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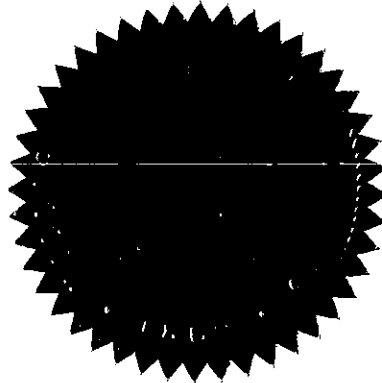
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ORDINANCE 5586

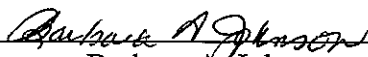
PAMPHLET

ORDINANCE AMENDING THE COMPREHENSIVE PLAN,  
APPROVAL OF AN ANNEXATION AGREEMENT,  
ANNEXATION TO THE VILLAGE OF LOMBARD,  
REZONING FROM R1 SINGLE FAMILY RESIDENTIAL TO R4 LIMITED GENERAL  
RESIDENTIAL AND CONDITIONAL USE WITH DEVIATIONS

BUCKINGHAM ORCHARD SUBDIVISION  
615-617 W. PLEASANT



PUBLISHED IN PAMPHLET FORM THIS 23<sup>rd</sup> DAY OF November, 2004  
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,  
DUPAGE COUNTY, ILLINOIS.

  
\_\_\_\_\_  
Barbara A. Johnson  
Deputy Village Clerk

**ORDINANCE NO. 5586**

**AN ORDINANCE GRANTING A CONDITIONAL USE FOR A PLANNED  
DEVELOPMENT WITH DEVIATIONS IN A R4 LIMITED GENERAL  
RESIDENTIAL DISTRICT**

(PC 04-28: Buckingham Orchard Subdivision)

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 155.408 of the Code of Lombard, Illinois; and,

WHEREAS, concurrent with a request for a map amendment approval on the subject property, an application has heretofore been filed requesting approval of a conditional use for a planned development with deviations in an R4 Limited General Residential District; and,

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on September 20, 2004 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 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;

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 with the following deviations is hereby granted for the Subject property described in Section 2 below, subject to the conditions set forth in Section 3 below:

A. A deviation from Section 155.408 (F)(3)(b) to reduce the corner side yard setback from twenty (20) feet to fifteen (15) feet.

SECTION 2: That this ordinance is limited and restricted to the property generally located at 615 and 617 W. Pleasant, Lombard, Illinois and legally described as follows:

LOTS 18 AND 19 IN MILTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS PLEASANT HILLS WEST) OF PART OF THE EAST ½ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452574, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-01-401-045, 05-01-401-044, & 05-01-401-047

SECTION 3: The conditional use set forth in Section 1 above shall be granted subject to compliance with the following conditions:

1. That the petitioner shall develop the site in accordance with the Geometric Plan, updated September 3, 2004, prepared by Spaceco Inc.
2. That the petitioner shall satisfactorily addresses all of the comments within the IDRC report.
3. That the petitioner shall submit a revised landscape plan in conjunction with the final engineering/geometric plans. Said plan shall meet the landscape planting requirements as required by the zoning and Subdivision and Development Ordinances.
4. That the petitioner shall submit revised architectural drawings depicting the final proposed design palette of the structures, the design of which shall be subject to the approval of the Director of Community Development.
5. That the petitioner shall enter into an annexation agreement with the Village.
6. That in the event that the tract of land currently owned by ISTHA is not conveyed to the petitioner, the site plan shall be amended to remove the northern most townhouse unit on Building 3 as depicted on the submitted plan.

Ordinance No. 5586  
Re: PC 04-28  
Page 3

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 November, 2004.

First reading waived by action of the Board of Trustees this \_\_\_\_ day of \_\_\_\_\_, 2004.


Passed on second reading this 18th day of November, 2004.

Ayes: Trustees Williams, Tross, Koenig, Seby, Florey and Soderstrom

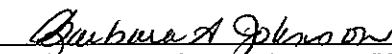
Nays: None

Absent: None

Approved this 18th, day of November, 2004.

  
William J. Mueller, Village President

ATTEST:

  
Barbara A. Johnson, Deputy Village Clerk

**ORDINANCE 5585**

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

(PC 04-28: 615 and 617 W. Pleasant)  
(Buckingham Orchard Subdivision)

(See also Ordinance No.(s) 5582, 5583, 5584 & 5586 )

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 the R4 Limited General Residence District; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on September 20, 2004, 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 from R1 Single-Family Residence District to the R4 Limited General Residence District.

SECTION 2: The map amendment is limited and restricted to the property located at 615 and 617 W. Pleasant, Lombard, Illinois, and legally described as follows:

LOTS 18 AND 19 IN MILTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 1  
(ALSO KNOWN AS PLEASANT HILLS WEST) OF PART OF THE EAST ½ OF SECTION 1,  
TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT  
452574, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-01-401-045, 05-01-401-044, & 05-01-401-047

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 November, 2004.

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

Passed on second reading this 18th day of November, 2004.

Ayes Trustees Williams, Tross, Koenig, Sebby, Florey and Soderstrom

Nayes: None

Absent: None

Approved this 18th day of November, 2004.

  
William J. Mueller, Village President

ATTEST:

  
Barbara A. Johnson, Deputy Village Clerk

**ORDINANCE 5584**

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

(PC 04-28: 615 & 617 W. Pleasant)  
(Buckingham Orchard Subdivision)

(See also Ordinance No.(s) ~~5582, 5583, 5585 &~~ 5586

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 generally at 615 and 617 W. Pleasant, Lombard, Illinois containing three (3) acres more or less and legally described as follows:

Ordinance No. 5584  
Re: PC 04-28  
Page 2

LOTS 18 AND 19 IN MILTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS PLEASANT HILLS WEST) OF PART OF THE EAST ½ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452574, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-01-401-045, 05-01-401-044, & 05-01-401-047

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 November, 2004.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Passed on second reading this 18th day of November, 2004.

Ayes: Trustees Williams, Tross, Koenig, Sebby, Florey and Soderstrom

Nays: None

Absent: None

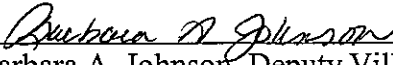
Approved this 18th day of November, 2004.

  
William J. Mueller, Village President



Ordinance No. 5584  
Re: PC 04-28  
Page 3

ATTEST:

  
\_\_\_\_\_  
Barbara A. Johnson, Deputy Village Clerk

**ORDINANCE 5583**

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

(PC 04-28: 615 and 617 W. Pleasant)

(See also Ordinance No.(s)5582, 5584, 5585 & 5586)

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 615 and 617 West Pleasant Lane, 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 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 October 7, 2004.

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 615 and 617 West Pleasant Lane, Lombard, Illinois containing 3.5 acres more or less and legally described as follows:

LOTS 18 AND 19 IN MILTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 1  
(ALSO KNOWN AS PLEASANT HILLS WEST) OF PART OF THE EAST ½ OF SECTION 1,

Ordinance No. 5583

Re: PC 04-28

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TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT  
452574, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-01-401-045, 05-01-401-044, & 05-01-401-047

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 November, 2004.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Passed on second reading this 18th day of November, 2004.

President Mueller,  
Ayes: Trustees Williams, Tross, Koenig, Sebby, Florey and Soderstrom

Nayes: None

Absent: None

Approved this 18th day of November, 2004.

  
William J. Mueller, Village President

ATTEST:

  
Barbara A. Johnson, Deputy Village Clerk

**ANNEXATION AGREEMENT**

**THIS AGREEMENT** made and entered into this 18th day of November, 2004, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village"); LUCILLE BLAIDA, IDA KESZEG AND ARPAD KESZEG (hereinafter collectively referred to as "Owner"); and THE DEARBORN-BUCKINGHAM GROUP, INC. (hereinafter referred to as "Developer");

**WITNESSETH:**

**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**, 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 is an approximately 3.5 acre parcel of land and there are three (3) electors residing thereon; and

**WHEREAS**, all owner(s) of record of the Subject Property, and at least 51% of the electors residing thereon have/has 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 September 20, 2004, for the purpose of considering whether the Subject Property should be rezoned, upon its annexation, from the R-1 Single Family Residence District to R-4 Limited General Residence under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code hereinafter the "Zoning Ordinance"), with a conditional use for a planned development a variation from Section 155.408 (F)(3)(b) of the Lombard Zoning Ordinance to reduce the corner side yard setback from twenty (20) feet to fifteen (15) feet and an amendment to the Village's Comprehensive Plan to designate the property for Low-Medium Density Residential land uses, 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 7<sup>th</sup> day of October, 2004, 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 their 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 Developer desires to have the Subject Property rezoned to the R-4 Limited General Residence District with a conditional use for a planned development a variation from Section 155.408 (F)(3)(b) of the Lombard Zoning Ordinance to reduce the corner side yard setback

from twenty (20) feet to fifteen (15) feet and an amendment to the Village's Comprehensive Plan to designate the property for Low-Medium Density Residential land uses; and

**WHEREAS**, the Plan Commission has previously recommended that Developer be allowed to develop the Subject Property in accordance with a Preliminary Geometric Plan prepared by SpaceCo, Inc. updated October 21, 2004 (the "Site Plan"), subject to certain conditions.

**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 R-4 Limited General Residence District under the Zoning Ordinance, with a conditional use for a planned

development, a variation from Section 155.408 (F)(3)(b) of the Lombard Zoning Ordinance to reduce the corner side yard setback from twenty (20) feet to fifteen (15) feet and an amendment to the Village's Comprehensive Plan to designate the property for Low-Medium Density Residential land uses.

**5. Site Plan Approval:** The Developer shall develop the Subject Property in full compliance with the Site Plan attached hereto as EXHIBIT B and entitled, "Preliminary Geometric Plan", prepared by Spaceco, Inc., as last revised on October 21, 2004 (the "Site Plan"), which Site Plan is hereby incorporated by reference as the same shall be approved by the Village (with any modifications thereto), the preliminary plat of subdivision, prepared by TFW Surveying & Mapping, Inc., as last revised September 19, 2004 (the "Preliminary Plat", attached hereto as EXHIBIT C). In addition, the Subject Property shall be landscaped in substantial compliance with the landscape plan attached hereto as EXHIBIT D and entitled "Preliminary Landscape Plan" (hereinafter the "Landscape Plan") prepared by Pugsley & LaHaie as last revised on September 20, 2004, subject to Subsection C below. Furthermore, the use and development of the Subject Property shall be subject to the following additional requirements:

A. That the Owner and Developer shall develop the Subject Property in accordance with the Site Plan.

B. That the Owner and Developer shall satisfactorily address all of the comments within the IDRC report, dated September 20, 2004, and attached hereto as EXHIBIT E and made part hereof.



C. That the Owner and Developer shall submit a revised landscape plan in conjunction with the final engineering/geometric plans. Said plan shall meet the landscape planting requirements as required by the Zoning Ordinance and the Subdivision Ordinances.

D. That the Owner and Developer shall submit revised architectural drawings depicting the final proposed design palette of the structures, the design of which shall be subject to the approval of the Director of Community Development.

E. In the event an agreement is not reached between the Village and the Illinois State Toll Highway Authority regarding the surplus of right-of-way, the Village agrees to grant Developer a variation to reduce the corner side yard setbacks from 20' to 15' for lots 1 and 4 as depicted on the Site Plan (EXHIBIT B).

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, but it is acknowledged by the Owner and Developer that such approval does not constitute approval as a preliminary plat under the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code (hereinafter the "Subdivision Ordinance") regulations since further details must be finalized to meet the requirements of said Subdivision Ordinance.

6. **Building Elevations:** Developer agrees to construct a townhome units within the Subject Property in substantial accordance with the Conceptual Architectural elevations attached hereto as EXHIBIT F and made a part hereof .

7. **Water Utilities:** 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 capacity to provide and will provide adequate potable water to the Subject Property, such service to be substantially the same as provided to other multi-family residential areas in the Village being provided with water by the Village.

Owner and Developer, at their own expense shall install water main extensions in accordance with the Subdivision and Development Ordinance and in accordance with the plans and specifications prepared by Spaceco Inc., last revised October 21, 2004, as approved by the Director of Community Development and set forth in EXHIBIT B attached hereto. Owner and Developer agree to pay all Village water connection charges but in no event shall Developer be required to pay water connection charges which exceed one hundred twenty percent (120%) of the charges in effect at the time of this agreement. 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:** 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 adequate sanitary sewer service to the Subject Property, such service to be substantially the same as provided

to other multi-family residential areas in the Village being provided with sanitary sewer by the Village.

Owner and Developer, at their own expense, shall install sanitary sewer service to the Subject Property in accordance with the Subdivision Ordinance and in accordance with the plans and specifications prepared by Spaceco Inc., last revised October 21, 2004, as approved by the Director Community Development and set forth in EXHIBIT B attached hereto. Owner and Developer agree to pay all 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.

