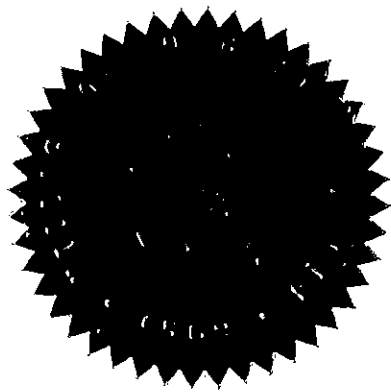


ORDINANCE 4494
 4495
 4496
 4497

PAMPHLET

FRONT OF PAMPHLET

AUTHORIZING AN ANNEXATION AGREEMENT,
ANNEXING, REZONING AND GRANTING
CONDITIONAL USES AND VARIATIONS FOR
2601 S. TECHNOLOGY DRIVE,
2701 S. TECHNOLOGY DRIVE
AND 2751 S. TECHNOLOGY DRIVE
HOMESTEAD VILLAGE SUBDIVISION,



PUBLISHED IN PAMPHLET FORM THIS 24TH DAY OF JUNE, 1998.
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.

Lorraine G. Gerhardt
Lorraine G. Gerhardt
Village Clerk

ORDINANCE 4494

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

PC 98-05: Homestead Village Subdivision
(2601 S. Technology Drive, 2701 S. Technology Drive
and 2751 S. Technology Drive)

(See also Ordinance No.(s) 4495, 4496, 4497)

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

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

WHEREAS, the developer and the legal owners of the lots of record, which are the subject of said Agreement, are ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and,

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on June 4, 1998.

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 the southeast corner of Technology Drive and Butterfield Road, Lombard, Illinois and legally described as follows:

PARCEL 1: ALL THAT PART OF TRACTS 3 AND 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE NORTHERLY LINE OF NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352 AND LYING WESTERLY OF THE WESTERLY

Ordinance No. 4494

Re: PC 98-05

Page 2

LINE OF FREED'S SUBDIVISION RECORDED SEPTEMBER 29, 1982 AS DOCUMENT R82-44604 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56) ALSO BEING THE NORTHERLY LINE OF SAID TRACTS 3 AND 4, 387.61 FEET TO THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 157.00 FEET TO THE NORTHWEST CORNER OF LOT 1 IN FREED'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1982 AS DOCUMENT R82-44604; THENCE SOUTH 11 DEGREES 59 MINUTES 06 SECONDS EAST, (SOUTH 11 DEGREES 59 MINUTES 53 SECONDS EAST, RECORD), ALONG THE WESTERLY LINE OF SAID LOT 1, 264.78 FEET (265.26 FEET, RECORD) TO A POINT ON THE NORTHERLY LINE OF THE AFOREMENTIONED NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY; THENCE SOUTH 61 DEGREES 19 MINUTES 27 SECONDS WEST (SOUTH 61 DEGREES 21 MINUTES 50 SECONDS WEST, RECORD), 59.79 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 17 DEGREES 02 MINUTES 58 SECONDS WEST (SOUTH 17 DEGREES 04 MINUTES 19 SECONDS WEST, RECORD), 177.84 FEET, TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE; THENCE NORTHERLY ALONG A NON-TANGENTIAL CURVE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 255.00 FEET, THE CHORD OF WHICH BEARS NORTH 18 DEGREES 34 MINUTES 00 SECONDS WEST, 57.73 FEET, AN ARC DISTANCE OF 57.86 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST, TANGENT TO SAID CURVE, 335.99 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED RECORDED AUGUST 11, 1958 AS DOCUMENT 890356 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56), 295.32 FEET TO THE NORTHEAST CORNER OF LOT 1, IN SHAW-BOEGER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO A POINT ON THE NORTHERLY LINE OF THE LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY WARRANTY DEED RECORDED SEPTEMBER 2, 1959 AS DOCUMENT 938352; THENCE NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, 195.54 FEET TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE, SAID POINT BEING THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17

Ordinance No. 4494

Re: PC 98-05

Page 3

DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG THE AFORESAID NORTHERLY LINE, 177.84 FEET; THENCE NORTH 61 DEGREES 19 MINUTES 27 SECONDS EAST (NORTH 61 DEGREES 21 MINUTES 50 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, 55.19 FEET (55.41 FEET, RECORD) TO THE NORTHEAST CORNER THEREOF, BEING ON THE EASTERLY LINE OF SAID TRACT 4; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE EAST LINE OF TRACT 4, A DISTANCE OF 154.44 FEET (154.01 FEET, RECORD) TO THE SOUTHEAST CORNER OF SAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHEAST CORNER OF SAID LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH 21 DEGREES 29 MINUTES 53 SECONDS WEST (SOUTH 21 DEGREES 23 MINUTES 36 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF SAID LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF SAID LAND CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION, 151.49 FEET TO THE EASTERLY LINE, ALONG A NON-TANGENTIAL CURVE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 255.00 FEET, THE CHORD OF WHICH BEARS NORTH 39 DEGREES 00 MINUTES 25 SECONDS WEST, 122.86 FEET, AN ARC DISTANCE OF 124.08 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 40 MINUTES WEST, 435.95 FEET TO A POINT; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 2138.37 FEET (2139.11 FEET, RECORD); THENCE NORTH 62 DEGREES 29 MINUTES 55 SECONDS EAST (NORTH 62 DEGREES 37 MINUTES 25 SECONDS EAST, RECORD), 312.49 FEET (313.05 FEET, RECORD); THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST (NORTH 20 DEGREES 37 MINUTES EAST, RECORD), ALONG A SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352, 392.30 FEET (400.00 FEET, RECORD) TO A POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED, SAID POINT BEING ON THE EAST LINE OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 68.35 FEET (63.18 FEET, RECORD); THENCE NORTH 61 DEGREES 19 MINUTES 27 SECONDS EAST (NORTH 61 DEGREES 42 MINUTES EAST, RECORD) 672.74 FEET (671.00 FEET, RECORD); THENCE SOUTH 30 DEGREES 04 MINUTES 40 SECONDS EAST (SOUTH 30 DEGREES 00 MINUTES EAST, RECORD), 39.45 FEET (39.70 FEET, RECORD); THENCE SOUTH 69 DEGREES 23 MINUTES 08 SECONDS EAST (SOUTH 69 DEGREES 23 MINUTES, RECORD), 396.79 FEET (403.62 FEET, RECORD); THENCE NORTH 64 DEGREES 13 MINUTES 11 SECONDS EAST (NORTH 65 DEGREES 37 MINUTES EAST, RECORD) 493.87 FEET; THENCE SOUTH 25 DEGREES 41 MINUTES 17 SECONDS EAST, 17.24 FEET TO A POINT ON THE NORTHERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993; THENCE SOUTH 64 DEGREES 18 MINUTES 43 SECONDS WEST, ALONG SAID NORTHERLY LINE OF TECHNOLOGY DRIVE 1343.89 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE RIGHT TANGENT TO THE LAST DESCRIBED COURSE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 255.00 FEET AN ARC DISTANCE OF 279.23 FEET TO A POINT ON THE

Ordinance No. 4494

Re: PC 98-05

Page 4

AFOREMENTIONED SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY; THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST 151.49 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 40 MINUTES WEST, 435.95 FEET TO A POINT; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 2138.37 FEET (2139.11 FEET, RECORD) TO THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; THENCE NORTH 62 DEGREES 29 MINUTES 55 SECONDS EAST (NORTH 62 DEGREES 37 MINUTES 25 SECONDS EAST, RECORD), 312.49 FEET (313.05 FEET, RECORD); THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST (NORTH 20 DEGREES 37 MINUTES EAST, RECORD), ALONG A SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352, 158.53 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, ALONG A NON-TANGENTIAL CURVE LEFT, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, THE CHORD OF WHICH BEARS SOUTH 86 DEGREES 12 MINUTES 22 SECONDS EAST, 329.74 FEET, AN ARC DISTANCE OF 344.75 FEET TO A POINT; THENCE NORTH 64 DEGREES 18 MINUTES 43 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, ALONG THE SOUTHERLY LINE OF AFORESAID TECHNOLOGY DRIVE, 1503.39 FEET TO A SOUTHEAST CORNER OF SAID TECHNOLOGY DRIVE; THENCE SOUTH 25 DEGREES 41 MINUTES 17 SECONDS EAST, ALONG THE SOUTHERLY EXTENSION OF AN EASTERLY LINE OF SAID TECHNOLOGY DRIVE, 2.36 FEET TO A POINT ON THE NORTHERLY LINE OF THE EAST-WEST TOLLWAY, INTERSTATE 88, FORMERLY INTERSTATE ROUTE 5; THENCE SOUTH 64 DEGREES 13 MINUTES 11 SECONDS WEST, ALONG SAID NORTHERLY LINE OF THE EAST-WEST TOLLWAY, 1339.97 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 11,334.15 FEET, AN ARC DISTANCE OF 883.84 FEET (879.27 FEET, RECORD) TO A POINT ON THE WEST LINE OF AFORESAID TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 16.56 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 6: THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED RECORDED AUGUST 11, 1958 AS DOCUMENT 890356 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS ROUTE 56), 295.32 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SHAW-BOEGER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897; THENCE SOUTH 12 DEGREES 03

Ordinance No. 4494

Re: PC 98-05

Page 5

MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO THE POINT OF BEGINNING ON THE NORTHERLY LINE OF THE LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY WARRANTY DEED RECORDED SEPTEMBER 2, 1959 AS DOCUMENT 938352; THENCE NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY 90.06 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, ALONG A NON-TANGENTIAL CURVE RIGHT, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, THE CHORD OF WHICH BEARS SOUTH 47 DEGREES 38 MINUTES 54 SECONDS EAST, 105.68 FEET, AN ARC DISTANCE OF 106.13 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH 21 DEGREES 29 MINUTES 53 SECONDS WEST (SOUTH 21 DEGREES 23 MINUTES 36 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, 158.53 FEET; THENCE SOUTH 62 DEGREES 29 MINUTES 55 SECONDS WEST (62 DEGREES 30 MINUTES 19 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, 18.34 FEET (19.57 FEET, RECORD); THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 03 MINUTES 50 SECONDS WEST, RECORD), 144.24 FEET (144.20 FEET, RECORD) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 7: ALL THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE NORTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352 AND LYING WESTERLY OF THE WESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993 AND LYING EASTERLY OF THE EASTERLY LINE OF LOT 1 IN SHAW-BOEGER SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56), ALSO BEING THE NORTHERLY LINE OF SAID TRACT 4, 295.32 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF BUTTERFIELD ROAD, ALSO BEING THE NORTHERLY LINE OF SAID TRACT 4, 2.97 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF AFORESAID TECHNOLOGY DRIVE; THENCE SOUTH 28 DEGREES 18 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY LINE 20.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST, 291.24 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID WESTERLY LINE, ALONG A CURVE RIGHT, CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 154.98 FEET TO A POINT ON THE NORTHERLY LINE OF THE AFORESAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY; THENCE SOUTH 17

Ordinance No. 4494

Re: PC 98-05

Page 6

DEGREES 02 MINUTES 58 SECONDS WEST (SOUTH 17 DEGREES 04 MINUTES 19 SECONDS, RECORD), ALONG SAID NORTHERLY LINE, 90.06 FEET TO A POINT ON THE EAST LINE OF AFORESAID LOT 1 IN SHAW-BOEGER SUBDIVISION; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 03 MINUTES 50 SECONDS WEST, RECORD), ALONG THE EASTERLY LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 8: THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 35 MINUTES EAST, ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 91.95 FEET; THENCE NORTH 12 DEGREES 05 MINUTES WEST ALONG THE WESTERLY LINE OF TRACT NO. 2 OF THE PLAT OF SURVEY OF THE BOEGER FARM SOUTH OF BUTTERFIELD ROAD, RECORDED AS DOCUMENT NUMBER 789439, AND THE SAME EXTENDED, A DISTANCE OF 2722.70 FEET TO A POINT IN THE NORTHERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED JUNE 24, 1958 AS DOCUMENT NUMBER 886497; THENCE EASTERLY ALONG THE NORTHERLY LINE, SAID NORTHERLY LINE FORMING AN ANGLE OF 73 DEGREES 47 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 671.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 42 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 82.54 FEET TO A POINT DISTANT 82.5 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, OF THE TRACT OF LAND SO CONVEYED BY DEED DATED JUNE 24, 1958; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 42 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 42.75 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 51 DEGREES 40 MINUTES TO THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 436.69 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 48 DEGREES 46 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 173.12 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 82.73 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 220.88 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 46 DEGREES 24 MINUTES TO THE LAST DESCRIBED COURSE A DISTANCE OF 395.79 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 39 DEGREES 18 MINUTES TO THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 39.45 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Parcel Nos.: 06-29-402-020, 06-29-402-024, 06-29-402-025, 06-28-103-013

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 4th day of June, 1998.

Ordinance No. 4494

Re: PC 98-05

Page 7

First reading waived by action of the Board of Trustees this 18th day of June, 1998.

Passed on second reading this ___ day of _____, 1998.

