

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

Resolution or Ordinance (Blue) \_\_\_\_\_  
 Recommendations of Boards, Commissions & Committees (Green)  
 Other Business (Pink)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 X

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager *dash*

DATE: October 27, 2008 (B of T) Date: November 6, 2008

TITLE: PC 08-14: 1308 S. Meyers Road

SUBMITTED BY: Department of Community Development *MM*

BACKGROUND/POLICY IMPLICATIONS:

Your Plan Commission transmits for your consideration its recommendation relative to the above-mentioned petition. This petition requests that the Village take following actions on the subject property:  
 1. Ordinance Authorizing the Execution of an Annexation Agreement (2/3 of Corporate Authorities Vote required)  
 2. Ordinance Annexing Certain Territory to the Village of Lombard.  
 3. Ordinance approving a map amendment from the R0 Single-Family Residence District to the R1 Single-Family Resident District. (UNINCORPORATED)

The Plan Commission recommended approval of this request with one condition.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X

Finance Director X

Village Manager X *David A. Hulseberg*

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 10/29/08

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

#080633  
 District #6





**MEMORANDUM**

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

**FROM:** William Heniff, AICP, Director of Community Development *WH*

**DATE:** October 27, 2008

**SUBJECT:** PC 08-14: 1308 S. Meyers Road

Attached please find the following items for Village Board consideration as part of the November 6, 2008 Village Board meeting:

1. Plan Commission referral letter;
2. IDRC report for PC 08-14;
3. An Ordinance Authorizing the Execution of an Annexation Agreement;
4. An Ordinance Annexing Certain Territory to the Village of Lombard;
5. An Ordinance approving a map amendment from the R0 Single-Family Residence District to the R1 Single-Family Resident District; and
6. An aerial depicting the property to be annexed.

The Plan Commission recommended approval of the zoning actions associated with the petition with one condition.



**VILLAGE OF LOMBARD**  
 255 E. Wilson Ave.  
 Lombard, Illinois 60148-3931  
 (630) 620-5700 Fax (630) 620-8222  
 www.villageoflombard.org



November 6, 2008

Mr. William J. Mueller,  
 Village President, and  
 Board of Trustees  
 Village of Lombard

William J. Mueller  
 Village President

Brightie O'Brien  
 Village Clerk

Trustees

Greg Alan Cron, Dist. 1  
 Richard J. Tross, Dist. 2  
 John "Jack" T. O'Brien, Dist. 3  
 Dana L. Moreau, Dist. 4  
 Laura A. Fitzpatrick, Dist. 5  
 Rick Soderstrom, Dist. 6

Dear President and Trustees:

**Subject: PC 08-14; 1308 S. Meyers Road**

Your Plan Commission transmits for your consideration its recommendation regarding the above-referenced petition. The petitioner requests that the Village take following actions on the subject property:

David A. Hulseberg  
 Village Manager

1. Approval of an Annexation Agreement;
2. Annexation to the Village of Lombard; and
3. Approval of a map amendment from the R0 Single-Family Residence District to the R1 Single-Family Resident District.

*"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."*

Jennifer Henaghan, Senior Planner, presented the staff report on behalf of the petitioners, Phillip and Linda Giordano. The property owner wishes to annex the property into the Village of Lombard and is requesting a map amendment from the R0 District to the R1 District. The Comprehensive Plan recommends Estate Residential land uses at this location. The proposed single family uses and lot sizes are consistent with this recommendation.

*"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."*

As of October 2007, newly annexed properties are given R0 Single Family Residence zoning by default. Prior to the creation of the R0 District, properties were automatically assigned to the R1 Single Family Residence District. The petitioner is requesting R1 zoning, which is the zoning classification that was applied to the Lund's Resubdivision annexations to the north that occurred in 2003. Staff has no objection to the proposed map amendment as it is consistent with existing zoning classifications for single-family properties on the block. The subject property exceeds the R1 minimum width and area requirements and the existing single-family home meets all setback requirements.

The subject property is bordered by residential properties on all four sides and is currently utilized as a single family residence; therefore there is no change in the property's compatibility with existing land uses.

No subdivision is currently proposed. However, the property is sufficiently large to allow a future two-lot resubdivision with one single-family lot fronting on Meyers Road and one single-family lot fronting on School Street. Such a subdivision would not require zoning relief under the R1 District, but would require the removal of the existing accessory structure. The petitioner is preparing a companion annexation agreement for the subject property. This agreement will be considered by the Village Board in conjunction with the final consideration of Ordinances. Contiguity will be established via the properties on the west side of School Street, which are expected to have been annexed by the time this petition is heard by the Village Board.