**9. Storm Drainage Facilities:** Storm drainage facilities, and retention and/or detention areas shall be provided and constructed and paid for by Owner and Developer in accordance with final engineering plans approved by the Director of Community Development (or substantially in accordance with the preliminary engineering plans approved by the Director of Community Development) and attached hereto as EXHIBIT B. In addition, the storm drainage facilities and any wetland areas shall be maintained by the Owner and Developer and/or any subsequent lot owners. In the event that the storm drainage facilities originally installed for the Subject Property are insufficient, Owner and Developer shall add additional storm drainage facilities as may be required by the Director of Community Development. Such storm water drainage facilities and any wetland areas shall be maintained by the Owner and Developer during the course of development, and thereafter shall be maintained by either the Owner and Developer or by the subsequent owner(s), all in accordance with a declaration of covenants and restrictions to be

recorded on the Subject Property, which declaration shall be in accordance with the required format as set forth in the Subdivision Ordinance and subject to approval by the Director of Community Development. Such declaration shall provide the Village with the right, but not the duty, to go upon any portion of the Subject Property to maintain and/or repair or replace such storm drainage facilities if they are not suitably maintained so that they remain fully operational, and if the Village takes, in its sole discretion, any such action, such declaration shall provide that any such owner(s) or the Owner and/or Developer shall immediately upon demand reimburse the Village for all reasonable expenses incurred by the Village against the particular portion of the Subject Property, 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 Subject Property or any portion thereof, and to foreclose on any such lien.

In addition to the stormwater detention facilities depicted on EXHIBIT B, it is acknowledged that a portion of the storm drainage facilities may be located in the side and/or back yards of individual lots. For all such lots, Owner and Developer must:

A. Fully disclose to all buyers of such lots the size and nature of such facilities, the prohibition against changing the grade of such facilities, that the lots are subject to a declaration of covenants and restrictions granting the Village the right, but not the duty, to enter upon the property to ensure that the facilities are properly maintained at the expense of the owners, and, in general, how such facilities will affect the use and enjoyment of the lot (i.e., how long they will hold water, how wet they will be in times of rain, etc.). Such notice shall be given in writing to any such buyers prior to or at the time the contract for sale of any such lots is entered into, or for those lots which

may already have been tentatively sold, then prior to the execution date of this Agreement for any such sold lots, and further Owner and Developer must produce evidence satisfactory to the Director of Community Development that the buyers have been so notified; and

B. Provide a letter satisfactory to the Director of Community Development to be attached to each of the building permits for such lots when they are issued, which letter again will notify the applicant of the prohibition against changing the grade of such facilities and the other information required in A above.

Moreover, the Village and the Developer agree to the following additional stormwater requirements as part of the development of the Subject Property in order to address stormwater management design concerns:

- A. The Developer, or any successor homeowner associations established in relation to the Subject Property, shall maintain at least a \$1,000,000 general liability insurance policy for the benefit of the Developer, or any successor homeowner associations over the stormwater detention basin, as depicted in EXHIBIT B.
- B. A consulting engineer hired by the Columbine Glen Homeowner's Association shall be allowed to review the stormwater management plans and calculations submitted to the Village, as part of the Village's building permit process for the development of the Subject Property by the Developer prior to a site improvements permit being issued.

C. The stormwater management plan for the development of the Subject Property shall demonstrate no adverse impact for the Columbine Glen stormwater detention basin, as required by the DuPage County Ordinance.

D. The Developer shall provide a copy of the approved as-built plans for the stormwater management facilities for the Subject Property to the Village for transmittal to the Columbine Glen Homeowner Association's consulting engineer.

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. **Illinois State Toll Highway Authority Agreement:** The Village recognizes that the property legally described in EXHIBIT G is owned by the Illinois State Toll Highway Authority (ISTHA) (the "Tollway Property"). The Developer and the Village agree to do all things necessary or appropriate to cause the ownership of the Tollway Property become vested to the Village for public right-of-way purposes as promptly as practicable after the execution of this Agreement. Upon the transfer of ownership/dedication as right-of-way to the Village by ISTHA, the Village agrees vacate the Tollway Property (less any land required for public right-of-way purposes) to the Developer. Any costs associated with the vacation of the Tollway Property, including but not limited to platting costs, legal fees or fees assessed to the Village by ISTHA shall be fully reimbursed by the Developer prior to recording of the associated plat of vacation for the Tollway Property.

12. **Development Agreement.** Once the Developer has acquired ownership of the Subject Property, and assumes the rights and responsibilities of the Owner, the Owner and Developer agree to enter into a Development Agreement governing development of the Subject Property, which shall be substantially in the form as set forth in **EXHIBIT H**, attached hereto and made part herein.

13. **Vacation of Cul-De-Sac Bulb.** The Village recognizes that the proposed Buckingham Court right-of-way depicted on the Site Plan, and proposed to be constructed as part of the development of the Subject Property may be extended beyond its proposed terminus on the Subject Property at a future date. In the event that the Village approves such a right-of-way extension, the Village agrees to vacate any surplus right-of-way within the cul-de-sac bulb consistent with 65 ILCS 5/11-91-1 and as depicted in **EXHIBIT I** attached hereto and made a part hereof. All costs associated with the preparation, approval and recording of the plat of vacation shall be borne by the owner of the portion of the Subject Property immediately adjacent to the vacated right-of-way.

14. **Cable Television:** The Owner and/or Developer shall provide necessary easements for cable television service to each residential unit within the subdivision.

In addition, Developer shall install and construct all necessary cable and other appurtenances in order to serve each of the residential units in the subdivision with cable television; provided, however, at the sole option of the Village, the Village may accept from Developer, without further amendment to this Agreement:

A. Either a cash donation in lieu of construction and installation in an amount determined by the Village as being the cash equivalent of the cost of installation; or

B. A lesser amount as determined by the Village provided that the cable television company pays for the remainder of the cost of installation and construction.

The Village will discuss with the cable television company whether it is willing to share the cost of installation and construction of such cable television facilities.

15. **Easements:** Owner and/or Developer shall provide all easements, both on-site and off-site (if applicable), which may be required by the Director of Community Development 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 a named 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 approved by the Director of Community Development.

16. **Fees.** The Owner and Developer agree to pay all applicable permit (including, but not limited to building permit) and utility connection fees as required by Village Ordinances at the time of application for the respective permits. No other fees shall be required.

17. **Reasonableness of Fees and Charges:** Owner and Developer further agree that the connection charges, fees, contributions, dedications and easements 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.



18. **Dedication of Public Improvements:** When Developer has completed all required public improvements, in accordance with the Village's Subdivision Ordinance regulations, and said public improvements have been inspected and approved by the Director of Community Development, the Village shall accept said public improvements subject to the two (2) year maintenance guaranty provisions of the Subdivision Ordinance. Notwithstanding this Section, Storm Drainage Facilities, as referenced in Section 9 hereof, shall remain owned by and maintained by the Owner and Developer, and any subsequent owner(s). The Village acknowledges that to the best of its knowledge there is no recapture due and owing from the Developer for any public improvement benefit heretofore.

19. **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 the disconnection. The Developer agrees to 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.

20. **Final Engineering Approval:** All public improvements required to be constructed hereunder or under the Subdivision and Development Ordinance of the Village shall be paid for, constructed and installed by the Owner and Developer in accordance with final engineering plans approved by the Director of Community Development.

21. **Recapture of Pleasant Lane Construction Costs:** The parties recognize hereto that the Owner and Developer is obligated to fully improve Pleasant Lane adjacent to the Subject

Property. Pursuant to Section 154.307 of the Subdivision Ordinance, the Village shall allow for a recapture agreement for public improvements in compliance with 65 ILCS 5/9-5-1. Owner and Developer and Village will enter into a Recapture Agreement under the terms of which Owner and Developer shall be entitled to recapture a portion of its costs concurrent with the subsequent development of properties adjacent to the portion of Pleasant Lane which was improved by Owner and Developer, as identified in **EXHIBIT J** “the Form Recapture Agreement”. Once the actual costs of construction are known for the Pleasant Lane improvements, the Village shall enter into a recapture agreement with the Owner and Developer, with the dollar amount based upon the following formula:

$$\frac{\text{Pleasant Lane Frontage (expressed in feet) for Parcel to be newly Annexed}}{\text{Total Number of Feet of Pleasant Lane Improved by Developer}} \times \text{Cost of Improvement of Pleasant Lane as Certified by Developer's Engineer}$$

Increased by a factor of \_\_\_\_% per annum, not cumulative, until paid.

For purposes hereof, the “Cost of Improvement of Pleasant Lane” shall be defined as all of the Developer’s Costs expended in compliance with Paragraph 5A hereof. A notice of this Right of Recapture shall be recorded against each of the parcels situated north of the Subject Property, at the expense of the Developer. The foregoing right of recapture shall be waived with respect to any of the parcels in question in the event the Developer, or any affiliate of the Developer, acquires title to such parcel.

**22. 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 or Developer:

David O'Keefe  
SCHAIN, BURNEY, ROSS & CITRON, LTD.

222 North LaSalle, 19<sup>th</sup> Floor  
Chicago, IL 60601

With a copy to:

Christopher F. Coleman  
THE DEARBORN BUCKINGHAM GROUP, INC.  
1775 Winnetka Road, Suite 102  
Northfield, IL 60093

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) The provisions of this Agreement, except as to various covenants running with the land and the obligation to provide such and the further exception set forth below in this subsection, obligating Owner and Developer, shall not be binding upon the successors in title to the Owner and/or Developer who have purchased individual dwellings or individual residential lots from Owner or Developer while Owner or Developer is acting in the regular course of its business as a developer selling or transferring such dwellings or improved individual lots to the ultimate consumers thereof (namely the individuals who actually own and reside in the houses to be built on said lots). The provisions of this Agreement shall be binding, however, on any builders who purchase any of the lots for eventual resale to the ultimate consumers thereof.

(2) In the event of any sale or conveyance by Owner and/or Developer of the Subject Property or any portion thereof, excluding any sale or conveyance by Owner or Developer of any individual dwellings or individual residential lots while Owner or Developer is acting in the regular

course of its business of a developer selling or transferring such dwellings or improved lots to the ultimate consumers 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 successors in title to all or any portion of the Subject Property. Such written notice shall include identification of the name(s) of such successor(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 22B.

(3) Upon the condition that the requirements of this subsection 22B have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner and/or Developer'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. In the event that the requirements of this subsection 22B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner and Developer's successors in any manner in title until such time as Owner or Developer has given the Village the notice required by this subsection

(4) Owner and Developer, or their respective successors per 22B(1) above, shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon owner and/or Developer by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner and/or Developer from any or all of such obligations.

(5) Except as otherwise provided in this subsection 22B, all the terms and conditions of this Agreement shall constitute covenants running with the land.

**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 22T 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 thirty (30) 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 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. **Conveyance, Dedication and Donation of Real Estate and Certain Personal**

**Property:** Any conveyance, dedication or donation of real estate required of Owner and/or Developer (hereinafter collectively and individually referred to as "Grantor" in this subsection 21F to the Village or other governmental authority under this Agreement (hereinafter referred to as "Grantee" in this subsection 22F shall be made in conformance with the following requirements and any other applicable provisions of this Agreement.

(1) **Fee Simple Title:** The conveyance, dedication or donation shall be of a fee simple title.

(2) **Merchantable Title:** Title shall be good and marketable.

(3) **Form and Contents of Deed:** The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication or appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:

- (a) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
- (b) terms of this Agreement;
- (c) general taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of the prior year's taxes is not determinable at the time of delivery, conveyance or dedication;  
and
- (d) such other exceptions acceptable to the Grantee.

(4) **Title Insurance:** Grantor shall provide to Grantee, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance

from the Chicago Title Insurance Company or such other title insurance company acceptable to the Grantee. The commitment for title insurance shall be in usual and customary form subject only to:

- (a) the usual and customary standard exceptions contained therein;
- (b) taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;
- (c) such other exceptions as are acceptable to the Grantee.

The commitment for title insurance shall be in the amount of the fair market value of the real estate and shall be dated not more than twenty (20) days prior to the time for delivery of the deed, conveyance or dedication. Grantor shall further cause to be issued within thirty (30) days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the company issuing the commitment for title insurance, subject only to the exceptions stated above.

All title insurance charges shall be borne by Owner and Developer.

(5) **Taxes, Liens, Assessments, Etc.:** General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Grantor hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village and Grantee, if other than the Village, against any loss or expense, including but not limited to attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.



(6) **Delivery of Deed, Conveyance or Dedication:** To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to Grantor and Grantee, otherwise at a date, time and place set by Grantee not less than thirty (30) days nor more than forty-five (45) days after notice thereof is given by Grantee to Grantor.

G. **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.

H. **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.

I. **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.

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

(1) **To Effective Date of Agreement:** The Owner and/or 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 reasonable 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 and/or Developer 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 and/or Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Owner and/or Developer at either's option from additional documents designated from time to time by the Owner and/or Developer relevant to determining such costs and expenses.

Notwithstanding the foregoing, Owner and 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 the Owner and/or Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner and/or Developer, 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 and 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 Village and 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 Owner and/or Developer 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 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.