Ayes: Trustees Borgatell, Tross, Jaugilas, Kufrin and President Mueller

Nayes: None

Absent: Trustees Schaffer and Gatz

Approved this 18th day of June, 1998.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk

ORDINANCE 4495

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

PC 98-05: Homestead Village Subdivision
(2601 S. Technology Drive, 2701 S. Technology Drive
and 2751 S. Technology Drive)

(See also Ordinance No.(s) 4494, 4496 and 4497)

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

WHEREAS, there are no electors residing upon the territory hereinafter described; and

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

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

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

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

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

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B" and made a part hereof, and generally located at the southeast corner of Technology Drive and Butterfield Road, Lombard, Illinois and legally described as follows:

Ordinance No. 4495

Re: PC 98-05

Page 2

PARCEL 1: ALL THAT PART OF TRACTS 3 AND 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE NORTHERLY LINE OF NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352 AND LYING WESTERLY OF THE WESTERLY LINE OF FREED'S SUBDIVISION RECORDED SEPTEMBER 29, 1982 AS DOCUMENT R82-44604 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56) ALSO BEING THE NORTHERLY LINE OF SAID TRACTS 3 AND 4, 387.61 FEET TO THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 157.00 FEET TO THE NORTHWEST CORNER OF LOT 1 IN FREED'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1982 AS DOCUMENT R82-44604; THENCE SOUTH 11 DEGREES 59 MINUTES 06 SECONDS EAST, (SOUTH 11 DEGREES 59 MINUTES 53 SECONDS EAST, RECORD), ALONG THE WESTERLY LINE OF SAID LOT 1, 264.78 FEET (265.26 FEET, RECORD) TO A POINT ON THE NORTHERLY LINE OF THE AFOREMENTIONED NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY; THENCE SOUTH 61 DEGREES 19 MINUTES 27 SECONDS WEST (SOUTH 61 DEGREES 21 MINUTES 50 SECONDS WEST, RECORD), 59.79 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 17 DEGREES 02 MINUTES 58 SECONDS WEST (SOUTH 17 DEGREES 04 MINUTES 19 SECONDS WEST, RECORD), 177.84 FEET, TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE; THENCE NORTHERLY ALONG A NON-TANGENTIAL CURVE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 255.00 FEET, THE CHORD OF WHICH BEARS NORTH 18 DEGREES 34 MINUTES 00 SECONDS WEST, 57.73 FEET, AN ARC DISTANCE OF 57.86 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST, TANGENT TO SAID CURVE, 335.99 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED RECORDED AUGUST 11, 1958 AS DOCUMENT 890356 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56), 295.32 FEET TO THE NORTHEAST CORNER OF LOT 1, IN SHAW-BOEGER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES

Ordinance No. 4495

Re: PC 98-05

Page 3

03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO A POINT ON THE NORTHERLY LINE OF THE LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY WARRANTY DEED RECORDED SEPTEMBER 2, 1959 AS DOCUMENT 938352; THENCE NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, 195.54 FEET TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE, SAID POINT BEING THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG THE AFORESAID NORTHERLY LINE, 177.84 FEET; THENCE NORTH 61 DEGREES 19 MINUTES 27 SECONDS EAST (NORTH 61 DEGREES 21 MINUTES 50 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, 55.19 FEET (55.41 FEET, RECORD) TO THE NORTHEAST CORNER THEREOF, BEING ON THE EASTERLY LINE OF SAID TRACT 4; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE EAST LINE OF TRACT 4, A DISTANCE OF 154.44 FEET (154.01 FEET, RECORD) TO THE SOUTHEAST CORNER OF SAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHEAST CORNER OF SAID LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH 21 DEGREES 29 MINUTES 53 SECONDS WEST (SOUTH 21 DEGREES 23 MINUTES 36 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF SAID LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF SAID LAND CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION, 151.49 FEET TO THE EASTERLY LINE, ALONG A NON-TANGENTIAL CURVE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 255.00 FEET, THE CHORD OF WHICH BEARS NORTH 39 DEGREES 00 MINUTES 25 SECONDS WEST, 122.86 FEET, AN ARC DISTANCE OF 124.08 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 40 MINUTES WEST, 435.95 FEET TO A POINT; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 2138.37 FEET (2139.11 FEET, RECORD); THENCE NORTH 62 DEGREES 29 MINUTES 55 SECONDS EAST (NORTH 62 DEGREES 37 MINUTES 25 SECONDS EAST, RECORD), 312.49 FEET (313.05 FEET, RECORD); THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST (NORTH 20 DEGREES 37 MINUTES EAST, RECORD), ALONG A SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352, 392.30 FEET (400.00 FEET, RECORD) TO A POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED, SAID POINT BEING ON THE EAST LINE OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 68.35 FEET (63.18 FEET, RECORD); THENCE NORTH 61 DEGREES 19 MINUTES 27 SECONDS EAST (NORTH 61 DEGREES 42 MINUTES EAST, RECORD) 672.74 FEET (671.00 FEET, RECORD); THENCE SOUTH 30 DEGREES 04 MINUTES 40 SECONDS EAST (SOUTH 30 DEGREES 00 MINUTES EAST, RECORD), 39.45 FEET (39.70 FEET, RECORD); THENCE SOUTH

Ordinance No. 4495

Re: PC 98-05

Page 4

69 DEGREES 23 MINUTES 08 SECONDS EAST (SOUTH 69 DEGREES 23 MINUTES, RECORD), 396.79 FEET (403.62 FEET, RECORD); THENCE NORTH 64 DEGREES 13 MINUTES 11 SECONDS EAST (NORTH 65 DEGREES 37 MINUTES EAST, RECORD) 493.87 FEET; THENCE SOUTH 25 DEGREES 41 MINUTES 17 SECONDS EAST, 17.24 FEET TO A POINT ON THE NORTHERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993; THENCE SOUTH 64 DEGREES 18 MINUTES 43 SECONDS WEST, ALONG SAID NORTHERLY LINE OF TECHNOLOGY DRIVE 1343.89 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE RIGHT TANGENT TO THE LAST DESCRIBED COURSE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 255.00 FEET AN ARC DISTANCE OF 279.23 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY; THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST 151.49 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 40 MINUTES WEST, 435.95 FEET TO A POINT; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 2138.37 FEET (2139.11 FEET, RECORD) TO THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; THENCE NORTH 62 DEGREES 29 MINUTES 55 SECONDS EAST (NORTH 62 DEGREES 37 MINUTES 25 SECONDS EAST, RECORD), 312.49 FEET (313.05 FEET, RECORD); THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST (NORTH 20 DEGREES 37 MINUTES EAST, RECORD), ALONG A SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352, 158.53 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, ALONG A NON-TANGENTIAL CURVE LEFT, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, THE CHORD OF WHICH BEARS SOUTH 86 DEGREES 12 MINUTES 22 SECONDS EAST, 329.74 FEET, AN ARC DISTANCE OF 344.75 FEET TO A POINT; THENCE NORTH 64 DEGREES 18 MINUTES 43 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, ALONG THE SOUTHERLY LINE OF AFORESAID TECHNOLOGY DRIVE, 1503.39 FEET TO A SOUTHEAST CORNER OF SAID TECHNOLOGY DRIVE; THENCE SOUTH 25 DEGREES 41 MINUTES 17 SECONDS EAST, ALONG THE SOUTHERLY EXTENSION OF AN EASTERLY LINE OF SAID TECHNOLOGY DRIVE, 2.36 FEET TO A POINT ON THE NORTHERLY LINE OF THE EAST-WEST TOLLWAY, INTERSTATE 88, FORMERLY INTERSTATE ROUTE 5; THENCE SOUTH 64 DEGREES 13 MINUTES 11 SECONDS WEST, ALONG SAID NORTHERLY LINE OF THE EAST-WEST TOLLWAY, 1339.97 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 11,334.15 FEET, AN ARC DISTANCE OF 883.84 FEET (879.27 FEET, RECORD) TO A POINT ON THE WEST LINE OF AFORESAID TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 16.56 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

Ordinance No. 4495

Re: PC 98-05

Page 5

PARCEL 6: THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED RECORDED AUGUST 11, 1958 AS DOCUMENT 890356 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS ROUTE 56), 295.32 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SHAW-BOEGER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO THE POINT OF BEGINNING ON THE NORTHERLY LINE OF THE LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY WARRANTY DEED RECORDED SEPTEMBER 2, 1959 AS DOCUMENT 938352; THENCE NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY 90.06 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, ALONG A NON-TANGENTIAL CURVE RIGHT, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, THE CHORD OF WHICH BEARS SOUTH 47 DEGREES 38 MINUTES 54 SECONDS EAST, 105.68 FEET, AN ARC DISTANCE OF 106.13 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH 21 DEGREES 29 MINUTES 53 SECONDS WEST (SOUTH 21 DEGREES 23 MINUTES 36 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, 158.53 FEET; THENCE SOUTH 62 DEGREES 29 MINUTES 55 SECONDS WEST (62 DEGREES 30 MINUTES 19 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, 18.34 FEET (19.57 FEET, RECORD); THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 03 MINUTES 50 SECONDS WEST, RECORD), 144.24 FEET (144.20 FEET, RECORD) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 7: ALL THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE NORTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352 AND LYING WESTERLY OF THE WESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993 AND LYING EASTERLY OF THE

Ordinance No. 4495

Re: PC 98-05

Page 6

EASTERLY LINE OF LOT 1 IN SHAW-BOEGER SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56), ALSO BEING THE NORTHERLY LINE OF SAID TRACT 4, 295.32 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF BUTTERFIELD ROAD, ALSO BEING THE NORTHERLY LINE OF SAID TRACT 4, 2.97 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF AFORESAID TECHNOLOGY DRIVE; THENCE SOUTH 28 DEGREES 18 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY LINE 20.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST, 291.24 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID WESTERLY LINE, ALONG A CURVE RIGHT, CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 154.98 FEET TO A POINT ON THE NORTHERLY LINE OF THE AFORESAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY; THENCE SOUTH 17 DEGREES 02 MINUTES 58 SECONDS WEST (SOUTH 17 DEGREES 04 MINUTES 19 SECONDS, RECORD), ALONG SAID NORTHERLY LINE, 90.06 FEET TO A POINT ON THE EAST LINE OF AFORESAID LOT 1 IN SHAW-BOEGER SUBDIVISION; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 03 MINUTES 50 SECONDS WEST, RECORD), ALONG THE EASTERLY LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 8: THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 35 MINUTES EAST, ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 91.95 FEET; THENCE NORTH 12 DEGREES 05 MINUTES WEST ALONG THE WESTERLY LINE OF TRACT NO. 2 OF THE PLAT OF SURVEY OF THE BOEGER FARM SOUTH OF BUTTERFIELD ROAD, RECORDED AS DOCUMENT NUMBER 789439, AND THE SAME EXTENDED, A DISTANCE OF 2722.70 FEET TO A POINT IN THE NORTHERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED JUNE 24, 1958 AS DOCUMENT NUMBER 886497; THENCE EASTERLY ALONG THE NORTHERLY LINE, SAID NORTHERLY LINE FORMING AN ANGLE OF 73 DEGREES 47 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 671.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 42 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 82.54 FEET TO A POINT DISTANT 82.5 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, OF THE TRACT OF LAND SO CONVEYED BY DEED DATED JUNE 24, 1958; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 42 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 42.75 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 51 DEGREES 40 MINUTES TO THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 436.69 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 48 DEGREES 46 MINUTES TO THE

Ordinance No. 4495
Re: PC 98-05
Page 7

LEFT OF THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 173.12 FEET;
THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES
TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 82.73
FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00
MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 220.88 FEET
TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 46 DEGREES
24 MINUTES TO THE LAST DESCRIBED COURSE A DISTANCE OF 395.79 FEET TO A POINT;
THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 39 DEGREES 18 MINUTES
TO THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 39.45 FEET TO THE POINT OF
BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Parcel Nos.: 06-29-402-020, 06-29-402-024, 06-29-402-025, 06-28-103-013

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

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

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

Passed on first reading this 4th day of June, 1998.

First reading waived by action of the Board of Trustees this ____ day of _____,
1998.

Passed on second reading this ____ day of _____, 1998.

Ayes: Trustees Borgatell, Tross, Jaugilas and Kufrin

Nayes: None


Absent: Trustees Schaffer and Gatz

Ordinance No. 4495

Re: PC 98-05

Page 8

Approved this 18th, day of June, 1998.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk

m:\worduser\pccases\98\98-05\ordax.doc

2 OF 1

R98-171868

98 AUG 21 PM 3:45

120898;020298;031998;042398;051898;061598

homestead/annex

THIS DOCUMENT PREPARED BY:

RECORDER
DU PAGE COUNTY

Blaney

Henry S. Stillwell, III
Rathje, Woodward, Dyer & Burt
300 E. Roosevelt Road
P.O. Box 786
Wheaton, IL 60189

AFTER RECORDING RETURN TO:

Village of Lombard
Department of Community Development
255 E. Wilson Avenue
Lombard, IL 60148

(for Recorder's use only)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this 13th day of June, 1998, by and between the Village of Lombard, a municipal corporation ("Village"); Waste Management, Inc., a Delaware corporation and Northern Illinois Gas Company d/b/a NICOR Gas, an Illinois corporation ("Owner"); and Atlantic Homestead Village Limited Partnership, a Delaware limited partnership ("Developer");

WITNESSETH:

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

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

WHEREAS, Developer proposes to develop the Subject Property; and

WHEREAS, the Subject Property is adjacent to and contiguous to the existing corporate boundaries of the Village; and

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

WHEREAS, the Subject Property consists of approximately 11.65 acres of land and there are no electors residing thereon; and

*Pin #'s 06-29-402-020, 024, 025
06-29-201-009 + 06-28-103-013*

*P-a. Vacant land -
Butterfield Technology Dr.
Lombard, IL 60148*

CHARGE C.T.I.C. DUPAGE C# 9700237 L C# 98080205 ATALAS

*52 B
42
43*

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

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

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

WHEREAS, a public hearing was held on March 11, 1998 and May 13, 1998, for the purpose of considering whether the Subject Property should be rezoned, upon its annexation, from the R-1 Single Family Residence District to the "O" Office District with a conditional use for the Subject Property as a Planned Development and a conditional use for the Subject Property for the construction, operation and maintenance of two (2) hotels, one (1) restaurant and off-site parking, under the Lombard Zoning Ordinance, and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") their findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing on this Annexation Agreement ("Agreement") has been held by the Corporate Authorities on the 4th day of June, 1998; and

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

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Agreement, in order to make the same effective, have been held or taken, including all hearings and actions required in connection with amendments to and classifications under the Zoning Ordinance, such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

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

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

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

WHEREAS, the Plan Commission has recommended that certain variances or exceptions be granted from the Subdivision and Development Ordinance and/or Zoning Ordinance in accordance with the terms of this Agreement; and

WHEREAS, the Developer desires to have the Subject Property rezoned to the "O" Office District with a conditional use for the Subject Property as a Planned Development and a conditional use for the Subject Property for the construction, operation and maintenance of two (2) hotels and one (1) restaurant and off-site parking under the Lombard Zoning Ordinance ("Zoning Ordinance").