Ms. Henaghan concluded by stating that, for the aforementioned reasons, staff finds that the petition meets the standards for map amendments and staff recommends approval.

Chairperson Ryan then opened the meeting for public comment. No one spoke in favor or in opposition to the petition.

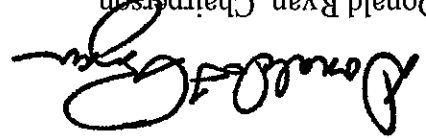
Chairperson Ryan then opened the meeting for comment among the Commissioners. There was no discussion prior to the motion.

After due consideration of the petition and the testimony presented, the Plan Commission found that the proposal **complies** with the standards required by the Lombard Zoning Ordinance; and, therefore, moved that the Plan Commission find that the findings included as part of the Inter-departmental Review Report be the findings of the Plan Commission and therefore, recommended to the Corporate Authorities **approval** of the zoning actions associated with PC 08-14 for the subject properties, subject to the following condition:

1. That the rezoning request shall be contingent upon the Village and the property owner entering into an Annexation Agreement.

Respectfully,

VILLAGE OF LOMBARD



Donald Ryan, Chairperson  
Lombard Plan Commission

c. Petitioner  
Lombard Plan Commission

**VILLAGE OF LOMBARD  
INTER-DEPARTMENTAL REVIEW GROUP REPORT**

**TO:** Lombard Plan Commission  
**FROM:** Department of Community Development  
**PREPARED BY:** Jennifer Henaghan, AICP Senior Planner  
**HEARING DATE:** October 20, 2008

**TITLE**

**PC 08-14; 1308 S. Meyers Road:** The petitioner requests that the Village take following actions on the subject property:

1. Approval of an Annexation Agreement;
2. Annexation to the Village of Lombard; and
3. Approval of a map amendment from the R0 Single-Family Residence District to the R1 Single-Family Resident District.

**GENERAL INFORMATION**

**Petitioner/Property Owner:** Philip & Linda Giordano  
1746 S. LaLonde  
Lombard, IL 60148

**PROPERTY INFORMATION**

**Existing Zoning:** Unincorporated DuPage County (zoned R-3 Residential)  
**Existing Land Use:** Single-Family Residential  
**Size of Property:** Approximately 31,350 square feet  
**Comprehensive Plan:** Recommends Estate Residential  
**Surrounding Zoning and Land Use:**

**North:** Unincorporated DuPage County zoned R-3 Single-Family Residential; developed as Single-Family Residences  
**South:** Unincorporated DuPage County zoned R-3 Single-Family Residential; developed as Single-Family Residences

East: Unincorporated DuPage County zoned R-3 Single-Family Residential; developed as Single-Family Residences

West: Unincorporated DuPage County zoned R-3 Single-Family Residential; developed as Single-Family Residences

## ANALYSIS

## SUBMITTALS

This report is based on the following documents:

1. Plat of Survey, Prepared by Accredited Land Surveying, dated May 15, 2001.

## DESCRIPTION

The property owner wishes to annex the property into the Village of Lombard and is requesting a map amendment from the R0 District to the R1 District.

## INTER-DEPARTMENTAL REVIEW COMMENTS

### ENGINEERING

The Private Engineering Services Division has no comments.

### PUBLIC WORKS

The Engineering Division and Utilities Division of the Public Works Department have no comments at this time.

### BUILDING AND FIRE

The Fire Department/Bureau of Inspectional Services has no comments.

## PLANNING

### Compliance with the Comprehensive Plan

The Comprehensive Plan recommends Estate Residential land uses at this location. The proposed single family uses and lot sizes are consistent with this recommendation.



**Compliance with the Zoning Ordinance**

As of October 2007, newly annexed properties are given R0 Single Family Residence zoning by default. Prior to the creation of the R0 District, properties were automatically assigned to the R1 Single Family Residence District. The petitioner is requesting R1 zoning, which is the zoning classification that was applied to the annexations to the north that occurred in 2003 (Lund's Resubdivision at 1231, 1233, and 1237 S. School Street). Staff has no objection to the proposed map amendment as it is consistent with existing zoning classifications for single-family properties on the block. The subject property exceeds the R1 minimum width and area requirements and the existing single-family home meets all setback requirements.