**K. 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.

**L. Village Approval or Direction:** here 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.

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

**N. Authorization to Execute:** he 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.

**O. 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.

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

**Q. 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.

**R. 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.

**S. 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.

**T. 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.

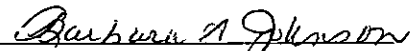
U. **Venue:** The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

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:

  
Deputy Village Clerk

DATED: November 18, 2004

DEVELOPER:

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

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

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

OWNER

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

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

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









**SCHEDULE OF EXHIBITS**

- EXHIBIT A LEGAL DESCRIPTION OF SUBJECT PROPERTY
- EXHIBIT B PRELIMINARY GEOMETRIC PLAN
- EXHIBIT C PRELIMINARY PLAT OF SUBDIVISION
- EXHIBIT D PRELIMINARY LANDSCAPE PLAN
- EXHIBIT E VILLAGE OF LOMBARD INTER-DEPARTMENTAL REVIEW REPORT
- EXHIBIT F CONCEPTUAL ARCHITECTURAL ELEVATIONS
- EXHIBIT G LEGAL DESCRIPTION ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
PROPERTY
- EXHIBIT H PRELIMINARY DEVELOPMENT AGREEMENT
- EXHIBIT I VACATION OF RIGHT-OF-WAY EXHIBIT
- EXHIBIT J FORM RECAPTURE AGREEMENT

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

**BUCKINGHAM ORCHARD**

LOTS 18 AND 19 IN MILTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 1  
(ALSO KNOWN AS PLEASANT HILLS WEST) OF PART OF THE EAST ½ OF SECTION 1,  
TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT  
452574, IN DUPAGE COUNTY, ILLINOIS.

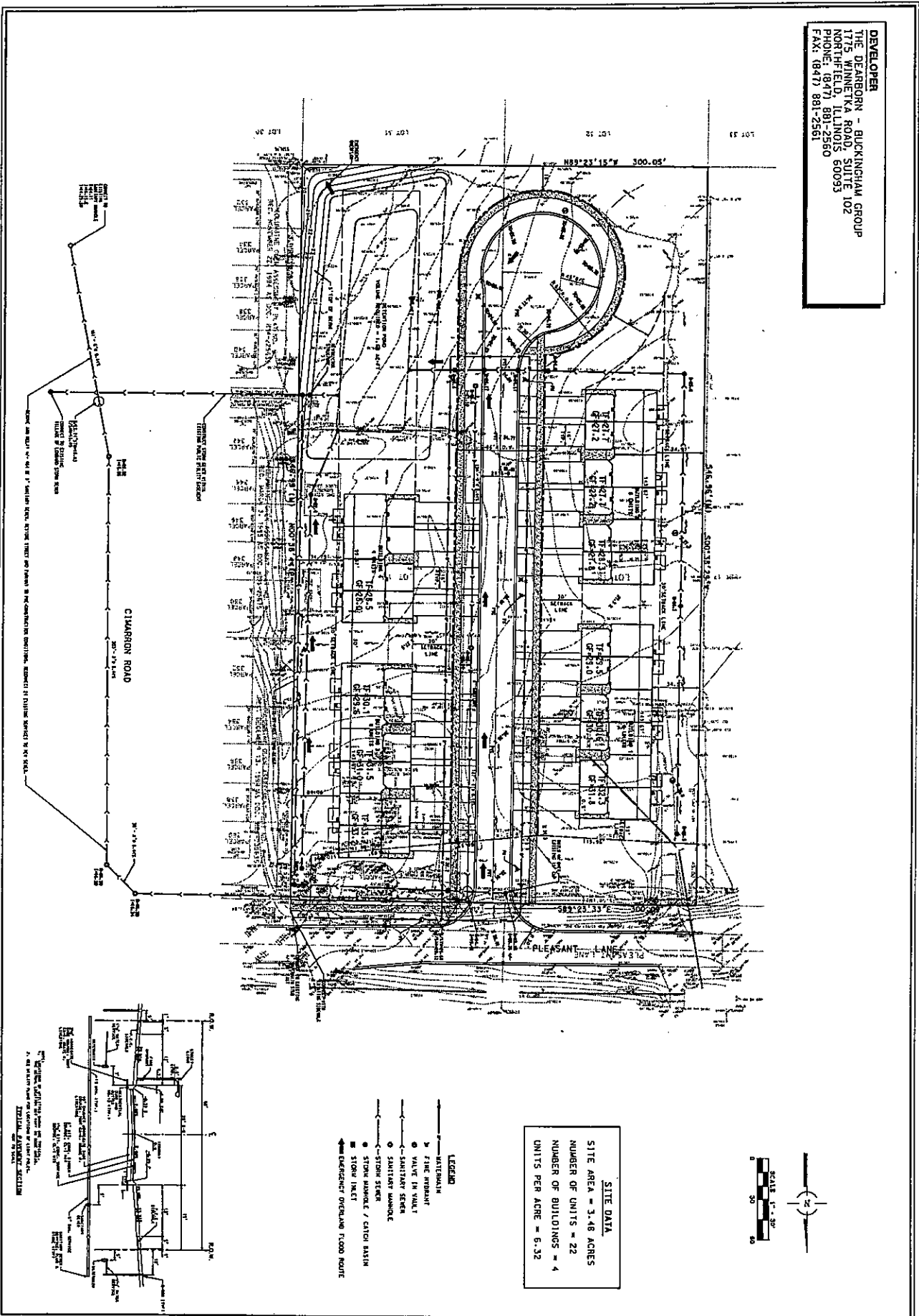
PIN: 05-01-401-045, 05-01-401-044, & 05-01-401-047

PROPERTY ADDRESS: 615 & 617 W. Pleasant Lane, Lombard, IL 60148

**EXHIBIT B**

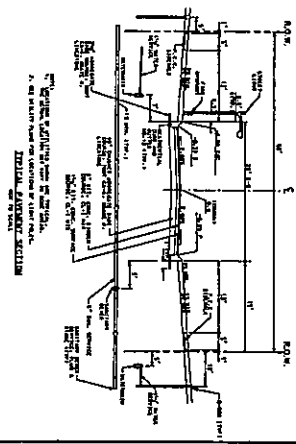
**PRELIMINARY GEOMETRIC PLAN**

**DEVELOPER**  
 THE DEARBORN - BUCKINGHAM GROUP  
 1775 WINNETKA ROAD, SUITE 102  
 NORTHFIELD, ILLINOIS 60093  
 PHONE: (847) 881-2560  
 FAX: (847) 881-2561



**SITE DATA**  
 SITE AREA = 3.48 ACRES  
 NUMBER OF UNITS = 22  
 NUMBER OF BUILDINGS = 4  
 UNITS PER ACRE = 6.32

- LEGEND**
- WATERMAIN
  - FIRE HYDRANT
  - VALVE IN WALL
  - SANITARY SEWER
  - SANITARY MANHOLE
  - STORM SEWER
  - STORM SUMP / CATCH BASIN
  - STORM INLET
  - DRIVEWAY / OVERLAND FLOOD ROUTE



 <b>SQUARES &amp; CIRCLES</b> ENGINEERS 1500 N. LAUREL CHICAGO, ILLINOIS 60642 PHONE: (312) 329-3300 FAX: (312) 329-3301	<b>CONSULTING ENGINEERS</b> <b>SITE DEVELOPMENT ENGINEERS</b> <b>LAND SURVEYORS</b>	<b>PRELIMINARY ENGINEERING PLAN</b> <b>BUCKINGHAM ORCHARD</b> <b>LOMBARD, ILLINOIS</b>	3 10/21/04 REVISE POND OUTLET SEWER 2 09/13/04 PER CLIENT 1 08/03/04 PER CLIENT	NO. DATE REMARKS
	1979 W. Rogers Road, Suite 700 Rosemead, IL 60442 Phone: (847) 614-4042 Fax: (847) 614-4046	<b>GM</b> SHEET 1 OF 1	NO. DATE REMARKS	NO. DATE REMARKS

**EXHIBIT C**

**PRELIMINARY LANDSCAPE PLAN**

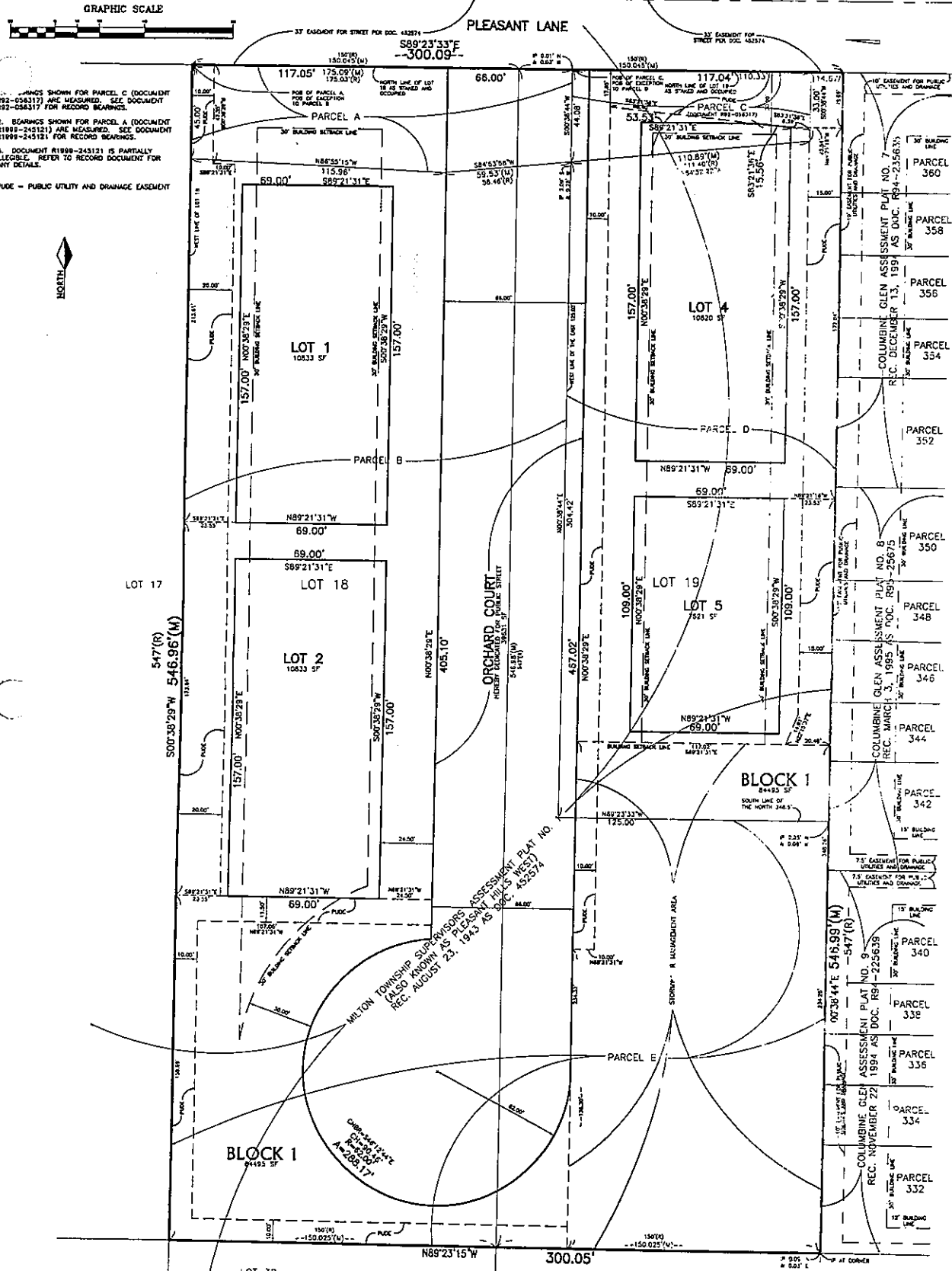




**EXHIBIT D**

**PRELIMINARY PLAT OF SUBDIVISION**

BEING A RECONVEYANCE OF PARTS OF LOTS 18 AND 19 IN MELTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS PLEASANT HILLS WEST) OF THE EAST 1/2 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 18, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT #12174, IN DUPage COUNTY, ILLINOIS.



1. BEARINGS SHOWN FOR PARCEL C (DOCUMENT #92-058317) ARE MEASURED. SEE DOCUMENT #92-058317 FOR RECORD BEARINGS.  
 2. BEARINGS SHOWN FOR PARCEL A (DOCUMENT #1899-245121) ARE MEASURED. SEE DOCUMENT #1899-245121 FOR RECORD BEARINGS.  
 3. DOCUMENT #1899-245121 IS PARTIALLY RELEASABLE. REFER TO RECORD DOCUMENT FOR ANY DETAILS.  
 PUDE = PUBLIC UTILITY AND DRAINAGE EASEMENT

NOTES:  
 THE AREA PROVIDED FOR BLOCK 1 DOES NOT INCLUDE THE AREA FOR LOTS 1 TO 5. LOTS 1 TO 5 ARE INDIVIDUAL LOTS AND ARE NOT PART OF BLOCK 1.  
 LOT LINES ARE AN OFFSET FROM DESIGN BUILDING LOCATION. THEY ARE NOT INTENDED TO DEPICT BUILDING LOCATION OR BUILDING SETBACK REQUIREMENTS.