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

1. **Incorporation of Recitals:** The Village, Owner and Developer agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.
2. **Development of Subject Property:** Village, Owner and Developer agree that the Subject Property shall be developed in accordance with the terms of this Agreement and the exhibits attached hereto.
3. **Annexation:** Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, the parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village as promptly as practicable after the execution of this Agreement. The parties shall cause such annexation to be effected pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes.
4. **Zoning:** Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the entire Subject Property from the R-1 Single Family Residence District to the "O" Office District under the Lombard Zoning Ordinance, and a conditional use for the Subject Property as a Planned Development ("PD") with a conditional use for the construction, operation and maintenance of two (2) hotels, one (1) restaurant and off-site parking.
5. **Site Plan Approval:** Developer shall develop the Subject Property in substantial compliance with the Site Plan attached hereto as EXHIBIT B and entitled "Architectural Site Plan", prepared by Archiplan International, Ltd., as last revised on March 24, 1998 ("Site Plan"), which Site Plan is hereby incorporated by reference as the same shall be approved by the Village (with any modifications thereto). In addition, the Subject Property shall be landscaped in substantial compliance

with the landscape plan attached hereto as EXHIBIT C and entitled "Homestead Village, Lombard-Preliminary Landscape Plan" ("Landscape Plan") prepared by Archiplan International, Ltd. as last revised on March 20, 1998, which Landscape Plan is hereby incorporated by reference as the same is approved by the Village (with any modifications thereto). Further, the Subject Property shall be subdivided in substantial compliance with the preliminary plat of subdivision attached hereto and incorporated herein by reference as EXHIBIT D and entitled "Homestead Village, Lombard-Preliminary Plat of Subdivision" ("Preliminary Plat") prepared by Marchris Engineering as last revised on May 27, 1998.

Except as otherwise specifically provided for herein, said Site Plan is hereby approved as the site plan for the development of the Subject Property as supplemented by the Landscape Plan. The Preliminary Plat is hereby approved as complying with all applicable requirements of the Lombard Subdivision and Development Ordinance ("Subdivision Ordinance"), as varied or amended by this Agreement.

In the event final plan submittals for any portion of the Subject Property incorporate modifications to the Site Plan which do not substantially comply with the Site Plan as approved herein, such modifications to the Site Plan shall be reviewed by the Village Plan Commission and if approved by the Plan Commission such approval shall be final and no further review by the corporate authorities of the Village shall be required. In the event the Plan Commission disapproves all or any of such requested modifications to the Site Plan, Owner or Developer may elect to submit such modified Site Plan to the Village Board for further review and vote, in which event the Plan Commission decision shall constitute its recommendation to the Village Board and the Village Board shall have final authority in approving or denying such requested modifications. Any such modified Site Plan may be presented on a limited lot basis dealing solely with the lot or lots affected by such modifications.

6. **Signage:** Developer agrees to construct a system of signage throughout the Subject Property in accordance with the Sign Plan attached hereto as EXHIBIT E ("Sign Plan") and in full compliance with the Sign Regulations of the Village, as varied or amended by this Agreement.

7. **Water Utilities:** The Village represents and warrants to Developer as follows:

- A. That it owns and operates a water distribution system within the Village for water distribution.
- B. That the Village system has sufficient line and service capacity to provide and will provide potable and fire flow water to the Subject Property, such service to be substantially the same as provided to other hotel, restaurant and other non-residential users of similar size and character in the Village being provided with water by the Village.

Developer, at its own expense shall install water main extensions in accordance with the Subdivision Ordinance, as varied by this Agreement, and in substantial compliance with the plans and specifications prepared by Marchris Engineering, last revised April 23, 1998, as approved by the Director of Public Works, or a duly authorized representative, and set forth in EXHIBIT F attached hereto and incorporated by reference ("Preliminary Engineering"), as modified by the final engineering plans to be hereafter approved by the Village for the Subject Property with changes as required. Owner and Developer agree to pay all Village water connection charges. Owner and Developer shall grant or dedicate all easements required by the Village for the construction of the necessary water main extensions serving the Subject Property.

8. Sanitary Sewer Facilities: The Village represents and warrants to Developer as follows:

- A. That it owns and operates a sanitary sewer system within the Village for sewage disposal.
- B. That the Village system has sufficient capacity to provide and will provide sanitary sewer service to the Subject Property, such service to be substantially the same as provided to other hotel, restaurant and other non-residential users of similar size and character in the Village being provided with sanitary sewer service by the Village.

Developer, at its own expense, shall install sanitary sewer service to the Subject Property in accordance with the Subdivision Ordinance, as varied by this Agreement, and in substantial compliance with the Preliminary Engineering, as modified by the final engineering plans to be hereafter approved by the Village for the Subject Property with changes as required. Developer agrees to pay all applicable Village sanitary sewer connection charges. Owner and Developer shall grant or dedicate all easements required by the Village for the construction of the necessary sanitary sewers serving the Subject Property.

Sanitary sewer service shall be provided to the Subject Property from the existing terminus of the gravity flow sanitary sewer main located adjacent to Butterfield Road through a sanitary sewer lift station ("Lift Station") and six (6) inch force main ("Force Main") to be constructed by Developer at Developer's expense. The Lift Station and Force Main shall substantially comply with the specifications and details contained in the Preliminary Engineering, as modified by the final engineering to be hereafter approved by the Village for the Subject Property with changes as required.

The Village and Developer acknowledge and agree that the Facilities Planning Area ("FPA") of the Glenbard Wastewater Treatment District will need to be amended to include the Subject Property and the FPA of the Hinsdale Sanitary District will need to be amended to exclude the Subject Property. Developer shall take all necessary and appropriate actions and file necessary documents with all applicable governmental bodies and agencies to facilitate the FPA amendment as aforesaid. The Village shall fully cooperate with Developer's activities in seeking said FPA amendment. Final engineering approval for the Subject Property may be withheld by the Village until said FPA amendment is successfully completed.

9. **Storm Drainage Facilities:** Onsite storm drainage lines and structures ("Drainage Facilities") and storm water retention and/or detention areas (collectively "Detention Areas") sufficient to service the Subject Property when developed in accordance with this Agreement shall be constructed and paid for by Developer in substantial compliance with the Preliminary Engineering, as modified by the final engineering plans to be hereafter approved by the Village for the Subject Property with changes as required. In the event that the Drainage Facilities and/or Detention Areas originally installed for the Subject Property are insufficient to satisfy applicable ordinance requirements, Developer shall enlarge or add additional Drainage Facilities and/or Detention Areas, as the case may be, as may be reasonably required by the Village Engineer pursuant to applicable ordinances of the Village. Any Drainage Facilities not conveyed to the Village and all of the Detention Areas shall be maintained by the Developer, or any successor developer or owner as to a particular lot, during the course of development, and thereafter shall be maintained by the owner(s) of the lot upon which such Drainage Facility or Detention Area is located. Any Detention Area providing storm water storage for more than one buildable lot within the Subject Property shall be located within a separate lot which shall be owned jointly by the lot owners, or an association of such lot owners, utilizing such Detention Area. Any Detention Area servicing a single buildable lot may be located upon and be a part of such buildable lot. A declaration of covenants and restrictions or a reciprocal easement and operating agreement (collectively the "Declaration") shall be recorded against the Subject Property, which Declaration shall require each lot owner to participate on a prorata basis in the care and maintenance of the private Drainage Facilities and/or Detention Area serving its lot and shall also provide for the right, but not the obligation or duty, of the Village to enter upon the Subject Property to maintain, repair and/or replace any private Drainage Facility and/or Detention Area if the same is not suitably maintained by said owners so that they remain fully operational. If the Village takes, in its sole discretion, any such action, the Declaration shall provide that the responsible lot owners under the Declaration shall immediately upon written demand reimburse the Village for all expenses thereby incurred by the Village, and, if not promptly paid, the Declaration shall provide the Village with the right to record a lien for any such unpaid expenses against the portion of the Subject Property owned by the non-paying owners, and to foreclose on any such lien. The portion of the Declaration pertaining to the foregoing items shall be subject to the review and approval of the Village Attorney, which approval shall not be unreasonably withheld, prior to the recordation thereof. The Declaration shall comply with the requirements of the Subdivision Ordinance.

The Village agrees that the storm water detention requirements for the Subject Property may be designed to allow for the unrestricted discharge of storm water generated from Technology Drive provided compensatory storage of an equal amount is provided in the Detention Areas to collect and detain upstream storm water discharge generated by the existing restaurants located north of the Subject Property. All other upstream storm water run-off, including that generated by the existing Embassy Suites development located west of the Subject Property, may be by-passed through or around the Drainage Facilities and Detention Areas. The Drainage Facilities located within Technology Drive right-of-way shall be separate from those serving the Subject Property and shall be conveyed to, owned and maintained by the Village at the Village's expense. Said Drainage Facilities conveyed to the Village shall not include any of the Detention Areas.

10. **Underground Utilities:** All electrical, telephone, cable television and natural gas distribution facilities, except electrical transformers and meters for natural gas and electricity, shall be installed underground or located within buildings.

11. **Easements:** Owner and/or Developer shall provide or obtain all easements, both on-site and off-site (if applicable), which are necessary or appropriate to enable the Subject Property to be properly drained and to receive water, sanitary sewer, electric, telephone, gas, and cable television service, with the Village being named a grantee in all said easements along with the applicable utility companies and cable television operator. The location for all public improvements shall be as approved by the Village and as shown on final engineering plans, to be hereafter approved by the Village.

12. **Contributions:** Due to the non-residential character of the proposed development of the Subject Property, Owner and Developer shall have no obligation to make any contribution, in cash or in land, to any school district, park district or library district provided the Subject Property is developed in substantial conformity with this Agreement or pursuant to such other non-residential development plans as may from time to time be approved by the Village.

13. **Variations and Exceptions from Local Codes:** The specific variations and exceptions from the Village's ordinances, rules, and codes as set forth in EXHIBIT F attached hereto and made a part hereof have been requested, approved and are permitted with respect to the development, construction, and use of the Subject Realty ("Permitted Variations and Deviations").

14. **Technology Drive:** Core samples taken in Technology Drive have identified that said street has been constructed in a manner which complies with the structural requirements set forth in the Subdivision Ordinance. As a result, Developer shall not be required to improve Technology Drive. All portions of Technology Drive annexed to the Village shall be owned and maintained by the Village at the Village's expense. The Village shall arrange for the turn-over of ownership, maintenance and control of Technology Drive from York Township to the Village. Developer shall cooperate with the Village in causing any portion of Technology Drive which is not adjacent to the Subject Property to be annexed and conveyed to the Village. In the event any such portion of Technology Drive is not annexed and/or conveyed to the Village, the Village shall enter into an intergovernmental agreement with the governmental authority possessing authority thereover to provide for the authority of the Village to maintain such portion. The Village shall accept ownership and maintenance of the street lights located adjacent to Technology Drive and the public sidewalk constructed by Developer adjacent to the north and east sides of Technology Drive.

Immediately prior to the recordation of the final plat of subdivision for the Subject Property, the Village shall vacate the existing right-of-way for Technology Drive by executing and recording the Plat of Vacation prepared by Gentile and Associates, Inc., as last revised on April 23, 1998 ("Plat of Vacation"), a copy of which Plat of Vacation is attached hereto as EXHIBIT H. The Village shall hold such hearings and adopt such ordinances as may be necessary and appropriate to effectuate said street vacation. Immediately following recordation of the Plat of Vacation, the final plat of subdivision for the

Subject Property, in substantial conformity with the Preliminary Plat attached hereto as EXHIBIT D, shall be recorded, which final plat shall dedicate a sixty-six (66) foot wide right-of-way for Technology Drive in substantial compliance with the location as identified on the Preliminary Plat. The Village shall accept said 66 feet wide right-of-way for Technology Drive. In no event shall the Village cause or permit all or any portion of the public right-of-way for Technology Drive to be thereafter vacated in any manner which interferes with or limits the right of ingress and egress currently thereover enjoyed by Waste Management, Inc. for the benefit of any of its properties located east or north of the Subject Property, without the express written consent of Waste Management, Inc. or its successors in interest in such properties.

15. **Amendments to Ordinances**: Except as otherwise hereinafter provided, all ordinances, regulations and codes of the Village relating to subdivision controls, zoning, drainage, signage, official plan, fees and related restrictions, as they presently exist, except as amended, varied, or modified by the terms of this Agreement, shall apply to the Subject Property and its development and use for a period of ten (10) years from the date of this Agreement. Any amendments, repeal, or additional regulations which are enacted subsequent to the date of this Agreement by the Village shall not be applied to the Subject Property except upon the written consent of Developer during said ten year period. After said ten year period, the Subject Property and its development will be subject to all ordinances, regulations, and codes of the Village in existence on and after the expiration of said ten year period, provided, however, that the application of any such ordinance, regulation or code shall not result in the elimination of the zoning and PD hereunder approved for the Subject Property or a reduction in the development rights and variations or deviations herein provided for the Subject Property.

16. **Reasonableness of Fees and Charges**: Owner and Developer agree that the connection charges, fees, dedications and easements required by current ordinances of the Village or this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the Subject Property.

17. **Dedication of Public Improvements**: When Developer has completed all required public improvements, in accordance with applicable provisions of the Subdivision Ordinance, as varied by this Agreement, and said public improvements have been inspected and approved by the Village Engineer, the Village shall accept said public improvements subject to the two (2) year maintenance provisions of the Subdivision Ordinance. Notwithstanding this Section, Drainage Facilities and Detention Areas located within the Subject Property shall remain owned by and maintained by the Owner and Developer, and any subsequent owner(s). The acceptance of said public improvements by the Village shall not be a condition precedent to the issuance of any building or occupancy permit requested for the Subject Property.

18. **Fire District**: By operation of law and in accordance with Illinois Compiled Statutes Chapter 70, Section 705/20, the Subject Property shall be disconnected from the fire protection district in which it is located at no cost to the Village. The Village agrees to cooperate with the Developer in said disconnection. Developer or the successor owner of any lot platted within the Subject Property shall be responsible for the disconnection and shall reimburse the Village for any funds expended by the Village, including, but not limited to any legal fees and litigation costs, relative thereto.

19. **Final Engineering Approval:** All public improvements required to be constructed hereunder or under the Subdivision Ordinance, as varied by this Agreement, shall be paid for, constructed and installed by Developer in accordance with final engineering plans to be hereafter approved by the Village's Engineer.

20. **Annexation to Lombard Park District:** The Owner and Developer agree to petition the Lombard Park District to have the Subject Property annexed to the Lombard Park District upon its annexation to the Village.

21. **Disconnection from Oakbrook:** The portion of the Subject Property legally described in EXHIBIT G attached hereto and made a part hereof ("Disconnection Parcel") has heretofore been annexed to and is currently located within the corporate boundaries of the Village of Oakbrook, Illinois ("Oakbrook"). Owner and Developer shall, at their expense, petition Oakbrook for and obtain disconnection of the Disconnection Parcel from the corporate boundaries of Oakbrook prior to the annexation of the Disconnection Parcel to the Village. The Village's agreement to annex the Disconnection Parcel to the Village pursuant to this Agreement is expressly conditioned upon said disconnection from Oakbrook being first duly approved and effectuated.