**Compatibility with Surrounding Land Uses**

The subject property is bordered by residential properties on all four sides. The subject property is currently utilized as a single family residence; therefore there is no change in the property's compatibility with existing land uses.

**Compatibility with the Subdivision and Development Ordinance**

No subdivision is currently proposed. However, the property is sufficiently large to allow a future two-lot resubdivision with one single-family lot fronting on Meyers Road and one single-family lot fronting on School Street. Such a subdivision would not require zoning relief under the R1 District, but would require the removal of the existing accessory structure.

**Annexation Agreement**

The petitioner is preparing a companion annexation agreement for the subject property. This agreement will be considered by the Village Board in conjunction with the final consideration of Ordinances. Contiguity will be established via the properties on the west side of School Street, which are expected to have been annexed by the time this petition is heard by the Village Board.

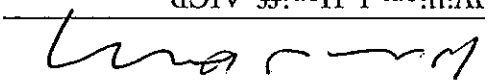
**FINDINGS AND RECOMMENDATIONS**

The proposed annexation and companion variations are compatible with the surrounding land uses and zoning. Based on the above, the Inter-Departmental Review Committee recommends that the Plan Commission make the following motion recommending approval of this petition:

Based on the submitted petition and the testimony presented, the proposal **complies** with the standards required by the Lombard Zoning Ordinance; and, therefore, I move that the Plan Commission find that the findings included as part of the Inter-Departmental Review Report be the findings of the Plan Commission and therefore, I recommend to the Corporate Authorities **approval** of the zoning actions associated with PC 08-14 for the subject properties, subject to the following condition:

1. That the rezoning request shall be contingent upon the Village and the property owner entering into an Annexation Agreement.

Report Approved By:

  
\_\_\_\_\_  
William J. Heniff, AICP  
Director of Community Development

att-

c. Petitioner

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# Location Map

PC 08-14





**ORDINANCE**

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

(PC 08-14: 1308 S. Meyers Road)

(See also Ordinance No.(s) \_\_\_\_\_)

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 properties located at 1308 S. Meyers Road Road, Lombard, Illinois to be entered into; and,

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

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

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 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 November 6, 2008.

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 1308 S. Meyers Road, Lombard, Illinois containing 0.72 acres more or less and legally described as follows:

LOT 7 IN DECKE'S DIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED

PN: 06-21-102-010

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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2008.  
Passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

**ANNEXATION AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village"); and Philip and Linda Giordano (hereinafter collectively referred to as "Owner");

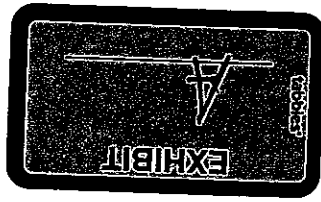
**W I T N E S S E T H:**

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

**WHEREAS**, the Subject Property is not yet adjacent to or contiguous with the existing corporate boundaries of the Village; and

**WHEREAS**, the Village desires to annex and the Owner desires to have the Subject Property annexed to the Village as soon as reasonably practicable following the establishment of contiguity between the corporate boundaries of the Village and the Subject Property, 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 is an approximately 0.68-acre parcel of land and there are \_\_\_\_\_ electors residing thereon; and



**WHEREAS**, all owner(s) of record of the Subject Property and at least 51% of the electors residing thereon 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**, all subsequent owner(s) of record of the Subject Property and all electors hereafter residing on the Subject Property shall be bound by the Annexation Petition and shall execute and submit an updated version of the Annexation Petition immediately preceding the annexation of the Subject Property to the Village as provided for in Paragraph 3 of this Agreement;

and

**WHEREAS**, a public hearing on this Annexation Agreement ("Agreement") has been held by the Corporate Authorities on the \_\_\_\_\_ day of \_\_\_\_\_, 2008; 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 deem it to the mutual

advantage of the parties and in the public interest that, as soon as legally permissible, the Subject

Property be annexed to 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

**NOW THEREFORE**, in consideration of the premises and the mutual promises herein set

forth, the parties hereto agree as follows:

1. **Incorporation of Recitals:** The Village and Owner agree that the foregoing

recitals are incorporated in this Agreement as if fully recited herein.

2. **Development of Subject Property:** The Village and Owner agree that the Subject

Property shall be developed in accordance with the terms of this Agreement.