**AREA SUMMARY**

PARCEL A	8,290 SQ. FT. OR	0.1903 ACRES
PARCEL B	112,280 SQ. FT. OR	2.5776 ACRES
PARCEL C	4,252 SQ. FT. OR	0.0976 ACRES
PARCEL D	39,311 SQ. FT. OR	0.9025 ACRES
<b>TOTAL AREA OF TRACT SURVEYED</b>	<b>164,133 SQ. FT. OR</b>	<b>3.7680 ACRES</b>



**EXHIBIT E**

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

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

TO: Lombard Plan Commission      HEARING DATE: September 20, 2004  
FROM: Department of Community      PREPARED BY: Angela Clark, AICP  
Development      Planner I

**TITLE**

**PC 04-28; 615 & 617 W. Pleasant:** The petitioner, the Dearborn-Buckingham Group Inc., requests that the Village take the following actions on the subject property:

1. An amendment to the comprehensive plan;
2. Approval of an annexation agreement;
3. Annexation to the Village of Lombard;
4. Rezoning from the R1 Single-Family Residential District to the R4 Limited General Residential District;
5. Approve a five lot major plat of subdivision;
6. Approve a conditional use for a planned development with the following variations:
  - a. For Lots 1 and 4, a variation from Section 155.408 (F)(3)(b) of the Lombard Zoning Ordinance to reduce the corner side yard setback from twenty (20) feet to fifteen (15) feet.

**GENERAL INFORMATION**

Petitioner:      The Dearborn-Buckingham Group Inc.  
1775 Winnetka Road  
Northfield, IL 60093

Relationship to Property:      Contract Purchaser

Property Owner:      Lucille Blaida  
617 W. Pleasant  
Lombard, IL 60148

**PROPERTY INFORMATION**

Existing Land Use:      Residential and Vacant Land

Size of Property:      3.48 Acres

**Comprehensive Plan:** Recommends Estate Residential ( a companion reclassification of the property is included as part of this request)

**Existing Zoning:** Unincorporated DuPage County

**Surrounding Zoning and Land Use:**

**North:** Unincorporated DuPage County property zoned R-4 Single Family Residential District; developed as single family residences  
**South:** Unincorporated DuPage County property zoned R-4 Single Family Residential District; developed as single family residences  
**East:** R4 Limited General Residential District; developed as attached residences (Columbine Glen townhomes)  
**West:** North-South Tollway (Interstate 355)

## ANALYSIS

### SUBMITTALS

This report is based on the following documentation, which was filed with the Department of Community Development:

1. Petition for Public Hearing, received July 19, 2004.
2. Preliminary Plat of Subdivision, updated September 14, 2004, prepared by TFW Surveying & Mapping.
3. Preliminary Geometric Plan, updated September 3, 2004, prepared by Spaceco Inc.
4. Preliminary Site Plan, dated June 9, 2004, prepared by Spaceco Inc.
5. Preliminary Landscape Plan, dated July 19, 2004, prepared by Pugsley & Lahaie Ltd.
6. Plat of Survey, updated June 1, 2004, prepared by TFW Surveying & Mapping
7. Proposed Floor Plans, dated July 13, 2004, prepared by Balsamo, Olson, & Lewis Ltd.
8. Proposed Architectural Rendering, dated February 20, 2001, prepared by Balsamo, Olson, & Lewis Ltd.

9. Illinois Department of Natural Resources Consultation Agency Action Report.

### **DESCRIPTION**

The subject property is currently unincorporated, with continuity to the Village on the eastern side of the property. The petitioner is requesting the annexation of the property into the Village and to allow for attached townhome development. The development will consist of 22 units and a stormwater detention outlot.

Properties annexed into the Village are automatically designated in the R1 Single Family Residential District. The petitioner is requesting a map amendment from the R1 Single Family Residence District to the R4 Limited General Residence District. The petitioner also requests a variation to the corner side yard setback for Lots 1 and 4 as the subject property abuts surplus right-of-way currently owned by the Illinois State Toll Highway Authority (ISTHA).

### **INTER-DEPARTMENTAL REVIEW COMMENTS**

#### **ENGINEERING**

The Private Engineering Services Division (PES) has reviewed the petitioner's preliminary geometric plan and has the following comments from an engineering and construction perspective:

1. Pleasant Lane shall be fully improved adjacent to the subject property per §154.304. Thus, the pavement shall be reconstructed as needed to meet Village specifications including storm sewers and curb & gutter. Also, sidewalks, street lighting and parkway trees shall be required on the north and south sides of the road.
2. Provide sidewalk ramps across the entrance to the cul-de-sac.
3. The existing 15" CMP in the public right-of-way shall be replaced with RCP.
4. A recapture agreement may be submitted for the Pleasant Lane improvements.
5. Move the valve to where the proposed watermain will connect to the existing watermain unless the plumbing contractor will agree to pressure test against the existing valve that is about 115' eastward on the same leg.
6. Add valves to the north and south ends of the water main loop to allow either leg to be isolated in the event of a break.

7. Move the hydrant at the middle of the cul-de-sac to the east side of the road.
8. Replace the 90-degree water main elbows with a plugged tee at the southwest corner and two 45-degree elbows at the southeast corner of the loop.
9. A storm manhole is required at the property line near the southeast corner of Pleasant Lane and the cul-de-sac to separate public and private ownership and maintenance responsibilities.
10. Move the proposed sanitary sewer to run down the center of the cul-de-sac and move the eastern water main to the parkway.
11. An easement shall be required over the outlot for the detention basin.
12. A safety shelf and aerator shall be required in the detention basin if there will be a permanent pool.
13. An emergency overflow weir is required on the detention basin.

## **PUBLIC WORKS**

The Department of Public Works, Engineering Division has no comments regarding the petition at this time.

The Department of Public Works, Utilities Division has the following comments:

- 1) A minimum of 300 feet separation is required between fire hydrants.
- 2) Additional water valves will be necessary.
- 3) A homeowner's association must be formed for the maintenance of the detention pond and storm sewer system.
- 4) The 8" sanitary sewer shown on Pleasant and the 8" water main within the subdivision must be located within the public right-of-way.
- 5) An agreement with the Columbine Glen homeowner's association will be necessary to connect the detention pond to the privately owned sewer system.
- 6) A manhole will be needed at the northeast corner of the property.



## **FIRE AND BUILDING**

The Fire Department/Bureau of Inspectional Services states that the development must comply with the Village's Title 15 Building Code regarding the specific requirements for townhome construction. The plans show multiple buildings containing six residential units. There are unique requirements for buildings with over five units. Where a building exceeds five dwelling units, the initial five units must be separated from adjacent units by an un-pierced four-hour fire rated masonry wall that extends from the foundation to a minimum of thirty-two inches above the roof.

## **PLANNING**

### **Compatibility with the Zoning Ordinance**

The proposed development consists of a five lot subdivision in which there will be three, six-unit buildings and one four unit building within a cul-de-sac design. The remaining lot will be utilized as a detention pond for the development. The cul-de-sac could be removed at a later date to extend the street in the event that the properties south of the subject property are redeveloped. With the exceptions of Lots 1 and 4, each building and unit will meet all setback requirements for residences located within the R4 Limited General Residential District. Lots 1 and 4 encroach into the corner side yard setback area.

The subject property is located south of Pleasant Lane and land that is owned by the ISTHA. ISTHA acquired a tract of land south of Pleasant as part of the initial construction of the North-South Tollway. This strip of land was specifically acquired for drainage and access purposes. However, as the area is not actively used by the ISTHA, negotiations are currently taking place to transfer title the land to the Village as part of the public right-of-way. The Village would vacate that area to the petitioner. If an agreement is reached, the buildings as shown on the site plan will meet all zoning requirements.

In the event that an agreement is not reached regarding the surplus right-of-way, the petitioner will need a variation to reduce the corner side yard setback from twenty feet to fifteen for the end unit located on Lot 1. The northern end unit of Lot 4 would then need to be removed as it would encroaches fully into the setback yard and beyond the fifteen-foot variation requested. Staff can support the variation request as the proposed development will be closely aligned with the corner side yard setbacks of the neighboring Columbine Glen development.

### **Conditional Use – Planned Development**

Included with the petition is a request for conditional use approval for a planned development. As the proposed development meets the minimum lot width and area requirements for a planned development, staff recommends the establishment of a planned development for this site. Creation of the planned development will give the Village an opportunity to review any future

modifications of the subject property, as discussed below. Moreover, the planned development will also provide a framework for any future expansions of the development.

#### *Architectural Components*

When the development was workshopped before the Plan Commission in November 2003, the commissioners stated that the development would be suitable if it were consistent with the neighboring townhome development. The minutes of the November workshop are attached as Attachment A. Based on the preliminary rendering submitted as part of the petition, the development is similar to that of the Columbine Glen development.

Staff has advised the petitioner regarding specific architectural embellishments that should be included to match the Columbine Glen development as follows:

- 1) The roof shingles in the development should match those of the Columbine Glen development.
- 2) The windows in the dormer areas should be circular consistent with those within Columbine Glen.
- 3) The recessed wall between the garages can alleviate the appearance of a row of garage doors.

#### *Landscaping*

Appropriate right-of-way and transitional yard landscaping is shown within the submitted landscape plan. However, the landscape plan submitted must be modified in conjunction with the final engineering plans. Additional trees will be required around the detention pond area to the equivalent of one per seventy-five feet as required in the Subdivision and Development Ordinance.

#### **Compatibility with the Comprehensive Plan**

As shown in Attachment B, the Comprehensive Plan recommends Estate Residential for the subject property. Estate Residential is defined as a residential area with a net density of four or fewer dwelling units per acres and primarily consists of single-family detached residences. The proposed development is approximately 6.32 units per acre that is slightly larger than the suggested number in the comprehensive plan.

As part of the Plan Commission workshop session, staff noted that single family residential designation within the plan may not be appropriate for the subject property, as it is located between Interstate 355 and the Columbine Glen townhome development to the east. As the subject property borders an area similar in density to the proposed development, staff finds that the proposed development is suitable for the surrounding area. The Plan Commission expressed a conceptual support for a townhouse development plan that is compatible in both architecture and development density the Columbine Glen development.

When reviewing the approved subdivision plan for Columbine Glen, staff notes that dedicated public right-of-way extensions were provided within the development to connect the townhouse development to unincorporated properties both east and west of the development. This strongly suggests that the intention was to have future developments integrated into the Columbine Glen development. As such, establishing development densities and design elements that are compatible with the existing townhouses would be appropriate. Therefore, staff supports the change to the comprehensive plan.

#### **Compatibility with Surrounding Land Uses**

As shown in Attachment C, the site borders an attached single family development to the east and detached single family uses on the north and south of the subject property. With inclusion of the architectural elements and landscape improvement changes recommended above, staff believes that the proposed use would be compatible with the existing residential land uses.

#### **Compliance with the Subdivision and Development Ordinance**

The site currently consists of three lots. The petitioner plans to subdivide the lot into four lots and an outlot for detention. Each proposed lot meets the minimum lot width and area requirements. This development is both a major subdivision and a major development as expressed in the Subdivision and Development Ordinance. Therefore, the petitioner will be required to meet the provisions of Section 154.304 and 154.306. This includes, but is not limited to, sidewalks, landscaping, parkway trees and street lighting along the proposed new street as well as along the portion of Pleasant Lane abutting the site. The companion subdivision plat would be submitted to the Board of Trustees upon approval of final engineering for the subject property.

#### **Annexation and Development Agreement**

Pursuant to Section 154.602(A), the petitioner will be preparing a companion annexation and development agreement for the subject property. This agreement will be considered by the Village Board in conjunction with the final consideration of Ordinances.

### **FINDINGS AND RECOMMENDATIONS**

Staff believes that the proposed use is appropriate at the subject location and is compatible with surrounding uses.

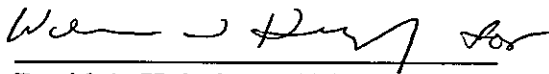
Based on the above considerations, the Inter-Departmental Review Committee recommends that the Plan Commission make the following motion recommending **approval** of this petition:

Based on the submitted petition and the testimony presented, the proposal does comply with the standards required by the Lombard Zoning and Subdivision and Development Ordinances; and, therefore, I move that the Plan Commission find that the findings

included as part of the Inter-department Review Report be the findings of the Plan Commission and therefore, I recommend to the Corporate Authorities **approval** of PC 04-28, subject to the following conditions:

1. That the petitioner shall develop the site in accordance with the Geometric Plan, updated September 3, 2004, prepared by Spaceco Inc.
2. That the petitioner shall satisfactorily addresses all of the comments within the IDRC report.
3. That the petitioner shall submit a revised landscape plan in conjunction with the final engineering/geometric plans. Said plan shall meet the landscape planting requirements as required by the zoning and Subdivision and Development Ordinances.
4. That the petitioner shall submit revised architectural drawings depicting the final proposed design palette of the structures, the design of which shall be subject to the approval of the Director of Community Development.
5. That the petitioner shall enter into an annexation agreement with the Village.
6. That in the event that the tract of land currently owned by ISTHA is not conveyed to the petitioner, the site plan shall be amended to remove the northern most townhouse unit on Building 3 as depicted on the submitted plan.