22. **License to Use Clear Sight Easement:** Pursuant to the Preliminary Plat the final plat of subdivision for the Subject Property shall establish a 30 feet by 30 feet triangular clear sight easement at the northwest corner of the Subject Property adjacent to the intersection of the rights-of-way for Technology Drive (as relocated pursuant to Section 14 hereof) and Butterfield Road ("Northwest Clear Sight Easement"). The Village hereby grants to the owners of lots 4 and 5 as identified on the Preliminary Plat (the two hotel lots), a revocable license to install, maintain, use, replace and renew an offsite monument sign within the Northwest Clear Sight Easement in accordance with the Sign Plan and the Village Sign Ordinance, as varied pursuant to this Agreement ("Sign License"). The Sign License may only be revoked by the Village in the event (i) the roadway improvements located within the Butterfield Road right-of-way are expanded or widened, and (ii) such expansion or widening of said improvements causes the monument sign located within the Northwest Clear Sight Easement to present a safety hazard to vehicular traffic entering onto Butterfield from Technology Drive (collectively the "License Termination Events"). In the event of the occurrence of the License Termination Events, the Village shall give written notice thereof to the owners of said lots and said owners shall have thirty (30) days thereafter to remove said monument sign and restore the affected property, at their expense. Upon the failure of said lot owners to remove said monument sign within said 30 day period, the Village may elect to remove the same and said lot owners shall, in equal shares, reimburse the Village for the actual cost thereby incurred by the Village within thirty (30) days following their receipt of a written itemized invoice from the Village.

23. **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 the Owner (Waste Management, Inc.) or Developer:

Homestead Village and
Attn: Tim Nearing
1140 Empire Central Drive
Suite 450
Dallas, TX 75247
Phone: (214) 689-1806
Fax: (214) 951-9686

Homestead Village
Attn: John Sullivan
2300 RiverEdge Pkwy
9th Floor
Atlanta, GA 30328
Phone: (770) 303-8521
Fax: (770) 859-1670

With a copy to:

Rathje, Woodward, Dyer & Burt
Attn: Henry S. Stillwell, III
300 E. Roosevelt Road
P.O. Box 786
Wheaton, IL 60189
Phone: (630) 668-8500
Fax: (630) 668-7350

(3) If to Owner (Northern Illinois Gas Company):

NICOR Gas
Attn: Real Estate Dept.
P.O. Box 190
Aurora, IL 60507
Phone: (630) 983 8676 x-2971
Fax: (630) 983 8725

With a copy to:

Mayer Brown & Platt
Attn: Paul Meyer
190 S. La Salle St.
Chicago, IL 60603-3441
Phone: 312 701 7182
Fax: 312 701 7711

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

B. Continuity of Obligations:

(1) This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, grantees, lessees, and upon any successor municipal authorities of the Village and successor municipalities. Upon the conveyance of any of Owner's or Developer's interest in any portion of the Subject Property to a third party ("Transferee"), the rights and obligations of Owner and/or Developer pertaining to such portion of the Subject Property, shall be deemed assigned to and assumed by such Transferee, and Owner and Developer shall thereupon be released and discharged by the Village from any further obligation pertaining to such identified rights and duties. Subject to the provisions of subparagraph 3 of this Section 23B, the Transferee shall thereupon be entitled to exercise all rights and authorities and shall perform all duties and obligations of Owner and/or Developer pertaining to such portion of the Subject Property.

(2) In the event of any sale or conveyance by Owner and/or Developer of the Subject Property or any portion thereof, Owner and/or Developer shall notify the Village in writing, within ten (10) working days after the closing of such sale or conveyance, of any and all Transferees to all or any portion of the Subject Property. Such written notice shall include identification of the name(s) of such Transferee(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance of real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection 23B.

(3) Upon the condition that the requirements of this subsection 23B have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner and/or Developer's Transferees, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality. In the event that the requirements of this subsection 23B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner and Developer's Transferees until such time as Owner or Developer has given the Village the notice required by this subsection 23B.

C. Court Contest: In the event the annexation of the Subject Property, the classification of the Subject Property for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period mentioned in subsection 23S below.

D. **Remedies:** The Village and Owner and Developer, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to any party to such default, the party seeking to enforce said provision shall have the right of specific performance and if said party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.

E. **Dedication of Public Lands:** In no event, including (without limitation) the exercise of the authority granted in Section 5/11-12-8 of Division 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, shall the Corporate Authorities of the Village require that any part of the Subject Property be designated for public purposes, except as otherwise provided in this Agreement or except as may be consented to in writing by Owner and Developer.

F. **Conveyances:** Nothing contained in this Agreement shall be construed to restrict or limit the right of Owner and/or Developer to sell or convey all or any portion of the Subject Property, whether improved or unimproved, except as otherwise specifically set forth herein.

G. **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.

H. **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.

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

(1) **To Effective Date of Agreement:** Developer, concurrently with annexation and zoning of the Subject Property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (a) the costs incurred by the Village for engineering services;
- (b) all reasonable attorneys' fees incurred by the Village in connection with this Annexation Agreement and the annexation and zoning of the Subject Property; and

- (c) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

(2) From and After Effective Date of Agreement: Except as provided in this subsection, upon demand by the Village made by and through its President, Developer from time to time shall promptly reimburse the Village for all reasonable expenses and costs incurred by the Village in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of public improvements, and the review by Village consultants of plans and materials submitted by Developer.

Such costs and expenses incurred by Village in the administration of this Agreement shall be evidenced to the Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by Developer at its option from additional documents designated from time to time by Developer relevant to determining such costs and expenses.

Notwithstanding the foregoing, Developer 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.

In the event that any third party or parties institute any legal proceedings against Owner and/or Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, Developer, on notice from the Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (a) Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
- (b) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between the Village, Owner and/or Developer, 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 Developer shall reimburse the Village, from time to time on written demand from the President of Village 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.

In the event the Village institutes legal proceedings against Owner and/or Developer 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 Owner and/or Developer 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). Owner or Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner or Developer.

J. 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.

K. 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.

L. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the Village at the expense of the Developer.

M. Authorization to Execute: The officers of Owner and Developer executing this Agreement warrant that they have been lawfully authorized by Owner's and Developer's respective Boards of Directors to execute this Agreement on behalf of said Owner and Developer. The President and 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 Developer 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.

N. **Amendment:** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner and Developer 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.

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

P. **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.

Q. **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.

R. **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.

S. **Term of Agreement:** This Agreement shall be in full force and effect for a term of twenty (20) years from and after the date of execution of this Agreement.

T. **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

ATTEST:

Lorraine J. [Signature]
Village Clerk Barbara [Signature] Deputy Clerk
DATED: August 10, 1998

By: [Signature]
President

DEVELOPER:

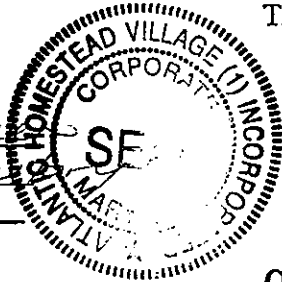
ATLANTIC HOMESTEAD VILLAGE LIMITED PARTNERSHIP, a Delaware partnership,

By: Atlantic Homestead Village (1) Incorporated, a Maryland corporation, its sole general partner

By: [Signature]
Name: F. Scott Spauld
Title: VP

ATTEST:

[Signature]
Its Assistant Secy
DATED: 6/22/98



OWNER:

WASTE MANAGEMENT, INC., a Delaware corporation

By: [Signature]
Its: Vice President

OWNER:

NORTHERN ILLINOIS GAS COMPANY d/b/a NICOR GAS, an Illinois corporation

By: Brian C. Elliott 7/28/98
Its VICE PRESIDENT

ATTEST:

[Signature]
Its SRVP & Secretary
DATED: 7/9/98

ATTEST:

[Signature]
Its Assist. Secretary
DATED: 7-29-98

ACKNOWLEDGMENTS

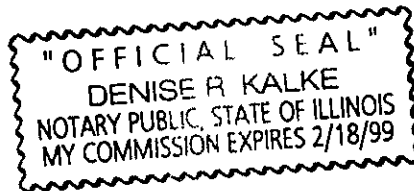
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Lorraine G. Gerhardt, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 8th day of August, 1998

Commission expires 2/18/99, 1999

Denise R Kalke
Notary Public



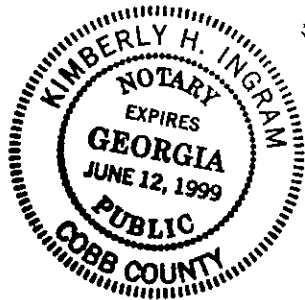
Georgia)
STATE OF ~~ILLINOIS~~)
Atlanta) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named S. Scott Stewart and Lynda Urrea, are personally known to me to be the Vice President and Asst. Secretary of Atlantic Homestead Village (i) Incorporated and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such S. Scott Stewart and Lynda Urrea respectively, and that they appeared before me this day in Person and severally acknowledged that as such Vice President and Asst. 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 notary, then and there acknowledged that said Asst. Secretary as custodian of the corporate seal of said Corporation caused said seal to be affixed to said instrument as said Asst. 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 22 day of June, 1998.

Commission expires June 12, 1999.


Kimberly H. Ingram
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

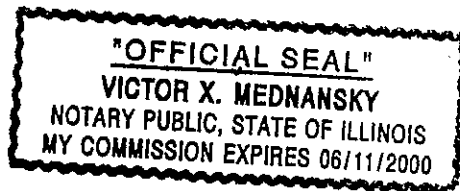
I, Victor X. Mednansky, a Notary Public residing in the County of Kane, in the State of Illinois, do hereby certify that B. C. Elliott, Vice President of NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS, and Randall S. Horn, Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of July, A.D., 1998.



Notary Public

My Commission Expires:



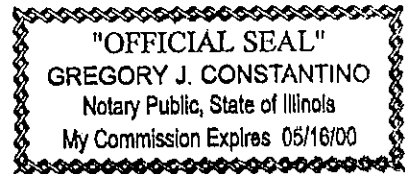
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Michael Rogan and Herbert A. Getz, are personally known to me to be the Vice President and Secretary of Waste Management, Inc. and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary respectively, and that they appeared before me this day in Person and severally acknowledged that as such Vice 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 Secretary, 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 16 day of July, 19 98.

Commission expires May 16, ~~19~~ 2000

Gregory J. Constantino
Notary Public



SCHEDULE OF EXHIBITS

- EXHIBIT A: Legal Description of Subject Property
- EXHIBIT B: Site Plan
- EXHIBIT C: Landscape Plan
- EXHIBIT D: Preliminary Plat
- EXHIBIT E: Sign Plan
- EXHIBIT F: Permitted Variations and Deviations
- EXHIBIT G: Legal Description of Disconnection Parcel
- EXHIBIT H: Plat of Vacation for Technology Drive

