seek to connect to the storm and sanitary sewers and/or watermain constructed by DEVELOPER.

4. It is further understood and agreed to that under no circumstances will the General Fund of the VILLAGE be in any way obligated for said amount to be reimbursed to DEVELOPER, nor shall the VILLAGE be liable for its failure or neglect to collect said \$ \_\_\_\_\_ from the owner(s) of the BENEFITED PROPERTY described in Exhibit "A". The VILLAGE is only obligated to pay DEVELOPER from those funds the VILLAGE actually collects from the owner(s) of said BENEFITED PROPERTY.

5. This Agreement shall remain in full force and effect until the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; after said date the BENEFITED PROPERTY set forth in Exhibit "A" shall no longer be liable for payment of the \$ \_\_\_\_\_.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, that DEVELOPER shall not assign its interests under this Agreement without the prior written consent of the VILLAGE.

7. The VILLAGE is hereby authorized to record this Agreement with the Recorder of Deeds of DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed in duplicate by their duly authorized representatives all on the day and year first above written, pursuant to a proper resolution of the respective governing body of each party hereto.

VILLAGE OF LOMBARD

By: \_\_\_\_\_  
Village President

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Village Clerk

DEVELOPER

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

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Secretary