Inter-Departmental Review Group Report Approved By:



David A. Hulseberg, AICP  
Director of Community Development

DAH/ADC:

att  
c. Petitioner

## ATTACHMENT A

### PLAN COMMISSION WORKSHOP COMMENTS – NOVEMBER, 2003

#### *Pleasant Lane Lots*

William Heniff displayed an aerial of the proposed location and the surrounding area. He stated that the Village has been approached by a potential developer, who is in the audience, regarding a potential townhouse subdivision to be located on the south side of Pleasant Lane between Interstate 355 and the existing Columbine Glen town homes. Mr. Heniff, while referring to the aerial, pointed out Route 53, I-355, Pleasant Lane, Cimarron Road and Meadow Avenue as well as the existing townhome developments. The developer is looking for direction on the submitted concept proposal and the associated land use implications. The property he is looking to develop is wedged by townhouses on the east, I-355 on the west and single family residential properties to the north and south. Three of these parcels are unincorporated and the Comprehensive Plan shows these properties to be designated estate residential. He mentioned how the developer was looking to create a public street accessing off of Pleasant Lane with townhomes to be located on both sides of the street. For the first phase, the developer would install a cul de sac bulb at the southern terminus with the possibility of extending it to create a connection to adjacent properties and installing a new cul de sac street back toward Cimarron Road.

The question for the Plan Commissioners to consider would be if the Village would consider townhouses at this location similar to the ones along Cimarron Road. The petitioner has indicated he would be interested in an amendment to the Comprehensive Plan to a townhome designation and is flexible about typology and what might be an appropriate design. Mr. Heniff mentioned that the plans they received were very preliminary.

In conclusion Mr. Heniff asked the Commissioners if they would support a site plan similar to the Cimarron Road development.

Chairperson Ryan asked for Commissioners comments.

Commissioner Burke asked for clarification about the three lots which staff indicated and whether or not they were unbuildable. Commissioner Burke also asked about the current zoning. Mr. Heniff indicated that our Comprehensive Plan calls for an estate residential designation or an R1 designation.

Chairperson Ryan asked about the single-family homes to the south. Mr. Heniff stated that one lot is zoned R2 in the Village. The other lots are unincorporated, but have single family residential zoning.

Commissioner Olbrysh asked about the property between 355 and 53 and what the Comprehensive Plan calls for. Mr. Heniff answered that the Comprehensive Plan recognizes for townhome use.

Commissioner Sweetser asked about the property to the south within the R2 and if it includes any County properties that might be annexed. Mr. Heniff stated that should any of these properties be annexed they would come into the Village designated as R1 and could remain that way.

Commissioner Sweetser stated she liked the idea of having estate residential somewhere but this location, due to having an R4 designation down the middle, does not seem to be the ideal place for it as you would want something similar.

Commissioner Sweetser stated that if the proposal would back up to the current west lot line of what is currently built, what about the development of the road. Mr. Heniff suggested that the Village could require a temporary bulb until such time that a connection could be made and then have the street put through.

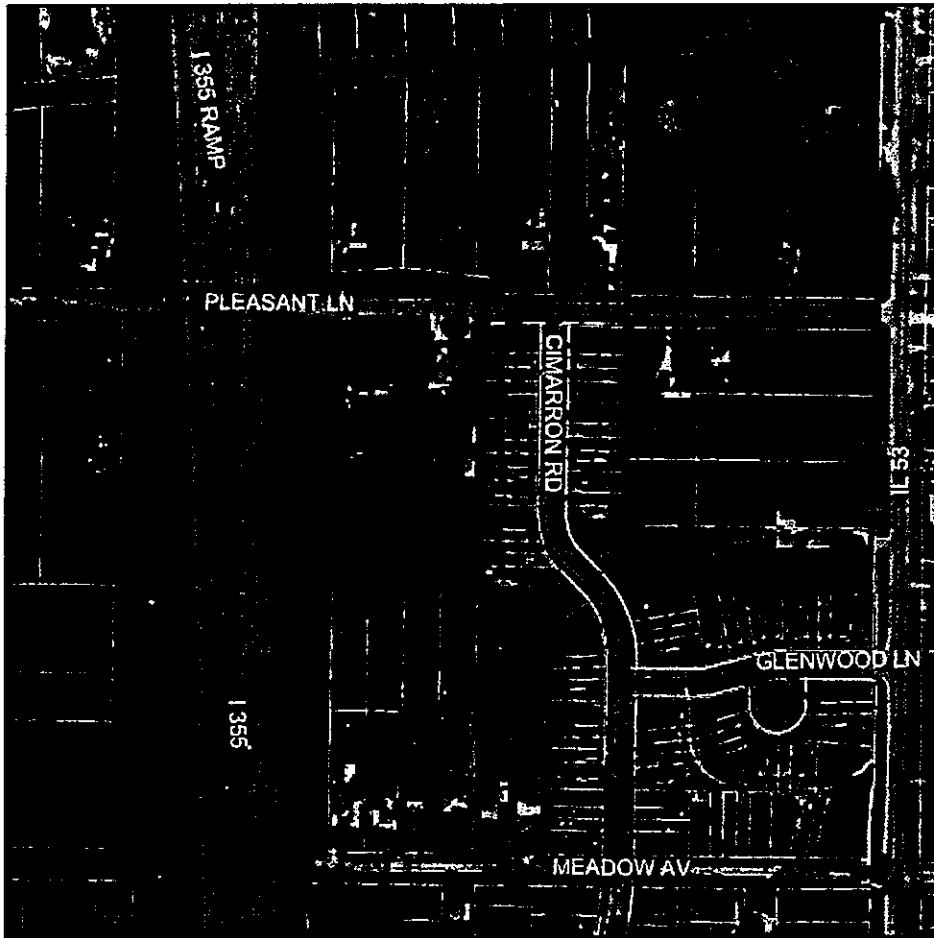
Commissioner Burke asked about the north side of Pleasant and whether that was all unincorporated. Mr. Heniff stated that it all is with the exception of one property and is planned for single family estate residential. He also stated that you could put in estate residential and use Pleasant as a buffer.

Commissioner Olbrysh indicated that he would support this option if the townhomes would be similar to the existing ones. He felt that since this is an undeveloped area, this proposal is the best way to go with this property.




In conclusion, it was the consensus of the Plan Commission that the proposed land use is compatible and that the developer work on details being mindful of similarities of the adjacent properties and to make it an upscale development.

Commissioner Sweetser added that by upscale they mean either meeting or exceeding what is already existing and having some elements of interest other than just another flat street or a boxy building. She also indicated that they should look at varying the façades and/or the street design.

**ATTACHMENT B**  
**AERIAL PHOTOGRAPH OF SUBJECT AREA**

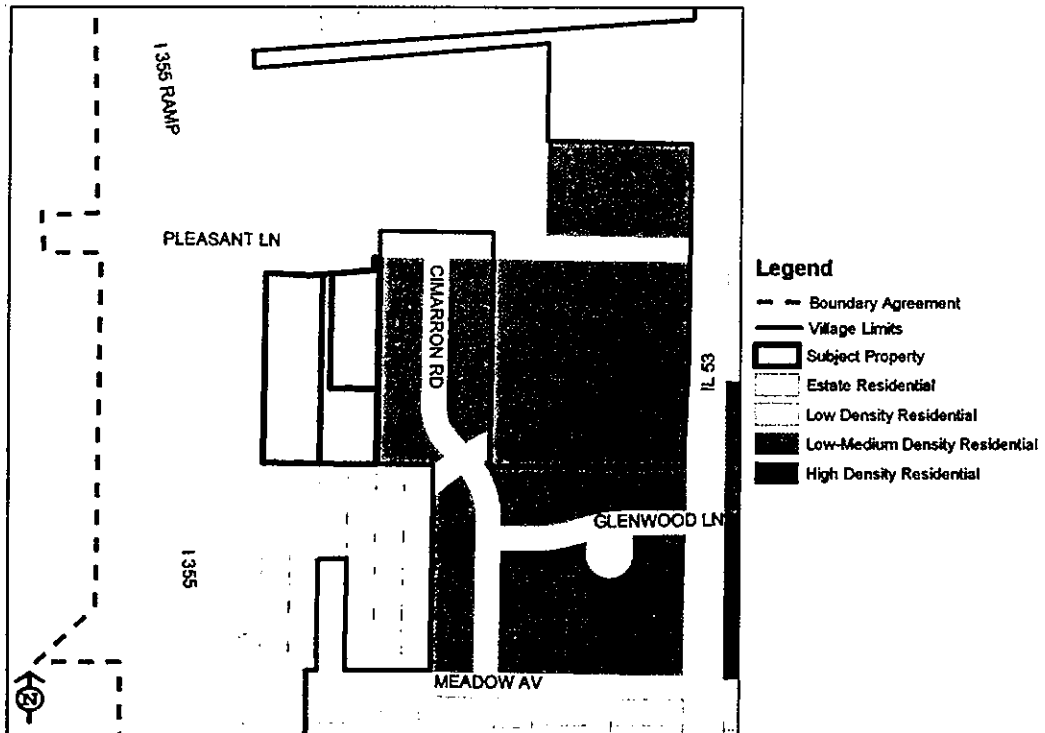


**Legend**

-  Boundary Agreement
-  Village Limits
-  Subject Property

### ATTACHMENT C

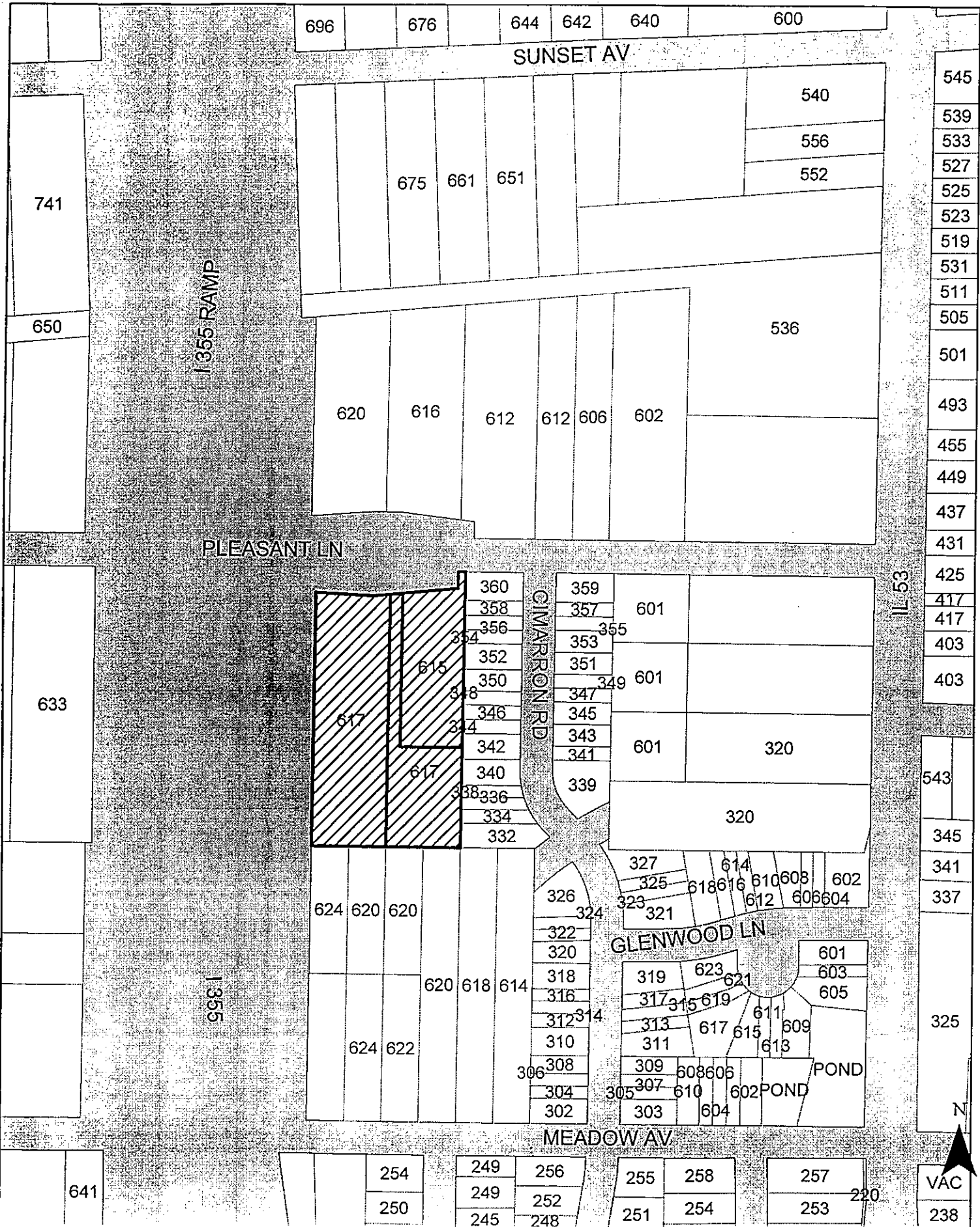
### EXISTING COMPREHENSIVE PLAN DESIGNATION FOR SUBJECT AREA





# Location Map

PC 04-28: Buckingham Orchard



545
539
533
527
525
523
519
531
511
505
501
493
455
449
437
431
425
417
417
403
403
543
345
341
337
325
VAC
238

696	676	644	642	640	600
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741
650