EXHIBIT ALEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1: ALL THAT PART OF TRACTS 3 AND 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE NORTHERLY LINE OF NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352 AND LYING WESTERLY OF THE WESTERLY LINE OF FREED'S SUBDIVISION RECORDED SEPTEMBER 29, 1982 AS DOCUMENT R82-44604 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56) ALSO BEING THE NORTHERLY LINE OF SAID TRACTS 3 AND 4, 387.61 FEET TO THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 157.00 FEET TO THE NORTHWEST CORNER OF LOT 1 IN FREED'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1982 AS DOCUMENT R82-44604; THENCE SOUTH 11 DEGREES 59 MINUTES 06 SECONDS EAST, (SOUTH 11 DEGREES 59 MINUTES 53 SECONDS EAST, RECORD), ALONG THE WESTERLY LINE OF SAID LOT 1, 264.78 FEET (265.26 FEET, RECORD) TO A POINT ON THE NORTHERLY LINE OF THE AFOREMENTIONED NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY; THENCE SOUTH 61 DEGREES 19 MINUTES 27 SECONDS WEST (SOUTH 61 DEGREES 21 MINUTES 50 SECONDS WEST, RECORD), 59.79 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 17 DEGREES 02 MINUTES 58 SECONDS WEST (SOUTH 17 DEGREES 04 MINUTES 19 SECONDS WEST, RECORD), 177.84 FEET, TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE; THENCE NORTHERLY ALONG A NON-TANGENTIAL CURVE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 255.00 FEET, THE CHORD OF WHICH BEARS NORTH 18 DEGREES 34 MINUTES 00 SECONDS WEST, 57.73 FEET, AN ARC DISTANCE OF 57.86 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST, TANGENT TO SAID CURVE, 335.99 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED RECORDED AUGUST 11, 1958 AS DOCUMENT 890356 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56), 295.32 FEET TO THE NORTHEAST CORNER OF LOT 1, IN SHAW-BOEGER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO A POINT ON THE NORTHERLY LINE OF THE LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY WARRANTY DEED RECORDED SEPTEMBER 2, 1959 AS DOCUMENT 938352; THENCE NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, 195.54 FEET TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE, SAID POINT BEING THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG THE AFORESAID NORTHERLY LINE, 177.84 FEET; THENCE NORTH 61 DEGREES 19 MINUTES 27 SECONDS EAST (NORTH 61 DEGREES 21 MINUTES 50 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, 55.19 FEET (55.41 FEET, RECORD) TO THE NORTHEAST CORNER THEREOF, BEING ON THE EASTERLY LINE OF SAID TRACT 4; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE EAST LINE OF TRACT 4, A DISTANCE OF 154.44 FEET (154.01 FEET, RECORD) TO THE SOUTHEAST CORNER OF SAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHEAST CORNER OF SAID LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH 21 DEGREES 29 MINUTES 53 SECONDS WEST (SOUTH 21 DEGREES 23 MINUTES 36 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF SAID LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF SAID LAND CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION, 151.49 FEET TO THE EASTERLY LINE, ALONG A NON-TANGENTIAL CURVE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 255.00 FEET, THE CHORD OF WHICH BEARS NORTH 39 DEGREES 00 MINUTES 25 SECONDS WEST, 122.86 FEET, AN ARC DISTANCE OF 124.08 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 40 MINUTES WEST, 435.95 FEET TO A POINT; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 2138.37 FEET (2139.11 FEET, RECORD); THENCE NORTH 62 DEGREES 29 MINUTES 55 SECONDS EAST (NORTH 62 DEGREES 37 MINUTES 25 SECONDS EAST, RECORD), 312.49 FEET (313.05 FEET, RECORD); THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST (NORTH 20 DEGREES 37 MINUTES EAST, RECORD), ALONG A SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352, 392.30 FEET (400.00 FEET, RECORD) TO A POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED, SAID POINT BEING ON THE EAST LINE OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 68.35 FEET (63.18 FEET, RECORD); THENCE NORTH 61 DEGREES 19 MINUTES 27 SECONDS EAST (NORTH 61 DEGREES 42 MINUTES EAST, RECORD) 672.74 FEET (671.00 FEET, RECORD); THENCE SOUTH 30 DEGREES 04 MINUTES 40 SECONDS EAST (SOUTH 30 DEGREES 00 MINUTES EAST, RECORD), 39.45 FEET (39.70 FEET, RECORD); THENCE SOUTH 69 DEGREES 23 MINUTES 08 SECONDS EAST (SOUTH 69 DEGREES 23 MINUTES, RECORD), 396.79 FEET (403.62 FEET, RECORD); THENCE NORTH 64 DEGREES 13 MINUTES 11 SECONDS EAST (NORTH 65 DEGREES 37 MINUTES EAST, RECORD) 493.87 FEET; THENCE SOUTH 25 DEGREES 41 MINUTES 17 SECONDS EAST, 17.24 FEET TO A POINT ON THE NORTHERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993; THENCE SOUTH 64 DEGREES 18 MINUTES 43 SECONDS WEST, ALONG SAID NORTHERLY LINE OF TECHNOLOGY DRIVE 1343.89 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE RIGHT TANGENT TO THE LAST DESCRIBED COURSE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 255.00 FEET AN ARC DISTANCE OF 279.23 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY; THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST 151.49 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 40 MINUTES WEST, 435.95 FEET TO A POINT; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 2138.37 FEET (2139.11 FEET, RECORD) TO THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; THENCE NORTH 62 DEGREES 29 MINUTES 55 SECONDS EAST (NORTH 62 DEGREES 37 MINUTES 25 SECONDS EAST, RECORD), 312.49 FEET (313.05 FEET, RECORD); THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST (NORTH 20 DEGREES 37 MINUTES EAST, RECORD), ALONG A SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352, 158.53 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, ALONG A NON-TANGENTIAL CURVE LEFT, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, THE CHORD OF WHICH BEARS SOUTH 86 DEGREES 12 MINUTES 22 SECONDS EAST, 329.74 FEET, AN ARC DISTANCE OF 344.75 FEET TO A POINT; THENCE NORTH 64 DEGREES 18 MINUTES 43 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, ALONG THE SOUTHERLY LINE OF AFORESAID TECHNOLOGY DRIVE, 1503.39 FEET TO A SOUTHEAST CORNER OF SAID TECHNOLOGY DRIVE; THENCE SOUTH 25 DEGREES 41 MINUTES 17 SECONDS EAST, ALONG THE SOUTHERLY EXTENSION OF AN EASTERLY LINE OF SAID TECHNOLOGY DRIVE, 2.36 FEET TO A POINT ON THE NORTHERLY LINE OF THE EAST-WEST TOLLWAY, INTERSTATE 88, FORMERLY INTERSTATE ROUTE 5; THENCE SOUTH 64 DEGREES 13 MINUTES 11 SECONDS WEST, ALONG SAID NORTHERLY LINE OF THE EAST-WEST TOLLWAY, 1339.97 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 11,334.15 FEET, AN ARC DISTANCE OF 883.84 FEET (879.27 FEET, RECORD) TO A POINT ON THE WEST LINE OF AFORESAID TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 16.56 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 6: THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED RECORDED AUGUST 11, 1958 AS DOCUMENT 890356 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS ROUTE 56), 295.32 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SHAW-BOEGER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO THE POINT OF BEGINNING ON THE NORTHERLY LINE OF THE LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY WARRANTY DEED RECORDED SEPTEMBER 2, 1959 AS DOCUMENT 938352; THENCE NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY 90.06 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, ALONG A NON-TANGENTIAL CURVE RIGHT, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, THE CHORD OF WHICH BEARS SOUTH 47 DEGREES 38 MINUTES 54 SECONDS EAST, 105.68 FEET, AN ARC DISTANCE OF 106.13 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH 21 DEGREES 29 MINUTES 53 SECONDS WEST (SOUTH 21 DEGREES 23 MINUTES 36 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, 158.53 FEET; THENCE SOUTH 62 DEGREES 29 MINUTES 55 SECONDS WEST (62 DEGREES 30 MINUTES 19 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, 18.34 FEET (19.57 FEET, RECORD); THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 03 MINUTES 50 SECONDS WEST, RECORD), 144.24 FEET (144.20 FEET, RECORD) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 7: ALL THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE NORTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352 AND LYING WESTERLY OF THE WESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993 AND LYING EASTERLY OF THE EASTERLY LINE OF LOT 1 IN SHAW-BOEGER SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56), ALSO BEING THE NORTHERLY LINE OF SAID TRACT 4, 295.32 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF BUTTERFIELD ROAD, ALSO BEING THE NORTHERLY LINE OF SAID TRACT 4, 2.97 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF AFORESAID TECHNOLOGY DRIVE; THENCE SOUTH 28 DEGREES 18 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY LINE 20.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST, 291.24 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID WESTERLY LINE, ALONG A CURVE RIGHT, CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 154.98 FEET TO A POINT ON THE NORTHERLY LINE OF THE AFORESAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY; THENCE SOUTH 17 DEGREES 02 MINUTES 58 SECONDS WEST (SOUTH 17 DEGREES 04 MINUTES 19 SECONDS, RECORD), ALONG SAID NORTHERLY LINE, 90.06 FEET TO A POINT ON THE EAST LINE OF AFORESAID LOT 1 IN SHAW-BOEGER SUBDIVISION; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 03 MINUTES 50 SECONDS WEST, RECORD), ALONG THE EASTERLY LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 8: THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 35 MINUTES EAST, ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 91.95 FEET; THENCE NORTH 12 DEGREES 05 MINUTES WEST ALONG THE WESTERLY LINE OF TRACT NO. 2 OF THE PLAT OF SURVEY OF THE BOEGER FARM SOUTH OF BUTTERFIELD ROAD, RECORDED AS DOCUMENT NUMBER 789439, AND THE SAME EXTENDED, A DISTANCE OF 2722.70 FEET TO A POINT IN THE NORTHERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED JUNE 24, 1958 AS DOCUMENT NUMBER 886497; THENCE EASTERLY ALONG THE NORTHERLY LINE, SAID NORTHERLY LINE FORMING AN ANGLE OF 73 DEGREES 47 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 671.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 42 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 82.54 FEET TO A POINT DISTANT 82.5 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, OF THE TRACT OF LAND SO CONVEYED BY DEED DATED JUNE 24, 1958; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 42 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 42.75 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 51 DEGREES 40 MINUTES TO THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 436.69 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 48 DEGREES 46 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 173.12 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 82.73 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 220.88 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 46 DEGREES 24 MINUTES TO THE LAST DESCRIBED COURSE A DISTANCE OF 395.79 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 39 DEGREES 18 MINUTES TO THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 39.45 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

NOTE: PARCEL 4 INTENTIONALLY OMITTED

120898;020298;031998;042398;051898

homestead/annex

EXHIBIT C

LANDSCAPE PLAN

120898;020298;031998;042398;051898

homestead/annex

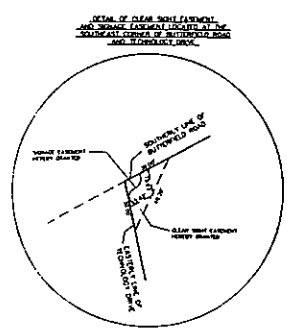
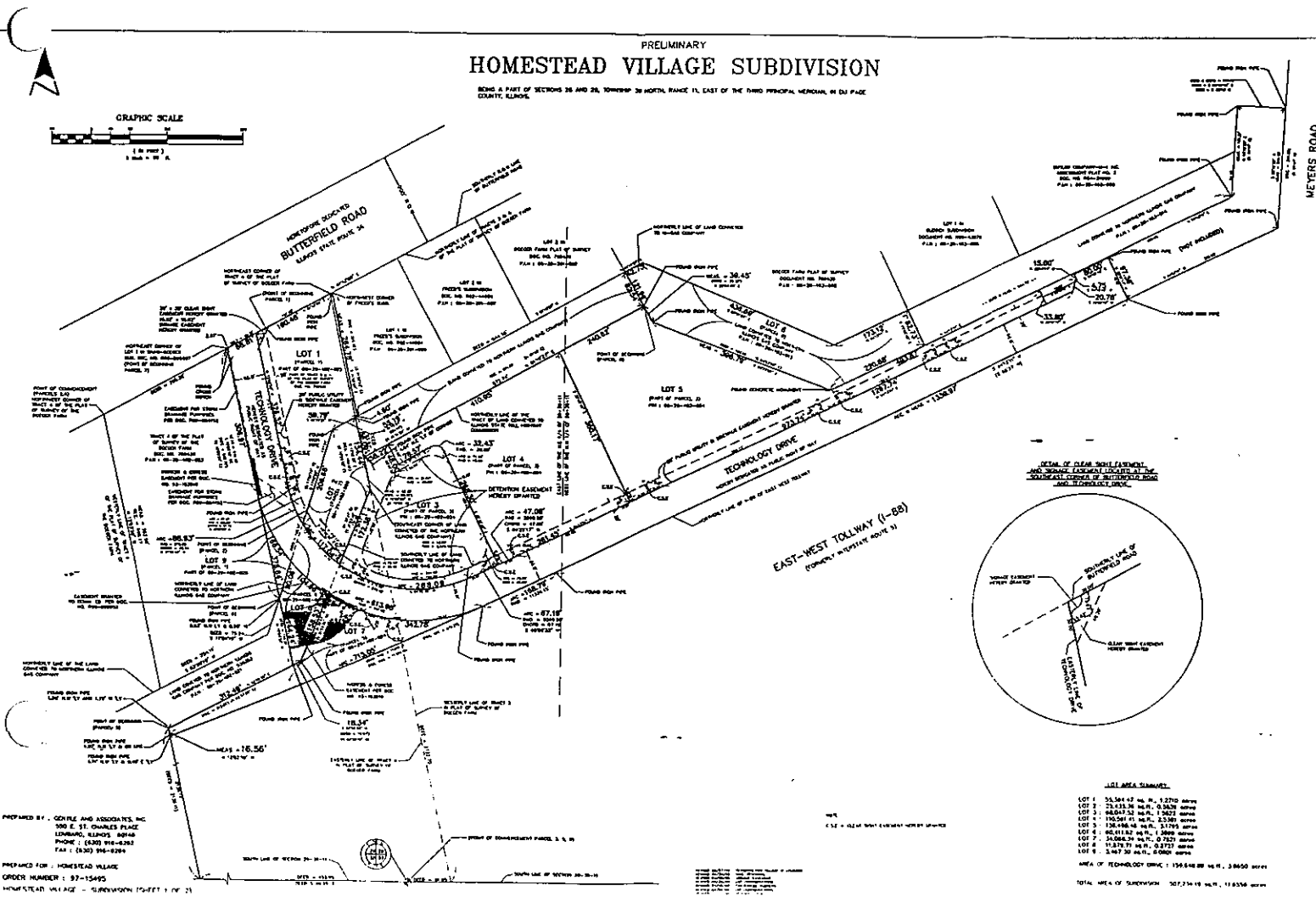
EXHIBIT D

PRELIMINARY PLAT

PRELIMINARY
HOMESTEAD VILLAGE SUBDIVISION

BEING A PART OF SECTIONS 28 AND 29, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

GRAPHIC SCALE



LOT AREA SUMMARY

LOT 1	55,564.42 sq. ft. 1.2710 acres
LOT 2	27,515.36 sq. ft. 0.6296 acres
LOT 3	98,647.52 sq. ft. 2.2623 acres
LOT 4	192,541.41 sq. ft. 4.4150 acres
LOT 5	126,498.46 sq. ft. 2.8959 acres
LOT 6	95,541.62 sq. ft. 2.1969 acres
LOT 7	34,046.70 sq. ft. 0.7753 acres
LOT 8	11,875.71 sq. ft. 0.2717 acres
LOT 9	1,467.30 sq. ft. 0.0335 acres
AREA OF TECHNOLOGY DRIVE	156,648.89 sq. ft. 3.5650 acres
TOTAL AREA OF SUBDIVISION	507,216.18 sq. ft. 11.6556 acres

PREPARED BY: GUYLE AND ASSOCIATES, INC.
 100 E. ST. CHARLES PLACE
 LOMBARD, ILLINOIS 60148
 PHONE: (630) 944-6282
 FAX: (630) 944-6284

PREPARED FOR: HOMESTEAD VILLAGE
 ORDER NUMBER: 97-15495

HOMESTEAD VILLAGE - SURVEYOR'S PLAT NO. 21

120898;020298;031998;042398;051898

homestead/annex

EXHIBIT E

SIGN PLAN

EXHIBIT F**PERMITTED VARIATIONS AND DEVIATIONS**

1. No sidewalks shall be required adjacent to the west and south sides of Technology Drive. A five (5) foot wide concrete "carriage walk" not located one (1) foot from the property line shall be permitted immediately adjacent to the north and east sides of Technology Drive as and for the required public sidewalk in those specific and limited locations identified on the Site Plan. (Sections 154.304, 154.407 and 154.504 of the Subdivision Ordinance)
2. A maximum combined floor area ratio of .60 for all of the Subject Property with no maximum floor area ratio as to any buildable lot contained therein. (Sections 154.411.h and 155.508.C.4 of the Zoning Ordinance)
3. The minimum front yard for lot 1 shall be twenty (20) feet. (Section 154.411.F of the Zoning Ordinance)
4. The minimum width for perimeter parking lot landscaping for lot 1 shall be 5 feet except along the south property line for which it is hereby eliminated. (Section 155.706.C of the Zoning Ordinance)
5. The maximum building height shall be ten (10) stories or one hundred ten (110) feet, whichever is less, exclusive of roof mounted mechanical equipment, parapet walls and architectural embellishments, for one of the hotels, provided no other principal structure within the Planned Development exceeds four (4) stories or forty-five (45) feet, whichever is less. (Section 155.411.G of the Zoning Ordinance)
6. The minimum combined open space for all of the Subject Property shall be thirty-six percent (36%) with no minimum open space as to any buildable lot contained therein. (Sections 155.411.H and 155.508.C.7 of the Zoning Ordinance)
7. The minimum off street loading requirements are eliminated for the Subject Property. (Section 155.603, Table 6-4 of the Zoning Ordinance)
8. The minimum landscape set back adjacent to the north and east sides of Technology Drive shall be twenty (20) feet. A public sidewalk may be constructed within the 20 foot landscape set back adjacent to lots 1, 2, 3, 4 and 5 and an easement for said public sidewalk shall be granted to the Village. (Section 154.504.B of the Subdivision Ordinance)
9. An offsite monument sign shall be permitted on lot 1 for the benefit and use of lots 4 and 5. An offsite monument sign shall be permitted on lot 7 for the benefit and use of an offsite parcel owned by the owner of lot 7. Said offsite signs shall be permitted on lots where an additional principal use is provided. (Section 153.225.A of the Sign Ordinance)