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 and following the establishment of contiguity between the corporate

boundaries of the Village and the Subject Property. 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-0 Single Family Residence District to the R-1 Single Family Residence District under the Zoning Ordinance. Owner agrees that all uses carried out upon the Subject Property prior to its annexation, whether or not a permitted use under the County Zoning Ordinance, shall conform with the permitted uses under the R-0 District of the Zoning Ordinance unless otherwise approved by the Village pursuant to proper application and applicable hearings as required by law. The parties shall further 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.

5. **Connection to Sanitary Sewer:** The Village agrees that the Owner shall not be required to connect to Village sanitary sewer until such time as one of the following events occurs:

A. The septic system on the Subject Property fails;

B. The Subject Property is sold; or

C. The Subject Property is subdivided.

6. **Utility Connection Fees:** The Owner agrees to pay the following fees to the Village for utility connections to the Subject Property at such time as the Owner desires to connect to Village utilities or one of the events listed in Section 6 (above) occurs:

A. Sewer connection fee in the amount of one-half (1/2) the amount stated in Section 50.100 (A) of the Village Code (Water and Sewer Connection Charges), to be paid upon connection to the Village sanitary sewer system.

In addition to these fees, the Owner agrees to pay all applicable permit (including, but not limited to building permit) fees as required by Village Ordinances at the time of application for the

respective permits. Owner further agrees that the connection charges required by this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the Subject Property.

7. **Subdivision:** The Owner shall be allowed to subdivide the Subject Property into two (2) developable Lots of Record as permitted under the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code), provided said subdivided lots comply with the Village Code.

8. **General Provisions:**

A. **Notices:** Notice or other writings which any party is required to, or

may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(1) If to the Village or  
Corporate Authorities:

President and Board of Trustees  
VILLAGE OF LOMBARD  
255 East Wilson Avenue  
Lombard, Illinois 60148

With a copy to:

Village Manager  
VILLAGE OF LOMBARD  
255 East Wilson Avenue  
Lombard, Illinois 60148

Director of Community Development  
VILLAGE OF LOMBARD  
255 East Wilson Avenue

Lombard, Illinois 60148

Thomas P. Bayer  
KLEIN, THORPE AND JENKINS, LTD.

20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606

(2)

If to the Owner:

Linda and Philip Giordano  
1746 S. LaLonde  
Lombard, Illinois 60148

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

parties.

**B. Binding Agreement** This Agreement shall insure to the benefit of and

shall be binding upon Owner's successors in any manner in title, and shall be binding upon the

Village and the successor Corporate Authorities of the Village and any successor municipality.

**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 R below.

**D. Remedies:** The Village and Owner, and their successors and assigns,

covenant and agree that in the event of default of any of the terms, provisions or conditions of this

Agreement by any party, or their successors or assigns, which default exists uncorrected for a period

of ten (10) days after written notice to any party to such default, the party seeking to enforce said provision shall have the right of specific performance and if said party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.

**F. Convenances:** Nothing contained in this Agreement shall be

construed to restrict or limit the right of Owner to sell or convey all or any portion of the Subject Property, whether improved or unimproved.

**F. Survival of Representations:** Each of the parties agrees that the

representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.

**G. Captions and Paragraph Headings:** The captions and paragraph

headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

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

**(1) To Effective Date of Agreement:** The Owner 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 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 Village made by and through its Director of Community Development, Owner from time to time shall promptly reimburse Village for all reasonable expenses and costs incurred by Village in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses 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, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of public improvements.

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

Notwithstanding the foregoing, Owner 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 the Owner

and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner, on

notice from Village, shall assume, fully and vigorously, the entire defense of such lawsuit and all

expenses of whatever nature relating thereto; provided, however:

- (a) Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal or 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 Village and Owner, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner shall reimburse the Village, from time to time on written demand from the Director of Community Development and notice of the amount due, for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Owner 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 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 may, in its

sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

**I. No Waiver or Relinquishment of Right to Enforce Agreement:**

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**J. Village Approval or Direction:** Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

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

**L. Authorization to Execute:** The Owner executing this Agreement warrants that they have lawful authority to execute this Agreement. 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.

**M. Amendment:** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement



shall be binding upon the parties hereto unless authorized in accordance with law and reduced in

writing and signed by them.

**N. Counterparts:** This Agreement may be executed in two (2) or more

counterparts, each of which taken together, shall constitute one and the same instrument.

**O. Conflict Between the Text and Exhibits:** In the event of a conflict in the

provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement

shall control and govern.

**P. Definition of Village:** When the term Village is used herein it shall be

construed as referring to the Corporate Authorities of the Village unless the context clearly

indicates otherwise.