633
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			552
620	616	612	612
		606	602
			536

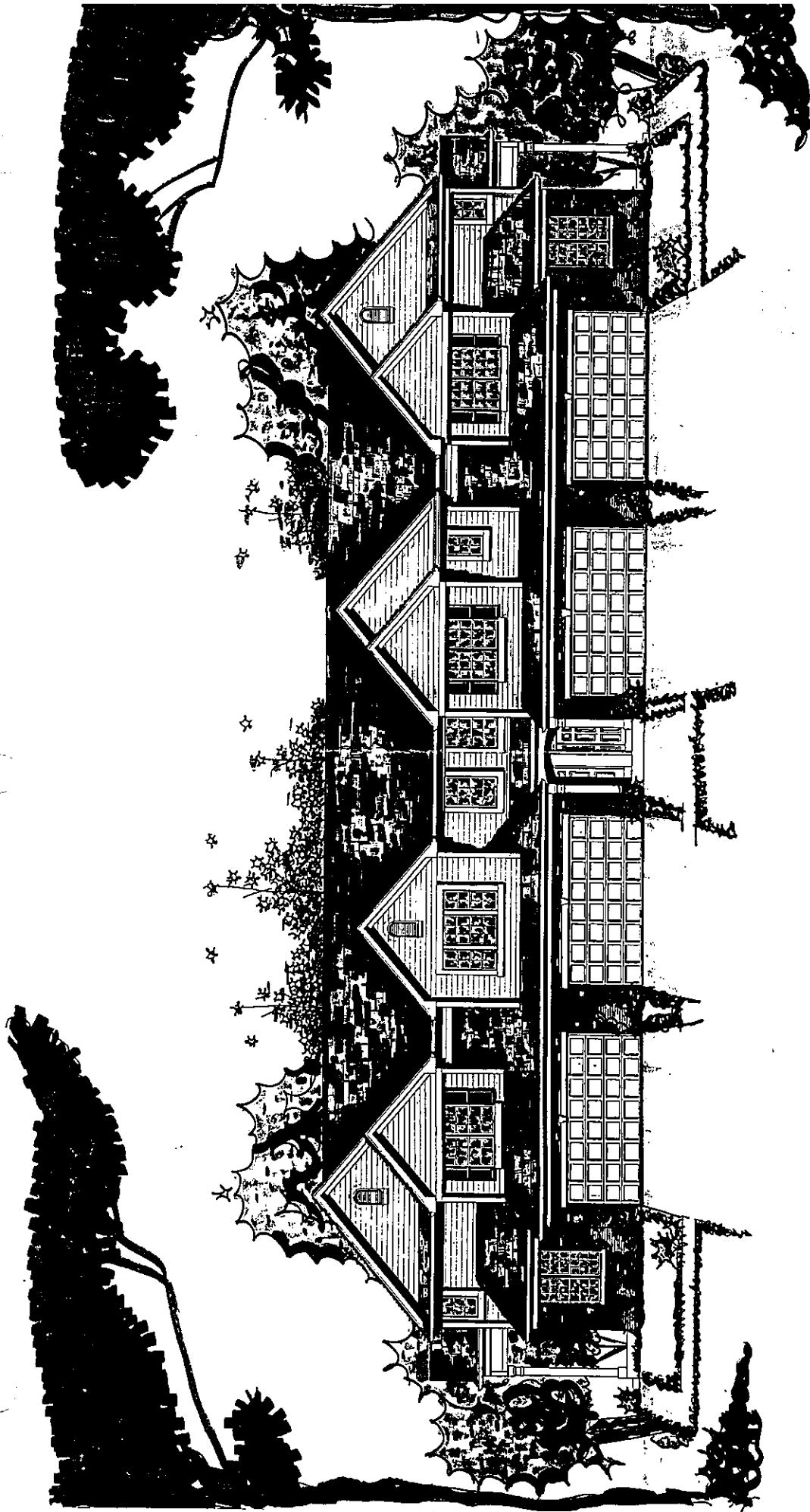
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356	355	
354	353	
352	351	601
350	349	
348	347	
346	345	
344	343	601
342	341	
340	339	320
338		
336		320
334		
332		
624	620	620
	326	327
	324	325
	322	618
	320	616
	318	610
	316	608
	314	602
	312	612
	310	606
	308	604
	306	
	304	
	302	
624	622	
	620	618
		614
	319	623
	317	621
	315	619
	313	617
	311	615
	309	611
	308	609
	307	613
	305	
	303	
	604	
	608	605
	606	601
	610	603
	602	605

641
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254	249	256	255	258	257
250	249	252	251	254	220
	245	248			253

**EXHIBIT F**

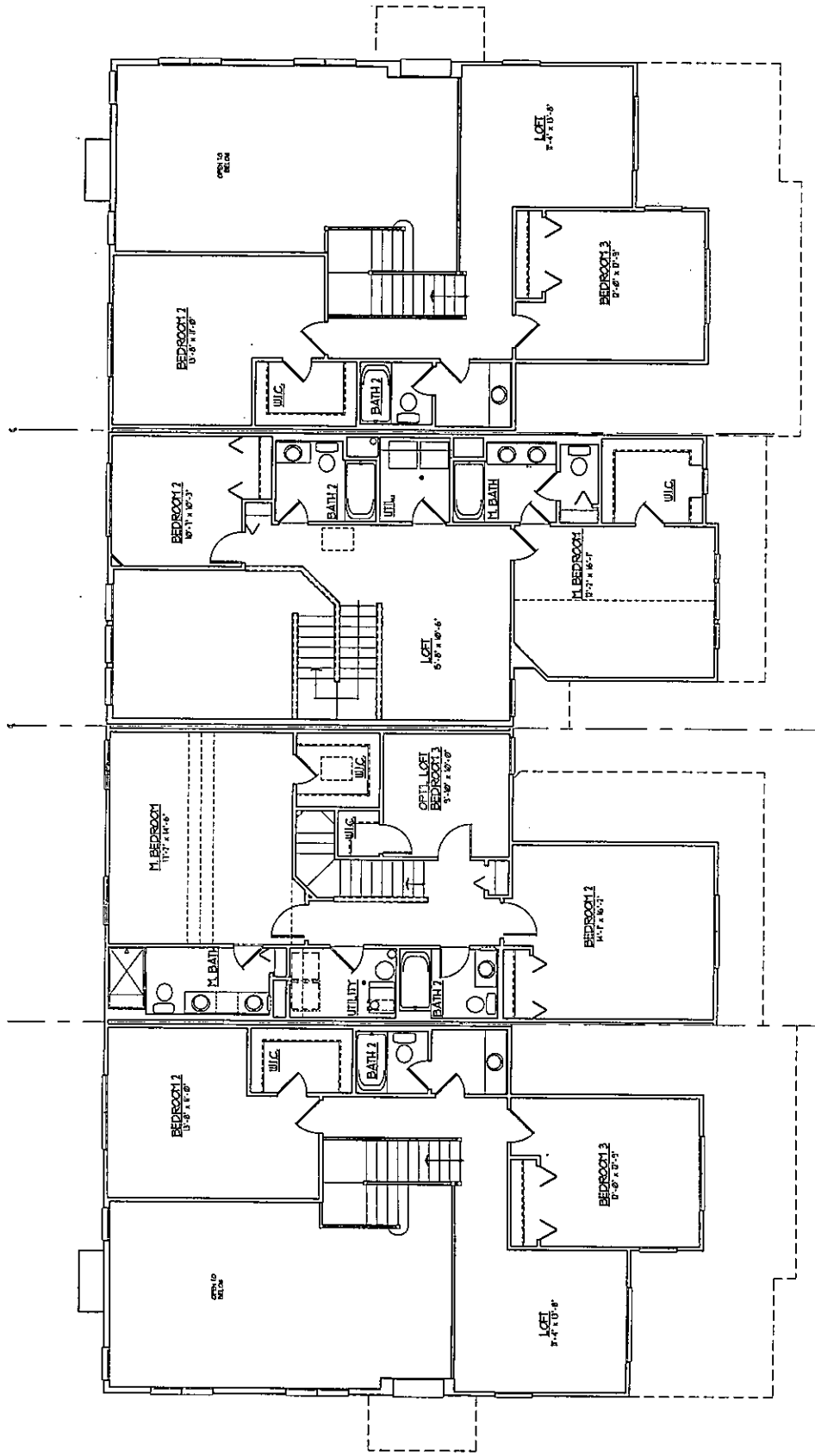
**CONCEPTUAL ARCHITECTURAL ELEVATIONS**



Balsamo, Olson & Lewis, Ltd.  
One South 376 Summit Avenue  
Oakbrook Terrace, Illinois 60181  
630.629.9800  
Copyright, 2004 Balsamo, Olson & Lewis, Ltd. All rights reserved.



DEARBORN/BUCKINGHAM GROUP

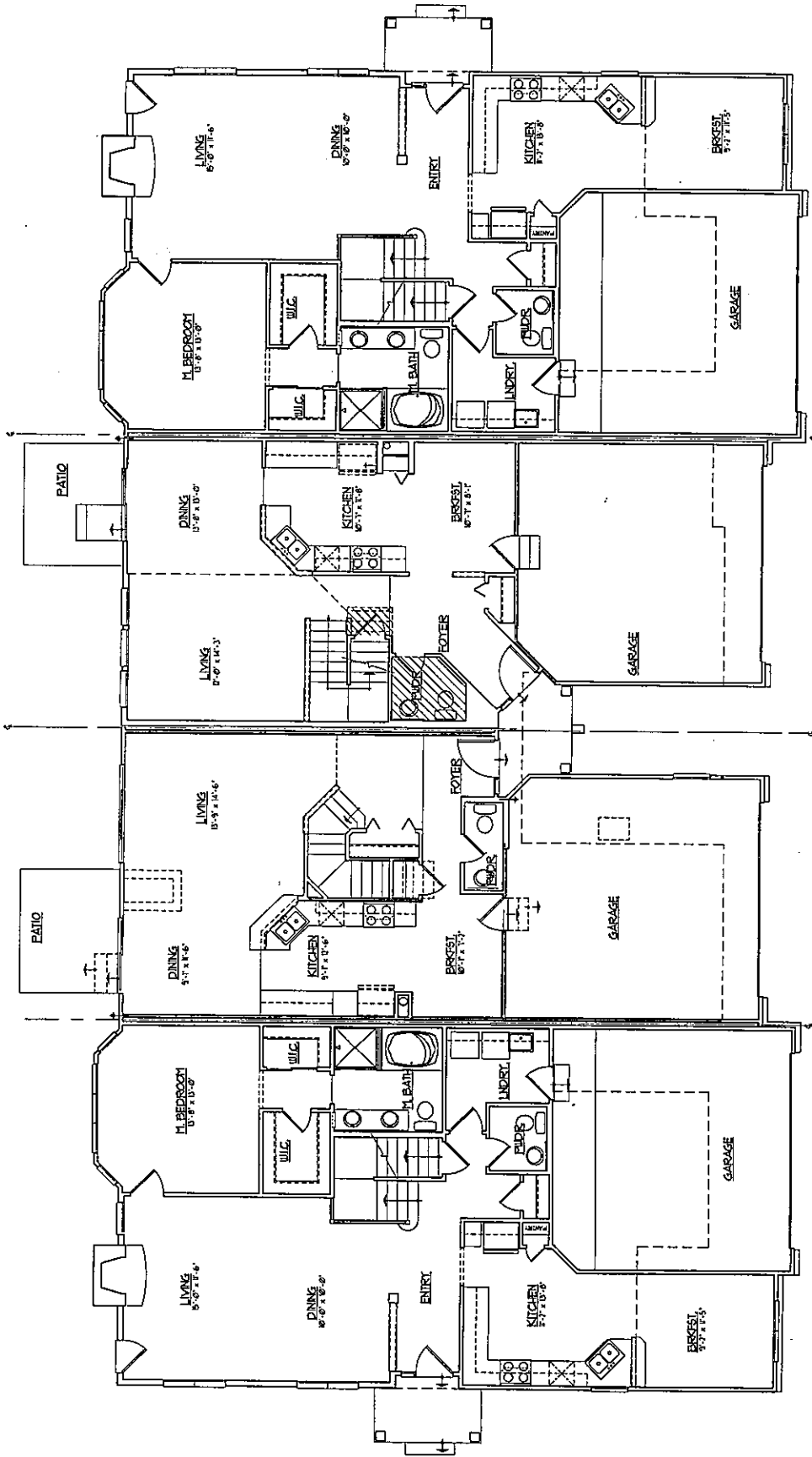


SECOND FLOOR PLAN

Belasco, Olson & Lewis, Ltd.  
 One South 376 Summit Avenue  
 Oakbrook Terrace, Illinois 60181  
 630.629.9000  
 Copyright 2007 Belasco, Olson & Lewis, Ltd.