10. Two wall signs not exceeding one hundred (100) square feet each in sign area shall be permitted on each of the hotels located on lots 4 and 5 and, said wall signs to be located on the north and south walls of each of said buildings. (Section 153.503.B.8.b of the Sign Ordinance)

11. The minimum required foundation landscaping shall be zero (0) feet in those specific and limited locations identified on the Site Plan and/or Landscape Plan. (Section 155.708.A of the Zoning Ordinance)

12. Parking shall be permitted in the front yards. (Section 155.602.A.3.c of the Zoning Ordinance)

13. The minimum lot size for lots 8 and 9 shall be 3,467 square feet. (Section 155.411.D of the Zoning Ordinance)

14. The minimum drive aisle width shall be 24 feet and the minimum parking stall length shall be 18 feet or 16 feet with two feet overhang within off-street parking facilities. (Section 155.602.A.3.d of the Zoning Ordinance)

15. The perimeter parking lot landscaping for the north and south property line of lot 2 is eliminated. (Section 155.706.C of the Zoning Ordinance)

EXHIBIT GLEGAL DESCRIPTION OF DISCONNECTION PARCEL

PARCEL 8: THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 35 MINUTES EAST, ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 91.95 FEET; THENCE NORTH 12 DEGREES 05 MINUTES WEST ALONG THE WESTERLY LINE OF TRACT NO. 2 OF THE PLAT OF SURVEY OF THE BOEGER FARM SOUTH OF BUTTERFIELD ROAD, RECORDED AS DOCUMENT NUMBER 789439, AND THE SAME EXTENDED, A DISTANCE OF 2722.70 FEET TO A POINT IN THE NORTHERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED JUNE 24, 1958 AS DOCUMENT NUMBER 886497; THENCE EASTERLY ALONG THE NORTHERLY LINE, SAID NORTHERLY LINE FORMING AN ANGLE OF 73 DEGREES 47 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 671.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 42 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 82.54 FEET TO A POINT DISTANT 82.5 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, OF THE TRACT OF LAND SO CONVEYED BY DEED DATED JUNE 24, 1958; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 42 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 42.75 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 51 DEGREES 40 MINUTES TO THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 436.69 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 48 DEGREES 46 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 173.12 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 82.73 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 220.88 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 46 DEGREES 24 MINUTES TO THE LAST DESCRIBED COURSE A DISTANCE OF 395.79 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 39 DEGREES 18 MINUTES TO THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 39.45 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

120898;020298;031998;042398;051898

homestead/annex

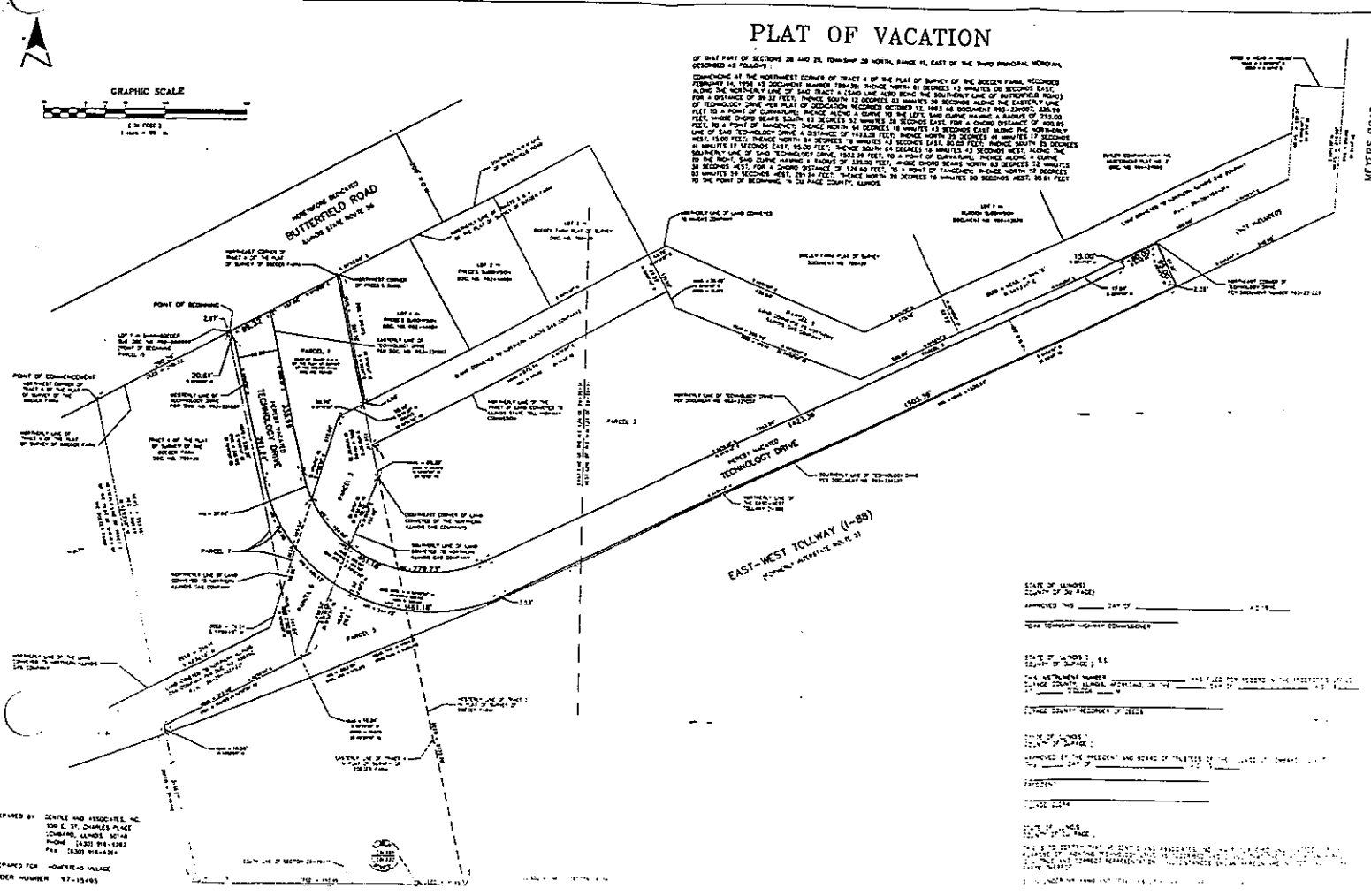
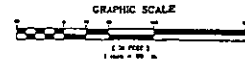
EXHIBIT H

PLAT OF VACATION FOR TECHNOLOGY DRIVE

PLAT OF VACATION

OF THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 28 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOCCON FARMS, RECORDS 187481 IN 1928 AS DOCUMENT NUMBER 187481; THENCE NORTH 81 DEGREES 43 MINUTES 20 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID TRACT A LEAD LINE ALSO BEING THE SOUTHERLY LINE OF BUTTERFIELD ROAD FOR A DISTANCE OF 20.51 FEET; THENCE SOUTH 12 DEGREES 18 MINUTES 28 SECONDS ALONG THE EASTERLY LINE OF TECHNOLOGY DRIVE PER PLAT OF VACATION RECORDS 187481 FOR A DISTANCE OF 122.39 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE OF 122.39 FEET, WHOSE CHORD BEARS SOUTH 43 DEGREES 42 MINUTES 28 SECONDS EAST FOR A CHORD DISTANCE OF 100.00 FEET TO A POINT OF TECHNOLOGY DRIVE; THENCE NORTH 84 DEGREES 18 MINUTES 28 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID TECHNOLOGY DRIVE A DISTANCE OF 112.15 FEET; THENCE SOUTH 84 DEGREES 18 MINUTES 28 SECONDS WEST ALONG THE WESTERLY LINE OF SAID TECHNOLOGY DRIVE 122.39 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE OF 122.39 FEET, WHOSE CHORD BEARS SOUTH 43 DEGREES 42 MINUTES 28 SECONDS EAST FOR A CHORD DISTANCE OF 100.00 FEET TO THE POINT OF COMMENCEMENT.



STATE OF ALABAMA
COUNTY OF DADE
APPROVED THIS 24th DAY OF _____ A.D. 19__
TOWNSHIP NEARBY COMMISSIONER

STATE OF ALABAMA
COUNTY OF DADE
APPROVED THIS 24th DAY OF _____ A.D. 19__
TOWNSHIP NEARBY COMMISSIONER

STATE OF ALABAMA
COUNTY OF DADE
APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE _____ COUNTY
THIS 24th DAY OF _____ A.D. 19__

PREPARED BY: DEWITT AND ASSOCIATES, INC.
150 E. 34, CHARLES PLACE
DORADO, ALABAMA 36548
PHONE (205) 918-1382
FAX (205) 918-4316

ORDER NUMBER: 97-15465

ORDINANCE 4496

**AN ORDINANCE APPROVING A MAP AMENDMENT (REZONING)
TO THE LOMBARD ZONING ORDINANCE
TITLE 15, CHAPTER 155 OF THE CODE OF LOMBARD, ILLINOIS**

PC 98-05: Homestead Village Subdivision
(2601 S. Technology Drive, 2701 S. Technology Drive
and 2751 S. Technology Drive)

(See also Ordinance No.(s) 4494, 4495, 4497)

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

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

WHEREAS, public hearings thereon have been conducted by the Village of Lombard Plan Commission on March 11, 1998 and May 13, 1998 pursuant to appropriate and legal notice; and,

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

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

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

SECTION 1: That Title 15, Chapter 155 of the Code of Lombard, Illinois, otherwise known as the Lombard Zoning Ordinance, be and is hereby amended so as to rezone the property described in Section 2 hereof to O Office District;

Ordinance No. 4496
Re: PC 98-05
Page 2

SECTION 2: This ordinance is limited and restricted to the property generally located at the southeast corner of Technology Drive and Butterfield Road, Lombard, Illinois, and legally described as follows:

PARCEL 1: ALL THAT PART OF TRACTS 3 AND 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE NORTHERLY LINE OF NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352 AND LYING WESTERLY OF THE WESTERLY LINE OF FREED'S SUBDIVISION RECORDED SEPTEMBER 29, 1982 AS DOCUMENT R82-44604 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56) ALSO BEING THE NORTHERLY LINE OF SAID TRACTS 3 AND 4, 387.61 FEET TO THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 157.00 FEET TO THE NORTHWEST CORNER OF LOT 1 IN FREED'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1982 AS DOCUMENT R82-44604; THENCE SOUTH 11 DEGREES 59 MINUTES 06 SECONDS EAST, (SOUTH 11 DEGREES 59 MINUTES 53 SECONDS EAST, RECORD), ALONG THE WESTERLY LINE OF SAID LOT 1, 264.78 FEET (265.26 FEET, RECORD) TO A POINT ON THE NORTHERLY LINE OF THE AFOREMENTIONED NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY; THENCE SOUTH 61 DEGREES 19 MINUTES 27 SECONDS WEST (SOUTH 61 DEGREES 21 MINUTES 50 SECONDS WEST, RECORD), 59.79 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 17 DEGREES 02 MINUTES 58 SECONDS WEST (SOUTH 17 DEGREES 04 MINUTES 19 SECONDS WEST, RECORD), 177.84 FEET, TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE; THENCE NORTHERLY ALONG A NON-TANGENTIAL CURVE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 255.00 FEET, THE CHORD OF WHICH BEARS NORTH 18 DEGREES 34 MINUTES 00 SECONDS WEST, 57.73 FEET, AN ARC DISTANCE OF 57.86 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST, TANGENT TO SAID CURVE, 335.99 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED RECORDED AUGUST 11, 1958 AS DOCUMENT 890356 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Ordinance No. 4496

Re: PC 98-05

Page 3

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56), 295.32 FEET TO THE NORTHEAST CORNER OF LOT 1, IN SHAW-BOEGER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO A POINT ON THE NORTHERLY LINE OF THE LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY WARRANTY DEED RECORDED SEPTEMBER 2, 1959 AS DOCUMENT 938352; THENCE NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, 195.54 FEET TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE, SAID POINT BEING THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG THE AFORESAID NORTHERLY LINE, 177.84 FEET; THENCE NORTH 61 DEGREES 19 MINUTES 27 SECONDS EAST (NORTH 61 DEGREES 21 MINUTES 50 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, 55.19 FEET (55.41 FEET, RECORD) TO THE NORTHEAST CORNER THEREOF, BEING ON THE EASTERLY LINE OF SAID TRACT 4; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE EAST LINE OF TRACT 4, A DISTANCE OF 154.44 FEET (154.01 FEET, RECORD) TO THE SOUTHEAST CORNER OF SAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHEAST CORNER OF SAID LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH 21 DEGREES 29 MINUTES 53 SECONDS WEST (SOUTH 21 DEGREES 23 MINUTES 36 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF SAID LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF SAID LAND CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION, 151.49 FEET TO THE EASTERLY LINE, ALONG A NON-TANGENTIAL CURVE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 255.00 FEET, THE CHORD OF WHICH BEARS NORTH 39 DEGREES 00 MINUTES 25 SECONDS WEST, 122.86 FEET, AN ARC DISTANCE OF 124.08 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 40 MINUTES WEST, 435.95 FEET TO A POINT; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 2138.37 FEET (2139.11 FEET, RECORD); THENCE NORTH 62 DEGREES 29 MINUTES 55 SECONDS EAST (NORTH 62 DEGREES 37 MINUTES 25 SECONDS EAST, RECORD), 312.49 FEET (313.05 FEET, RECORD); THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST (NORTH 20 DEGREES 37 MINUTES EAST, RECORD), ALONG A SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352, 392.30 FEET (400.00 FEET, RECORD) TO A POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED, SAID POINT