**Q. Execution of Agreement:** This Agreement shall be signed last by the

Village and the President of the Village shall affix the date on which he/she signs this Agreement

on Page 1 hereof, which date shall be the effective date of this Agreement.

**R. Term of Agreement:** This Agreement shall be in full force and effect for a

term of twenty (20) years from and after the date of execution of this Agreement.

**S. Venue:** The parties hereto agree that for purposes of any lawsuit(s)

between them concerning this Agreement, its enforcement, or the subject matter thereof, venue

shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of

action.

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

VILLAGE OF LOMBARD

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

ATTEST:

Village Clerk

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

ATTEST:

Its \_\_\_\_\_

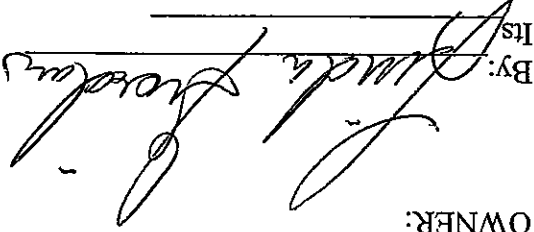
DATED: \_\_\_\_\_

ATTEST:

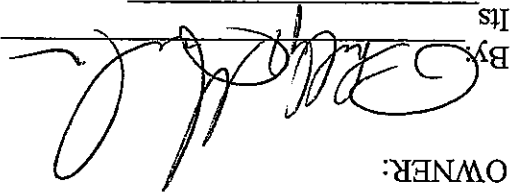
Its \_\_\_\_\_

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

OWNER:

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

OWNER:

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

**ACKNOWLEDGMENTS**

) STATE OF ILLINOIS  
)  
) SS.  
) \_\_\_\_\_  
) COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Brigitte O'Brien, personally known to me to be the Village Clerk of said Village of Lombard, 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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



STATE OF ILLINOIS )  
) SS )  
) COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

\_\_\_\_\_ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument, as his/her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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

PIN: 06-21-102-010

ILLINOIS.  
RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY,  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD  
LOT 7 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST QUARTER

**EXHIBIT A - LEGAL DESCRIPTION**

ORDINANCE \_\_\_\_\_

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

(PC 08-14: 1308 S. Meyers Road)

(See also Ordinance No.(s) \_\_\_\_\_)

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

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

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

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

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

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

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located at 1308 S. Meyers Road, Lombard, Illinois and legally described as follows:

LOT 7 IN DICKER'S DIVISION OF THAT PART OF THE NORTHWEST  
QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED JULY 9, 1924 IN BOOK 11 OF PLATS, PAGE 52 AS DOCUMENT  
179881, IN DU PAGE COUNTY, ILLINOIS.

PIN: 06-21-102-010

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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.  
First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_,  
2008.  
Passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2008.



William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk



**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE APPROVING A MAP AMENDMENT (REZONING)**  
**TO THE LOMBARD ZONING ORDINANCE**  
**TITLE 15, CHAPTER 155 OF THE CODE OF LOMBARD, ILLINOIS**

(PC 08-14: 1308 S. Meyers Road)

(See also Ordinance No.(s) \_\_\_\_\_)

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

WHEREAS, concurrent with a request for annexation into the Village of Lombard, an application has heretofore been filed requesting a map amendment for the purpose of rezoning the property described in Section 2 hereto from R0 Single Family Residence District to the R1 Single Family Residence District; and,

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on October 20, 2008 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 map amendment 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 the R1 Single Family Residence District.

SECTION 2: That this ordinance is limited and restricted to the property generally located at 1308 S. Meyers Road, Lombard, Illinois and legally described as follows:

LOT 7 IN DECKE'S DIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 IN BOOK 11 OF PLATS, PAGE 52 AS DOCUMENT 179881, IN DU PAGE COUNTY, ILLINOIS.

PIN: 06-21-102-010

SECTION 3: The map amendment set forth in Section 1 above shall be granted subject to compliance with the following condition:

1. That the rezoning request shall be contingent upon the Village and the property owner entering into an Annexation Agreement.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

Nayes: \_\_\_\_\_

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

Brigitte O'Brien, Village Clerk

ATTEST:

William J. Mueller, Village President

Approved this \_\_\_\_\_, day of \_\_\_\_\_, 2008.

Ordinance No. \_\_\_\_\_  
Re: PC 08-14  
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