DEARBORN/BUCKINGHAM GROUP



FIRST FLOOR PLAN

DEARBORN BUCKINGHAM GROUP



Balsamo, Olson & Lewis, Ltd.  
 One South 376 Summit Avenue  
 Oakbrook Terrace, Illinois 60161  
 630.699.9800  
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**EXHIBIT G**

**LEGAL DESCRIPTION**

**ILLINOIS STATE TOLL HIGHWAY AUTHORITY PROPERTY  
(THE TOLLWAY PROPERTY)**

THAT PART OF LOTS 18 AND 19 (EXCEPT THE NORTH 348.50 FEET OF THE EAST 125.0 FEET OF LOT 19) IN MILTON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS: PLEASANT HILLS WEST) OF THE EAST ½ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 18 FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 24 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID LOTS 18 AND 19, 175.02 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 59 SECONDS WEST, 44.08 FEET; THENCE SOUTH 84 DEGREES 53 MINUTES 20 SECONDS WEST, 58.46 FEET TO AN ANGLE POINT; THENCE NORTH 86 DEGREES 55 MINUTES 45 SECONDS WEST, 115.96 FEET TO A POINT ON THE WEST LINE OF SAID LOT 18; THENCE NORTH 00 DEGREES 37 MINUTES 59 SECONDS EAST ALONG SAID WEST LINE OF SAID LOT 18, 45.00 FEET TO THE POINT OF BEGINNING.

ALSO, THAT PART OF THE NORTH 348.50 FEET OF THE EAST 125.0 FEET OF LOT 19 IN MILTON TOWNSHIP SUPERVISOR ASSESSMENT PLAT NUMBER 1, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452574, IN DUPAGE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY FOR A POINT OF BEGINNING, THENCE SOUTH 89 DEGREES, 24 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 19, 110.33 FEET; THENCE SOUTH 00 DEGREES, 37 MINUTES 59 SECONDS WEST, 33.00 FEET TO AN ANGLE POINT; THENCE SOUTH 84 DEGREES 53 MINUTES 20 SECONDS WEST, 111.40 FEET TO A POINT ON THE WEST LINE OF THE AFOREMENTIONED PROPERTY; THENCE NORTH 00 DEGREES 37 MINUTES 59 SECONDS EAST ALONG SAID WEST LINE, 44.08 FEET TO THE POINT OF BEGINNING.

**EXHIBIT H**

**PRELIMINARY DEVELOPMENT AGREEMENT**

**EXHIBIT H**

**PRELIMINARY DEVELOPMENT AGREEMENT  
BUCKINGHAM ORCHARD SUBDIVISION**

**AN AGREEMENT RELATING TO THE APPROVAL OF  
A MAJOR PLAT OF SUBDIVISION ,  
THE MAKING OF REQUIRED IMPROVEMENTS  
AND PROVIDING FUNDS, THEREFOR, FOR  
BUCKINGHAM ORCHARD SUBDIVISION, LOMBARD, ILLINOIS**

**THIS AGREEMENT** (hereinafter, the "Development Agreement") is made and entered into this \_\_\_\_ day of November, 2004 by and between the **VILLAGE OF LOMBARD**, a municipal corporation (hereinafter referred to as "Village") and **DEARBORN BUCKINGHAM GROUP**, an Illinois corporation, (hereinafter referred to as "Developer").

**WITNESSETH:**

**WHEREAS**, the Developer is the owner and developer of the real estate situated within the corporate limits of the Village, legally described in Exhibit 1 attached hereto and made a part hereof and platted as a subdivision of the Subject Property known as Buckingham Orchard Subdivision, as shown by prints of the final plats thereof placed on file in the office of the Deputy Village Clerk of said Village (hereinafter, the "Subject Property"), and intends to develop the Subject Property in accordance with the terms and provisions of this Development Agreement; and

**WHEREAS**, Developer has prepared final plats as referenced in this Development Agreement, which have been approved by the Plan Commission and the Village Board of Trustees of said Village and which, upon receipt by the Village of an irrevocable letter or letters of credit (hereinafter singularly referred to as "Irrevocable Letter of Credit" or collectively referred to as "Irrevocable Letter(s) of Credit") for an amount specified as security for subdivision public improvements, and for such other purpose or purposes herein mentioned, if any, and upon execution of this Development Agreement shall be recorded; and,

**WHEREAS**, a site plan and preliminary engineering plans and specifications for the construction and installation of the required public improvements within the boundaries of the aforesaid subdivision of the Subject Property and off-site public improvements, as prepared by Spaceco, dated September 13, 2004, have been approved by the President and Board of Trustees of the Village (hereinafter, the "Corporate Authorities"), and copies thereof have been filed in the office of the Deputy Village Clerk of the said Village, which copies by reference thereto are hereby incorporated as a part hereof. A final version of the site plan and engineering plans and specifications (hereinafter, the "Plans and Specifications") will be submitted by the Developer to the Village for approval, which approval shall be a condition precedent to the issuance of any building or authorization to proceed with construction as discussed hereinafter; and,

**WHEREAS**, the developer has entered into contracts or will enter into contracts for the work and public improvements required to be made within said subdivision of the Subject Property



and off-site under the Village's Subdivision and Development Ordinance (Chapter 154 of the Village Code), this Development Agreement and the Annexation Agreement governing the annexation and zoning of the Subject Property, which Annexation Agreement is entered into between the parties hereto of even date herewith.

**NOW, THEREFORE,** for and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

#### **SECTION 1:**

##### **COMMENCEMENT OF CONSTRUCTION**

Commencement of construction of the public improvements detailed herein may begin only after the Developer has delivered one or more Irrevocable Letter(s) of Credit in a form satisfactory to the Village and issued by a bank or financial institution approved by the Village in an amount equal to 115% of the Developer's engineer's estimate of cost of construction as approved by the Village's engineer for underground utilities (including water distribution system, sanitary sewer system, and storm sewers with appurtenances; stormwater control systems (including retention or detention ponds, drainage ways and related facilities); right-of-way improvements, (streets, curbs, gutters, sidewalks, streetlights, and parkway landscaping); and all related grading improvements.

#### **SECTION 2:**

##### **CERTAIN OBLIGATIONS OF DEVELOPER**

The Developer agrees to cause to be made in such subdivision of the Subject Property with due dispatch and diligence, such improvements as are required under the aforesaid Subdivision and Development Ordinance, the Plans and Specifications, and the additional conditions approved by the Village's Plan Commission on September 20, 2004, and as modified by the Corporate Authorities on November 4, 2004, attached hereto and incorporated herein as Exhibit 2. The Developer will, when required to, bring about progress in the work with due dispatch, take aggressive steps to enforce each contract connected with the construction of said public improvements, to the end that said improvements will be duly and satisfactorily completed within the time or times herein mentioned. The Developer agrees that all work in the construction of said public improvements shall be done in a good, substantial and workmanlike manner, that all manufactured materials used therein shall be new and of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject to its approval. The Developer will at its expense furnish all necessary engineering services for said public improvements.

#### **SECTION 3:**

##### **COMPLETION OF PUBLIC IMPROVEMENTS**

The public improvements subject to the Irrevocable Letter(s) of Credit and included within the Plans and Specifications shall be completed within twenty-four (24) months of recording of the final plat of subdivision of the Subject Property unless otherwise extended by amendment to this Development

Agreement by the Corporate Authorities. All Irrevocable Letter(s) of Credit, assurances, guarantees, acceptances, and related matters shall comply with the Village's Subdivision and Development Ordinance. The construction of public improvements by the Developer and issuance of approvals by the Village for Buckingham Orchard Subdivision shall comply with the following schedule:

A. Sediment and Erosion Control.

Sediment and erosion control measures shall be implemented as per the Subdivision and Development Ordinance and the Plans and Specifications prior to the issuance of building permits or authorization to proceed with mass grading or other public improvements to the Subject Property. Said measures shall be maintained during the entire construction, process and shall be inspected and repaired as necessary after each significant rainfall. Failure to do so may result in the issuance of a stop work order for any outstanding public improvements or building permits.

B. Tree Preservation Measures.

The Village will not impose a tree preservation requirement as a condition of this development. The Developer, however, will use reasonable efforts to preserve as many trees as is reasonably possible around the perimeter of the Subject Property.

C. Authorization to Proceed with Public Improvements.

- 1) Upon approval of the Plans and Specifications, receipt of all required fees, approval of the Irrevocable Letter(s) of Credit, recording of this Development Agreement and the final plat of subdivision of the Subject Property, and completion of items "A" and "B" above, authorization to construct all public improvements will be given by the Village in accordance with the Plans and Specifications. However, a bituminous concrete base course shall not be installed in areas set aside for roadway construction until the stormwater management facilities are constructed and storage volumes are verified.
- 2) Village represents it will not impose or collect any impact fees for said subdivision of the Subject Property, except as may be set forth in the Annexation Agreement for Buckingham Orchard Subdivision, of even date herewith, and approved by the Corporate Authorities.

D. Construction of Stormwater Control System.

The stormwater management system for the Subject Property is to be operational prior to the issuance of any building permits for private improvements for properties or installation of a bituminous concrete base course in areas set aside for roadway construction. An operational stormwater management system means that the volume of the stormwater detention/retention pond(s) designated for collection of stormwater runoff generated by the aforesaid subdivision of the Subject Property is adequate for the flow being directed to it and the restrictor outlet is in place and that the system has been reviewed and approved by the Village's Director of Community Development. There shall be excluded from the

calculation of the required capacity of the stormwater management system all land situated within the right-of-way of Pleasant Lane. Final grading and landscaping of the detention/retention pond(s) shall be completed in conjunction with final landscaping for each development phase.

The Village and the Developer agree to the following additional stormwater requirements as part of this Development in order to address stormwater management design concerns:

- 1) The Developer, or any successor homeowner associations established in relation to the Subject Property, shall maintain at least a \$1,000,000 general liability insurance policy for the benefit of the Developer, or any successor homeowner associations over the stormwater detention basin, as depicted in EXHIBIT 3.
- 2) A consulting engineer hired by the Columbine Glen Homeowner's Association shall be allowed to review the stormwater management plans and calculations submitted to the Village, as part of the Village's building permit process for the development of the Subject Property by the Developer prior to a site improvements permit being issued.
- 3) The stormwater management plan for the development of the Subject Property shall demonstrate no adverse impact for the Columbine Glen stormwater detention basin, as required by the DuPage County Ordinance.
- 4) The Developer shall provide a copy of the approved as-built plans for the stormwater management facilities for the Subject Property to the Village for transmittal to the Columbine Glen Homeowner Association's consulting engineer.

E. Issuance of Building Permits.

1) Foundation-Only Permits.

Foundation-only permits may be issued upon completion of adequate access to the corresponding building sites and the completion of underground utility work across the street frontage of the subject building site. Adequate access shall mean a maintained gravel access road.

2) Building Permits.

Building permits may be issued upon provision of adequate emergency access to the building site, an operational fire hydrant within 300 feet of the subject building site, and the completion of underground utility work across the street frontage of the subject building site. Adequate emergency access shall mean a maintained roadway with a base course and first layer of asphalt that will support the Village's fire trucks as approved by the Village's fire chief.

3) Model Home/Unit.

Developer may commence construction of a model home/unit on either of Lot 1 or Lot 4. Such construction may proceed simultaneously with infrastructure construction, provided that the model home/unit may not be opened for viewing by

the public until the following conditions have been satisfied:

- a) the stormwater management system for the Subject Property shall be operational; and
- b) all standards applicable to the issuance of a certificate of occupancy by the Village shall have been met.

F. Certificates of Occupancy.

Issuance of a certificate of occupancy (hereinafter, a "Certificate of Occupancy") for a dwelling unit shall be issued upon satisfactory completion of the following:

- 1) Inspection and approval by the Village's bureau of inspectional services;
- 2) Completion of the water distribution system including testing and chlorination. No occupancy permits for dwelling units shall be granted by the Village until the water distribution system has been looped through the development. This requirement shall not apply to a sales office and model unit/building;
- 3) Completion of the sanitary sewer system to the building for which the Certificate of Occupancy is requested;
- 4) Substantial completion of the public street system to the building for which the Certificate of Occupancy is requested and either a turnaround capability for a fire truck or a bituminous roadway through the development in a manner to provide two means of emergency access for each such building. Substantial completion shall include curbs, gutter, street lights and the base course of asphalt;
- 5) Subject to the provisions of Section 3.F.8 below, sidewalks must be installed across the frontage of each lot;
- 6) Subject to the provisions of Section 3.F.8 below, landscaping of the subject building site must be substantially completed, weather permitting. This includes parkway trees, final grading and ground cover;
- 7) Record drawings (as-builts) of the sanitary sewer and domestic water facilities required to serve the building shall be submitted and approved prior to issuance of the first Certificate of Occupancy; and
- 8) A Certificate of Occupancy may be issued at the reasonable discretion of the Village's Director of Community Development during winter conditions notwithstanding the lack of 5) and 6) above provided cash or its equivalent in the amount of 115% of the estimated cost is posted to assure such completion.