Ordinance No. 4496

Re: PC 98-05

Page 4

BEING ON THE EAST LINE OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 68.35 FEET (63.18 FEET, RECORD); THENCE NORTH 61 DEGREES 19 MINUTES 27 SECONDS EAST (NORTH 61 DEGREES 42 MINUTES EAST, RECORD) 672.74 FEET (671.00 FEET, RECORD); THENCE SOUTH 30 DEGREES 04 MINUTES 40 SECONDS EAST (SOUTH 30 DEGREES 00 MINUTES EAST, RECORD), 39.45 FEET (39.70 FEET, RECORD); THENCE SOUTH 69 DEGREES 23 MINUTES 08 SECONDS EAST (SOUTH 69 DEGREES 23 MINUTES, RECORD), 396.79 FEET (403.62 FEET, RECORD); THENCE NORTH 64 DEGREES 13 MINUTES 11 SECONDS EAST (NORTH 65 DEGREES 37 MINUTES EAST, RECORD) 493.87 FEET; THENCE SOUTH 25 DEGREES 41 MINUTES 17 SECONDS EAST, 17.24 FEET TO A POINT ON THE NORTHERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993; THENCE SOUTH 64 DEGREES 18 MINUTES 43 SECONDS WEST, ALONG SAID NORTHERLY LINE OF TECHNOLOGY DRIVE 1343.89 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE RIGHT TANGENT TO THE LAST DESCRIBED COURSE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 255.00 FEET AN ARC DISTANCE OF 279.23 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY; THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST 151.49 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 40 MINUTES WEST, 435.95 FEET TO A POINT; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 2138.37 FEET (2139.11 FEET, RECORD) TO THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; THENCE NORTH 62 DEGREES 29 MINUTES 55 SECONDS EAST (NORTH 62 DEGREES 37 MINUTES 25 SECONDS EAST, RECORD), 312.49 FEET (313.05 FEET, RECORD); THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST (NORTH 20 DEGREES 37 MINUTES EAST, RECORD), ALONG A SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352, 158.53 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, ALONG A NON-TANGENTIAL CURVE LEFT, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, THE CHORD OF WHICH BEARS SOUTH 86 DEGREES 12 MINUTES 22 SECONDS EAST, 329.74 FEET, AN ARC DISTANCE OF 344.75 FEET TO A POINT; THENCE NORTH 64 DEGREES 18 MINUTES 43 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, ALONG THE SOUTHERLY LINE OF AFORESAID TECHNOLOGY DRIVE, 1503.39 FEET TO A SOUTHEAST CORNER OF SAID TECHNOLOGY DRIVE; THENCE SOUTH 25 DEGREES 41 MINUTES 17 SECONDS EAST, ALONG THE SOUTHERLY EXTENSION OF AN EASTERLY LINE OF SAID TECHNOLOGY DRIVE, 2.36 FEET TO A POINT ON THE NORTHERLY LINE OF THE EAST-WEST TOLLWAY, INTERSTATE 88, FORMERLY INTERSTATE ROUTE 5; THENCE SOUTH 64 DEGREES 13 MINUTES 11 SECONDS WEST, ALONG SAID NORTHERLY LINE OF THE EAST-WEST TOLLWAY, 1339.97 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVE RIGHT, TANGENT TO THE LAST

Ordinance No. 4496

Re: PC 98-05

Page 5

DESCRIBED COURSE, HAVING A RADIUS OF 11,334.15 FEET, AN ARC DISTANCE OF 883.84 FEET (879.27 FEET, RECORD) TO A POINT ON THE WEST LINE OF AFORESAID TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 16.56 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 6: THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED RECORDED AUGUST 11, 1958 AS DOCUMENT 890356 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS ROUTE 56), 295.32 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SHAW-BOEGER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO THE POINT OF BEGINNING ON THE NORTHERLY LINE OF THE LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY WARRANTY DEED RECORDED SEPTEMBER 2, 1959 AS DOCUMENT 938352; THENCE NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY 90.06 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, ALONG A NON-TANGENTIAL CURVE RIGHT, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, THE CHORD OF WHICH BEARS SOUTH 47 DEGREES 38 MINUTES 54 SECONDS EAST, 105.68 FEET, AN ARC DISTANCE OF 106.13 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH 21 DEGREES 29 MINUTES 53 SECONDS WEST (SOUTH 21 DEGREES 23 MINUTES 36 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, 158.53 FEET; THENCE SOUTH 62 DEGREES 29 MINUTES 55 SECONDS WEST (62 DEGREES 30 MINUTES 19 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, 18.34 FEET (19.57 FEET, RECORD); THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 03 MINUTES 50 SECONDS WEST, RECORD), 144.24 FEET (144.20 FEET, RECORD) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 7: ALL THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE NORTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352 AND LYING WESTERLY OF THE WESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993 AND LYING EASTERLY OF THE EASTERLY LINE OF LOT 1 IN SHAW-BOEGER SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56), ALSO BEING THE NORTHERLY LINE OF SAID TRACT 4, 295.32 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF BUTTERFIELD ROAD, ALSO BEING THE NORTHERLY LINE OF SAID TRACT 4, 2.97 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF AFORESAID TECHNOLOGY DRIVE; THENCE SOUTH 28 DEGREES 18 MINUTES 00 SECONDS EAST, ALONG SAID WESTERLY LINE 20.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST, 291.24 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID WESTERLY LINE, ALONG A CURVE RIGHT, CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 154.98 FEET TO A POINT ON THE NORTHERLY LINE OF THE AFORESAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY; THENCE SOUTH 17 DEGREES 02 MINUTES 58 SECONDS WEST (SOUTH 17 DEGREES 04 MINUTES 19 SECONDS, RECORD), ALONG SAID NORTHERLY LINE, 90.06 FEET TO A POINT ON THE EAST LINE OF AFORESAID LOT 1 IN SHAW-BOEGER SUBDIVISION; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 03 MINUTES 50 SECONDS WEST, RECORD), ALONG THE EASTERLY LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 8: THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 35 MINUTES EAST, ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 91.95 FEET; THENCE NORTH 12 DEGREES 05 MINUTES WEST ALONG THE WESTERLY LINE OF TRACT NO. 2 OF THE PLAT OF SURVEY OF THE BOEGER FARM SOUTH OF BUTTERFIELD ROAD, RECORDED AS DOCUMENT NUMBER 789439, AND THE SAME EXTENDED, A DISTANCE OF 2722.70 FEET TO A POINT IN THE NORTHERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED JUNE 24, 1958 AS DOCUMENT NUMBER 886497; THENCE EASTERLY ALONG THE NORTHERLY LINE, SAID NORTHERLY LINE FORMING AN ANGLE OF 73 DEGREES 47 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 671.00 FEET TO

Ordinance No. 4496

Re: PC 98-05

Page 7

THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 42 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 82.54 FEET TO A POINT DISTANT 82.5 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, OF THE TRACT OF LAND SO CONVEYED BY DEED DATED JUNE 24, 1958; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 42 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 42.75 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 51 DEGREES 40 MINUTES TO THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 436.69 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 48 DEGREES 46 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 173.12 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 82.73 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 220.88 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 46 DEGREES 24 MINUTES TO THE LAST DESCRIBED COURSE A DISTANCE OF 395.79 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 39 DEGREES 18 MINUTES TO THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 39.45 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Parcel Nos.: 06-29-402-020, 06-29-402-024, 06-29-402-025, 06-28-103-013

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

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

Passed on first reading this 4th day of June, 1998.

First reading waived by action of the Board of Trustees this ____ day of _____, 1998.

Passed on second reading this ____ day of _____, 1998.

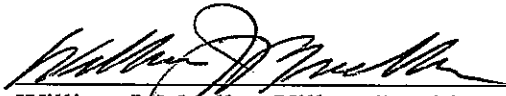
Ayes: Trustees Borqatell, Tross, Jaucilas and Gatz

Nayes: None

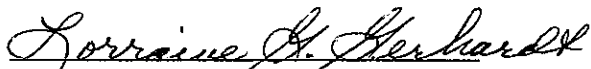
Absent: Trustees Schaffer and Gatz

Ordinance No. 4496
Re: PC 98-05
Page 8

Approved this 18th, day of June, 1998.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk

ORDINANCE NO. 4497

**AN ORDINANCE GRANTING A CONDITIONAL USE FOR A
PLANNED DEVELOPMENT WITH CERTAIN EXCEPTIONS FROM THE LOMBARD
ZONING ORDINANCE AND SUBDIVISION AND DEVELOPMENT ORDINANCE
GRANTING CONDITIONAL USE FOR TWO HOTELS; A RESTUARANT, AND OFF-
SITE PARKING; AND GRANTING CERTAIN VARIATIONS FROM
THE LOMBARD SIGN ORDINANCE**

PC 98-05: Homestead Village Subdivision;
(2601 S. Technology Drive, 2701 S. Technology Drive
and 2751 S. Technology Drive)

(See also Ordinance No.(s) 4494, 4495, and 4496)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Zoning Ordinance, otherwise known as Ordinance No. 3274; and,

WHEREAS, the subject property is zoned O Office District; and,

WHEREAS, an application has heretofore been filed requesting approval of a Conditional Use for a Planned Development including the construction of two hotels, one restaurant and off-site parking with exceptions from the Lombard Zoning Ordinance (Title 155 of the Village Code) and Subdivision and Development Ordinance (Title 154 of the Village Code), and requesting certain variations from the Lombard Sign Ordinance (Title 153 of the Village Code) on the property described in Section 2 below; and,

WHEREAS, public hearings on such application have been conducted by the Village of Lombard Plan Commission on March 11, 1998 and May 13, 1998 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the Conditional Use for a Planned Development, including two hotels, one restaurant and off-site parking, with the exceptions and variations described herein; and

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

WHEREAS, the President and Board of Trustees of the Village of Lombard have reviewed the request and find it would be in the best interest of the Village to grant said Conditional Use for a Final Plan of Planned Development subject to the terms and conditions established by this ordinance.

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

SECTION 1: That a Conditional Use for a Planned Development is hereby granted for the property described in Section 2 below and pursuant to the Lombard Zoning Ordinance, No. 3274, Section 5, Planned Developments, including the construction of two hotels, one restaurant and off-site parking, subject to the conditions set forth in Section 5 below.

SECTION 2: That this ordinance is limited and restricted to the property generally located at the southeast corner of Technology Drive and Butterfield Road, Lombard, Illinois, and legally described as follows:

PARCEL 1: ALL THAT PART OF TRACTS 3 AND 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE NORTHERLY LINE OF NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352 AND LYING WESTERLY OF THE WESTERLY LINE OF FREED'S SUBDIVISION RECORDED SEPTEMBER 29, 1982 AS DOCUMENT R82-44604 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56) ALSO BEING THE NORTHERLY LINE OF SAID TRACTS 3 AND 4, 387.61 FEET TO THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 157.00 FEET TO THE NORTHWEST CORNER OF LOT 1 IN FREED'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1982 AS DOCUMENT R82-44604; THENCE SOUTH 11 DEGREES 59 MINUTES 06 SECONDS EAST, (SOUTH 11 DEGREES 59 MINUTES 53 SECONDS EAST, RECORD), ALONG THE WESTERLY LINE OF SAID LOT 1, 264.78 FEET (265.26 FEET, RECORD) TO A POINT ON THE NORTHERLY LINE OF THE AFOREMENTIONED NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY; THENCE SOUTH 61 DEGREES 19 MINUTES 27 SECONDS WEST (SOUTH 61 DEGREES 21 MINUTES 50 SECONDS WEST, RECORD), 59.79 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 17 DEGREES 02 MINUTES 58 SECONDS WEST (SOUTH 17 DEGREES 04 MINUTES 19 SECONDS WEST, RECORD), 177.84 FEET, TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE; THENCE NORTHERLY ALONG A NON-TANGENTIAL CURVE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 255.00 FEET, THE CHORD OF WHICH BEARS NORTH 18 DEGREES 34 MINUTES 00 SECONDS WEST, 57.73 FEET, AN

ARC DISTANCE OF 57.86 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST, TANGENT TO SAID CURVE, 335.99 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY

WARRANTY DEED RECORDED AUGUST 11, 1958 AS DOCUMENT 890356 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56), 295.32 FEET TO THE NORTHEAST CORNER OF LOT 1, IN SHAW-BOEGER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO A POINT ON THE NORTHERLY LINE OF THE LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY WARRANTY DEED RECORDED SEPTEMBER 2, 1959 AS DOCUMENT 938352; THENCE NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, 195.54 FEET TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED TECHNOLOGY DRIVE, SAID POINT BEING THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG THE AFORESAID NORTHERLY LINE, 177.84 FEET; THENCE NORTH 61 DEGREES 19 MINUTES 27 SECONDS EAST (NORTH 61 DEGREES 21 MINUTES 50 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, 55.19 FEET (55.41 FEET, RECORD) TO THE NORTHEAST CORNER THEREOF, BEING ON THE EASTERLY LINE OF SAID TRACT 4; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE EAST LINE OF TRACT 4, A DISTANCE OF 154.44 FEET (154.01 FEET, RECORD) TO THE SOUTHEAST CORNER OF SAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHEAST CORNER OF SAID LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH 21 DEGREES 29 MINUTES 53 SECONDS WEST (SOUTH 21 DEGREES 23 MINUTES 36 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF SAID LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF SAID LAND CONVEYED TO THE ILLINOIS TOLL HIGHWAY COMMISSION, 151.49 FEET TO THE EASTERLY LINE, ALONG A NON-TANGENTIAL CURVE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 255.00 FEET, THE CHORD OF WHICH BEARS NORTH 39 DEGREES 00 MINUTES 25 SECONDS WEST, 122.86 FEET, AN ARC DISTANCE OF 124.08 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 40 MINUTES WEST, 435.95 FEET TO A POINT; THENCE NORTH 12 DEGREES 03 MINUTES 59

SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 2138.37 FEET (2139.11 FEET, RECORD); THENCE NORTH 62 DEGREES 29 MINUTES 55 SECONDS EAST (NORTH 62 DEGREES 37 MINUTES 25 SECONDS EAST, RECORD), 312.49 FEET (313.05 FEET, RECORD); THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST (NORTH 20 DEGREES 37 MINUTES EAST, RECORD), ALONG A SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352, 392.30 FEET (400.00 FEET, RECORD) TO A POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED, SAID POINT BEING ON THE EAST LINE OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS

WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 68.35 FEET (63.18 FEET, RECORD); THENCE NORTH 61 DEGREES 19 MINUTES 27 SECONDS EAST (NORTH 61 DEGREES 42 MINUTES EAST, RECORD) 672.74 FEET (671.00 FEET, RECORD); THENCE SOUTH 30 DEGREES 04 MINUTES 40 SECONDS EAST (SOUTH 30 DEGREES 00 MINUTES EAST, RECORD), 39.45 FEET (39.70 FEET, RECORD); THENCE SOUTH 69 DEGREES 23 MINUTES 08 SECONDS EAST (SOUTH 69 DEGREES 23 MINUTES, RECORD), 396.79 FEET (403.62 FEET, RECORD); THENCE NORTH 64 DEGREES 13 MINUTES 11 SECONDS EAST (NORTH 65 DEGREES 37 MINUTES EAST, RECORD) 493.87 FEET; THENCE SOUTH 25 DEGREES 41 MINUTES 17 SECONDS EAST, 17.24 FEET TO A POINT ON THE NORTHERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007 RECORDED OCTOBER 12, 1993; THENCE SOUTH 64 DEGREES 18 MINUTES 43 SECONDS WEST, ALONG SAID NORTHERLY LINE OF TECHNOLOGY DRIVE 1343.89 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE RIGHT TANGENT TO THE LAST DESCRIBED COURSE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 255.00 FEET AN ARC DISTANCE OF 279.23 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY; THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST 151.49 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 5: THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE SOUTH 88 DEGREES 40 MINUTES WEST, 435.95 FEET TO A POINT; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 2138.37 FEET (2139.11 FEET, RECORD) TO THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; THENCE NORTH 62 DEGREES 29 MINUTES 55 SECONDS EAST (NORTH 62 DEGREES 37 MINUTES 25 SECONDS EAST, RECORD), 312.49 FEET (313.05 FEET, RECORD); THENCE NORTH 21 DEGREES 29 MINUTES 53 SECONDS EAST (NORTH 20 DEGREES 37 MINUTES EAST, RECORD), ALONG A SOUTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352, 158.53 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, ALONG A NON-TANGENTIAL CURVE LEFT, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, THE CHORD OF WHICH BEARS SOUTH 86 DEGREES 12 MINUTES 22 SECONDS EAST, 329.74 FEET, AN ARC DISTANCE OF 344.75 FEET TO A POINT; THENCE NORTH 64 DEGREES 18 MINUTES 43 SECONDS EAST, TANGENT TO THE LAST DESCRIBED COURSE, ALONG THE SOUTHERLY LINE OF AFORESAID TECHNOLOGY DRIVE, 1503.39 FEET TO A SOUTHEAST CORNER OF SAID TECHNOLOGY DRIVE; THENCE SOUTH 25 DEGREES 41 MINUTES 17 SECONDS EAST, ALONG THE SOUTHERLY EXTENSION OF AN EASTERLY LINE OF SAID TECHNOLOGY DRIVE, 2.36 FEET TO A POINT ON THE NORTHERLY LINE OF THE EAST-WEST TOLLWAY, INTERSTATE 88, FORMERLY INTERSTATE ROUTE 5; THENCE SOUTH 64 DEGREES 13 MINUTES 11 SECONDS WEST, ALONG SAID NORTHERLY LINE OF THE EAST-WEST TOLLWAY, 1339.97 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 11,334.15 FEET, AN ARC DISTANCE OF 883.84 FEET

(879.27 FEET, RECORD) TO A POINT ON THE WEST LINE OF AFORESAID TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 05 MINUTES WEST, RECORD), 16.56 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 6: THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY

WARRANTY DEED RECORDED AUGUST 11, 1958 AS DOCUMENT 890356 AND LYING EASTERLY OF THE EASTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 4, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF BUTTERFIELD ROAD (ILLINOIS ROUTE 56), 295.32 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SHAW-BOEGER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897; THENCE SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST (SOUTH 12 DEGREES 03 MINUTES 50 SECONDS EAST, RECORD), ALONG THE EAST LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO THE POINT OF BEGINNING ON THE NORTHERLY LINE OF THE LANDS CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY BY WARRANTY DEED RECORDED SEPTEMBER 2, 1959 AS DOCUMENT 938352; THENCE NORTH 17 DEGREES 02 MINUTES 58 SECONDS EAST (NORTH 17 DEGREES 04 MINUTES 19 SECONDS EAST, RECORD), ALONG SAID NORTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY 90.06 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, ALONG A NON-TANGENTIAL CURVE RIGHT, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 335.00 FEET, THE CHORD OF WHICH BEARS SOUTH 47 DEGREES 38 MINUTES 54 SECONDS EAST, 105.68 FEET, AN ARC DISTANCE OF 106.13 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION; THENCE SOUTH 21 DEGREES 29 MINUTES 53 SECONDS WEST (SOUTH 21 DEGREES 23 MINUTES 36 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, 158.53 FEET; THENCE SOUTH 62 DEGREES 29 MINUTES 55 SECONDS WEST (62 DEGREES 30 MINUTES 19 SECONDS WEST, RECORD), ALONG SAID SOUTHERLY LINE OF THE LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY, BEING THE NORTHERLY LINE OF THE LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, 18.34 FEET (19.57 FEET, RECORD); THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 03 MINUTES 50 SECONDS WEST, RECORD), 144.24 FEET (144.20 FEET, RECORD) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 7: ALL THAT PART OF TRACT 4 OF THE PLAT OF SURVEY OF THE BOEGER FARM OF PART OF SECTIONS 28 AND 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1956 AS DOCUMENT 789439, LYING NORTHERLY OF THE NORTHERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY AS CONVEYED BY DOCUMENT 938352 AND LYING WESTERLY OF THE WESTERLY LINE OF TECHNOLOGY DRIVE AS DEDICATED BY DOCUMENT R93-231007, RECORDED OCTOBER 12, 1993 AND LYING EASTERLY OF THE EASTERLY LINE OF LOT 1 IN SHAW-BOEGER SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1988 AS DOCUMENT R88-066897, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 4; THENCE NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF BUTTERFIELD ROAD (ILLINOIS STATE ROUTE 56), ALSO BEING THE NORTHERLY LINE OF SAID TRACT 4, 295.32 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 BEING THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING NORTH 61 DEGREES 42 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF BUTTERFIELD ROAD, ALSO BEING THE NORTHERLY LINE OF SAID

TRACT 4, 2.97 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF AFORESAID TECHNOLOGY DRIVE; THENCE SOUTH 28 DEGREES 18 MINUTES 00 SECONDS EAST, ALONG SAID

WESTERLY LINE 20.60 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, SOUTH 12 DEGREES 03 MINUTES 59 SECONDS EAST, 291.24 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID WESTERLY LINE, ALONG A CURVE RIGHT, CONVEX TO THE SOUTHWEST, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 154.98 FEET TO A POINT ON THE NORTHERLY LINE OF THE AFORESAID LAND CONVEYED TO THE NORTHERN ILLINOIS GAS COMPANY; THENCE SOUTH 17 DEGREES 02 MINUTES 58 SECONDS WEST (SOUTH 17 DEGREES 04 MINUTES 19 SECONDS, RECORD), ALONG SAID NORTHERLY LINE, 90.06 FEET TO A POINT ON THE EAST LINE OF AFORESAID LOT 1 IN SHAW-BOEGER SUBDIVISION; THENCE NORTH 12 DEGREES 03 MINUTES 59 SECONDS WEST (NORTH 12 DEGREES 03 MINUTES 50 SECONDS WEST, RECORD), ALONG THE EASTERLY LINE OF SAID LOT 1, 538.38 FEET (538.70 FEET, RECORD) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 8: THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 35 MINUTES EAST, ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 91.95 FEET; THENCE NORTH 12 DEGREES 05 MINUTES WEST ALONG THE WESTERLY LINE OF TRACT NO. 2 OF THE PLAT OF SURVEY OF THE BOEGER FARM SOUTH OF BUTTERFIELD ROAD, RECORDED AS DOCUMENT NUMBER 789439, AND THE SAME EXTENDED, A DISTANCE OF 2722.70 FEET TO A POINT IN THE NORTHERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED JUNE 24, 1958 AS DOCUMENT NUMBER 886497; THENCE EASTERLY ALONG THE NORTHERLY LINE, SAID NORTHERLY LINE FORMING AN ANGLE OF 73 DEGREES 47 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 671.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 42 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 82.54 FEET TO A POINT DISTANT 82.5 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, OF THE TRACT OF LAND SO CONVEYED BY DEED DATED JUNE 24, 1958; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 42 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 42.75 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 51 DEGREES 40 MINUTES TO THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 436.69 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 48 DEGREES 46 MINUTES TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 173.12 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED FOR A DISTANCE OF 82.73 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 220.88 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A

LINE FORMING AN ANGLE OF 46 DEGREES 24 MINUTES TO THE LAST DESCRIBED COURSE A DISTANCE OF 395.79 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 39 DEGREES 18 MINUTES TO THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 39.45 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

(hereinafter the "Subject Property").

Parcel Nos.: 06-29-402-020, 06-29-402-024, 06-29-402-025, 06-28-103-013

SECTION 3: The following exceptions from the Lombard Village Code are hereby granted in conjunction with the Conditional Use for a Planned Development, subject to the conditions set forth in Section 5 below:

- A) That an exception is granted to Section 154.11.F of the Lombard Village Code to reduce the required front yard for proposed Lot 1 of the Subject Property to twenty feet (20') (where thirty feet (30') is required);
- B) That an exception is granted to Sections 154.411.h. and 154.508.C.4. of the Lombard Village Code to increase the overall allowed floor area ratio to .60 (where .35 is allowed per buildable lot);
- C) That an exception is granted to Section 155.411.G of the Lombard Village Code to increase the allowed building height for one of the hotels to ten (10) stories or one hundred ten feet (110') feet, whichever is less (where four (4) stories or forty-five feet (45'), whichever is less, is allowed);
- D) That an exception is granted to Section 155.602 A.3.d. of the Lombard Village Code to allow parking within the required front yard;
- E) That an exception is granted to Sections 155.411.H and 155.508.C.7. of the Lombard Village Code to provide an open space calculation of not less than 36%;
- F) That an exception is granted to Section 155.706.C.1. of the Lombard Village Code to eliminate perimeter parking lot landscaping along the North and South property lines of proposed Lot 2 of the Subject Property;
- G) That an exception is granted to Section 155.603, Table 6-4 of the Lombard Village Code to eliminate the required loading berths;
- H) That an exception is granted to Section 155.602 A.3.b. to allow parking to be more than three-hundred (300) feet from the entrance of the restaurant to be constructed on Lot 1 of the Subject Property;
- I) That an exception is granted to Section 155.504.B. of the Lombard Village Code to allow sidewalk to be constructed at locations other than one foot from the property line;
- J) That an exception is granted to Section 155.602.A.5 of the Lombard Village Code to allow of the size of some of the parking stalls, as shown on the Preliminary Architectural Site Plan as prepared by archiplan international, ltd, dated March 24, 1998, to be reduce to sixteen feet in length, provided that an additional two (2) feet of landscaping is provided adjacent to the parking stall;

K) That an exception is granted to Section 154.304.D.2 of the Lombard Village Code to eliminate the sidewalks along the south and west side of Technology Drive.;

L) That an exception is granted to Section 155.708.A of the Lombard Village Code to allow the equivalent in area and plantings of the required foundation landscaping in a location other than a minimum width of ten feet (10') around the perimeter of the building;

M) That an exception is granted to Section 155.411.D of the Lombard Village Code to allow Lots 8 and 9 a minimum lot area of less than fifteen thousand (15,000 square feet);

N) That an exception is granted to Section 153.503.A.8.b of the Lombard Village Code to allow two (2) wall signs on the proposed hotels.

SECTION 4: That a variation is granted from Section 153.225 of the Lombard Village Code to allow one off-premise ground-mounted sign on Lot 1 of the Subject Property, subject to the conditions set forth in Section 5 below. This sign shall not exceed forty-eight square feet in area, shall not exceed six feet six inches (6' 6") in height, and shall substantially conform to the Exterior Elevation drawings, as prepared by archiplan international, ltd., dated April 24, 1998, said drawings being incorporated herein as Exhibit A and attached hereto.

SECTION 5: The conditional uses, exceptions and variations set forth in Sections 2, 3 and 4 above, are hereby subject to the following conditions:

A) That the Subject Property be developed in substantial compliance with the Preliminary Architectural Site Plan as prepared by archiplan international, ltd, dated March 24, 1998, attached hereto as Exhibit B and made part hereof.

B) That the Subject Property be landscaped in substantial compliance with the Preliminary Landscape Plan as prepared by archiplan international, ltd, dated March 20, 1998, attached hereto as Exhibit C and made part hereof, subject to the following revisions:

1) That the petitioner must provide a plan to show how the off-premise sign will be landscaped.

2). That no off-premise signs be allowed on Lot 7 of the Subject Property as shown on the Preliminary Plat of Subdivision, Prepared by Gentile and Associates, Inc., dated February 23, 1998, last revised March 18, 1998, attached hereto as Exhibit D and made part hereof.

3). That no building permits shall be issued unless and until the Village has in hand, in a form satisfactory to the Director of Community Development, written assurances that

the increase in traffic on Technology Drive will be sufficiently mitigated by intersection improvements at the Fountain Square Drive/Butterfield Road intersection to service the Waste Management and Rust Environmental properties. These assurances shall include but not be limited to (a) a binding agreement executed by all necessary parties providing

for the necessary intersection improvements at the Fountain Square Drive/Butterfield Road intersection as may be approved by IDOT, and (b) security in the form of cash or a letter of credit for the estimated cost of the intersection improvements South of the back of the curb on the South side of Butterfield Road, extended across the Waste Management and Rust Environmental driveways.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this 4th day of June, 1998.

First reading waived by action of the Board of Trustees this _____ day of _____, 1998.

Passed on second reading this _____ day of _____, 1998.

Ayes: Trustees Borqatell, Tross, Jaugilas and Kufrin

Nayes: None

Absent: Trustees Schaffer and Gatz

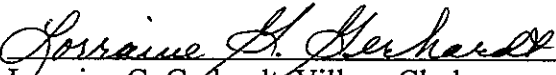
Approved this 18th day of June, 1998.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk

Published by me in pamphlet form this 24th day of June, 1998.


Lorraine G. Gerhardt, Village Clerk

120898;020298;031998;042398;051898

homestead/annex

EXHIBIT D

PRELIMINARY PLAT

1

2

3