G. Other Improvements.

- 1) All required landscaping and other public improvements shall be completed within 24 months of final plat of subdivision of the Subject Property approval or prior to acceptance of the public improvements, whichever date occurs first.
- 2) A buffering plan shall be implemented consistent with the alternatives set forth in the Plans and Specifications.

H. Acceptance of Public Improvements/Easements.

- 1) Final record drawings (“as-builts”), including final grading and all utilities, shall be submitted for the review and approval of the Village’s Director of Community Development prior to acceptance of the public improvements.
- 2) Engineer’s Certification. The Developer’s engineer is to certify that the stormwater management system were constructed in accordance with the Village’s flood control ordinances, and that the project was constructed substantially to plan.
- 3) All deficiencies described in the final punch list shall be satisfactorily completed and approved by the Village’s Directors of Public Works and Community Development.
- 4) A maintenance guarantee in the form of an irrevocable letter of credit shall be submitted and approved. Said maintenance guarantee and irrevocable letter of credit shall comply with the Village’s Subdivision and Development Ordinance.
- 5) The public improvements to be dedicated to the Village shall be accepted by the Corporate Authorities. Upon acceptance by the Corporate Authorities, the public improvement installation guarantee (i.e., the Irrevocable Letter(s) of Credit) shall be returned to the developer.
- 6) Upon inspection and determination that no deficiencies exist, the maintenance guarantee (irrevocable letter of credit), shall be returned at the time of its expiration.

**SECTION 4:**

**CONSTRUCTION DAMAGE TO PUBLIC IMPROVEMENTS**

Care shall be taken to avoid damage to public improvements, including but not limited to, utilities and curbs during construction. Any public improvement damaged during construction shall be repaired by the Developer at no cost to the Village and to the satisfaction of the Village and in substantial compliance with this agreement and all relevant Village ordinances.

**SECTION 5:**

**DEDICATION OF PUBLIC IMPROVEMENTS**

Upon the Village’s approval and acceptance of the public improvements, same shall become the property of the Village and subject to its control. A formal dedication or conveyance of the public

improvements to the Village shall be made by the Developer, if deemed necessary by the Corporate Authorities.

**SECTION 6:**

**IRREVOCABLE LETTER(S) OF CREDIT**

It is expressly understood that this agreement is conditional upon and subject to (1) the delivery to the Village of the document provided for in Section 1 from a financial institution reasonably approved by the Village, (2) approval of same by the Corporate Authorities, and (3) placing same in the Village's files.

**SECTION 7:**

**NOTICES**

All notices or demands to be given hereunder shall be in writing, and the mailing of any such notice or demand by Certified or Registered Mail. Said notices shall be provided as follows:

If to the Village or  
Corporate Authorities:

President and Board of Trustees  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

With Copies to:

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

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

If to the Developer:

Christopher F. Coleman  
The Dearborn Buckingham Group, Inc.  
1775 Winnetka Road, Suite 102  
Northfield, IL 60093

With a Copy to:

Davia O'Keefe

Shain, Burney, Ross & Citron  
222 North LaSalle Street, 19<sup>th</sup> Floor  
Chicago, IL 60601

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

**SECTION 8:**

**SITE ACCESS**

Developer (and its contractors) shall keep all streets which provide access to the subdivision of the Subject Property reasonably clean from all mud, gravel, and other debris, at all times during and after construction hours.

**SECTION 9:**

**TRAFFIC CONTROL**

The Developer shall install traffic signs and other devices as required by the Village for the proper control of vehicles and pedestrians in the area. These control devices shall meet the specifications of the Village's engineer.

**SECTION 10:**

**ACCEPTANCE**

- A. Public improvements shall be accepted by the Corporate Authorities after certification by the Village's engineer and director of community development that the public improvements are in compliance with previously approved plans, specifications, and relevant ordinances.
- B. All required fees and procedures shall be provided prior to such acceptance. The Village shall not be liable for any damages that may occur on any dedicated road within a new subdivision of the Subject Property that has not been accepted by the Corporate Authorities. The Developer shall hold the Village free and harmless and indemnify the Village, its agents, officers and employees from any and all such claims, damages, judgments, costs and settlements including, but not limited to, attorneys' fees that may arise from construction, use, repair, or maintenance or said public improvements before they are accepted by the Corporate Authorities.

**SECTION 11:**

**BINDING EFFECT AND TERM AND  
COVENANTS RUNNING WITH THE LAND**

- A. This Development Agreement has been executed on behalf of the Village pursuant to action adopted by the Corporate Authorities at a meeting of said Corporate Authorities duly held on November \_\_, 2004.
- B. This Development Agreement has been executed by the Developer and shall be binding on the heirs and assigns of the Developer, but shall not be binding on a dwelling unit owner subsequent to the issuance of an occupancy permit for said dwelling unit.
- C. This Development Agreement shall automatically expire upon the expiration of the maintenance guarantee (irrevocable letter of credit) required at the time of acceptance of the public improvements as set forth in Section 3.H.4 herein.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on their behalf respectively and have caused their respective Corporate Seals to be affixed hereto, all as of the date and year first above written.

**ATTEST:**

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

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

Dated: \_\_\_\_\_, 2004

**DEVELOPER:**

**DEARBORN BUCKINGHAM GROUP**

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

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

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

**VILLAGE OF LOMBARD**

**ATTEST:**

By: Barbara A Johnson

Name: Barbara Johnson

Its: Deputy Village  
Clerk

By: William J Mueller

Name: William J. Mueller

Its: President, Village of Lombard

Dated: November 18, , 2004

## SCHEDULE OF EXHIBITS

- EXHIBIT 1: Legal Description
- EXHIBIT 2: Plan Commission Conditions of September 20, 2004, as Amended by the Corporate Authorities on November 4, 2004.
- EXHIBIT 3: Preliminary Geometric Plan, prepared by Spaceco, Inc, dated September 13, 2004.

**EXHIBIT 1**

**LEGAL DESCRIPTION**

**BUCKINGHAM ORCHARD**

LOTS 18 AND 19 IN MILTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 1  
(ALSO KNOWN AS PLEASANT HILLS WEST) OF PART OF THE EAST ½ OF SECTION 1,  
TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT  
452574, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-01-401-045, 05-01-401-044, & 05-01-401-047

PROPERTY ADDRESS: 615 & 617 W. Pleasant Lane, Lombard, IL 60148

**EXHIBIT 2**

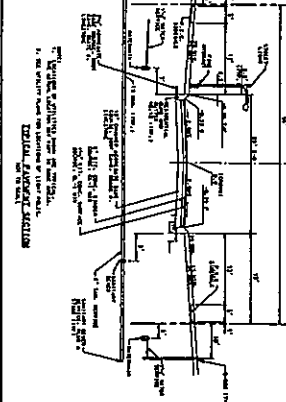
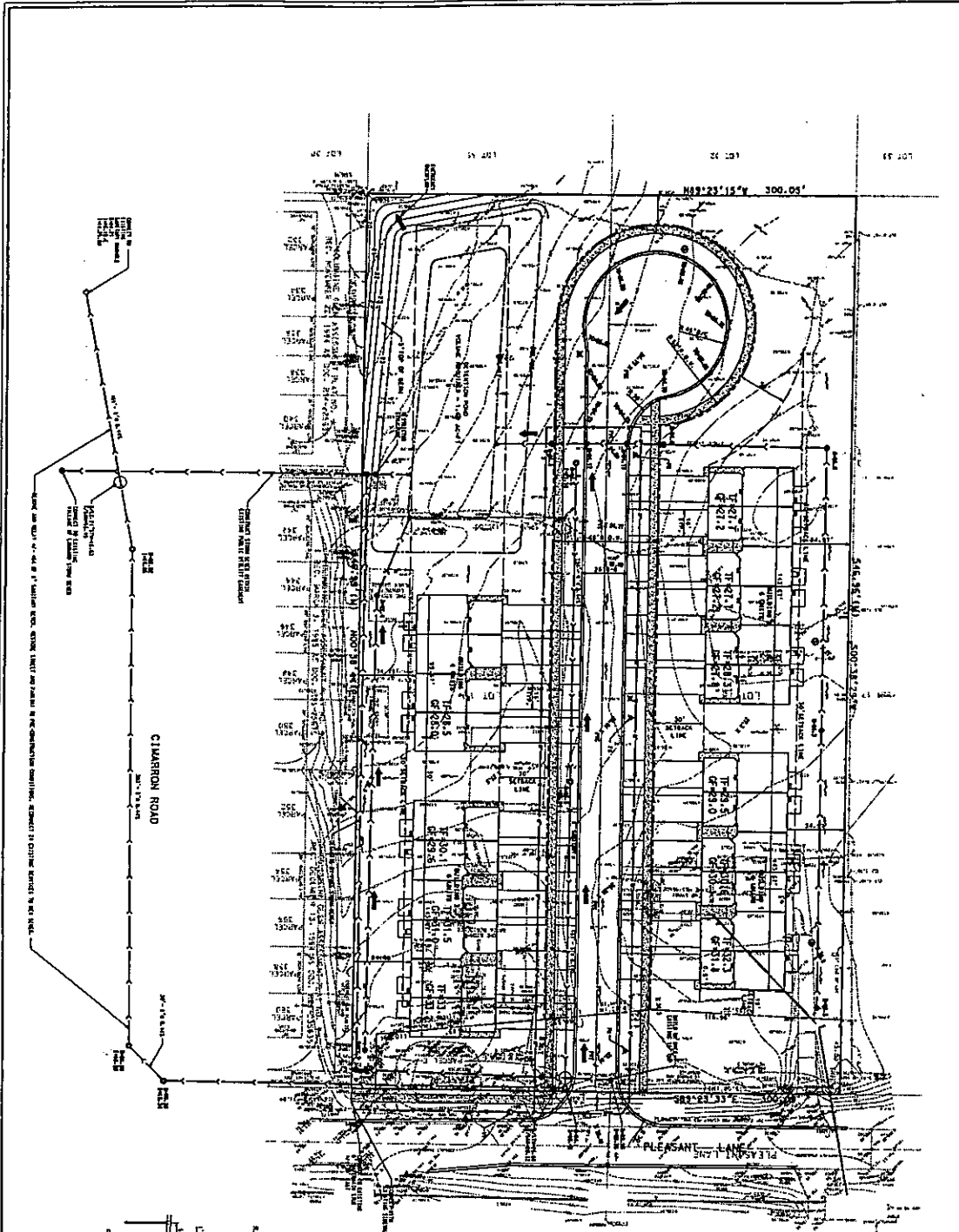
**PLAN COMMISSION CONDITIONS OF APPROVAL  
SEPTEMBER 20, 2004  
AS AMENDED BY THE CORPORATE AUTHORITIES ON NOVEMBER 4, 2004.**

1. That the petitioner shall develop the site in accordance with the Preliminary Geometric Plan, updated September 13, 2004, prepared by Spaceco Inc.
2. That the petitioner shall satisfactorily addresses all of the comments within the IDRC report.
3. That the petitioner shall submit a revised landscape plan in conjunction with the final engineering/geometric plans. Said plan shall meet the landscape planting requirements as required by the zoning and Subdivision and Development Ordinances.
4. That the petitioner shall submit revised architectural drawings depicting the final proposed design palette of the structures, the design of which shall be subject to the approval of the Director of Community Development.
5. That the petitioner shall enter into an annexation agreement with the Village.
6. That in the event that the tract of land currently owned by ISTHA is not conveyed to the petitioner, the site plan shall be amended to remove the northern most townhouse unit on Building 3 as depicted on the submitted plan.

**EXHIBIT 3**

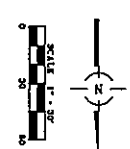
**PRELIMINARY GEOMETRIC PLAN, PREPARED BY SPACECO, INC.,  
DATED SEPTEMBER 13, 2004**

**DEVELOPER**  
 THE DEARBORN - BUCKINGHAM GROUP  
 1775 WINNETKA ROAD, SUITE 102  
 NORTHFIELD, ILLINOIS 60093  
 PHONE: (847) 881-2560  
 FAX: (847) 881-2561



- LEGEND**
- WATER MAIN
  - FIRE HYDRANT
  - VALVE IN WALK
  - SANITARY SEWER
  - SANITARY MANHOLE
  - STORM SEWER
  - STORM MANHOLE / CATCH BASIN
  - STORM JACKET
  - EMERGENCY OVERLAND FLOOD ROUTE

**SITE DATA**  
 SITE AREA = 3.48 ACRES  
 NUMBER OF UNITS = 22  
 NUMBER OF BUILDINGS = 4  
 UNITS PER ACRE = 6.32



**SS ENGINEERS**  
 CONSULTING ENGINEERS  
 PRELIMINARY ENGINEERING PLAN  
 BUCKINGHAM ORCHARD  
 LOMBARD, ILLINOIS

9523 W. Higgins Road, Suite 700  
 Rosemead, Illinois 60018  
 Phone: (847) 914-6040 Fax: (847) 914-6046

NO.	DATE	REMARKS
1	05/21/04	REVISE POND OUTLET SEWER
2	05/13/04	PER CLIENT
3	05/03/04	PER CLIENT

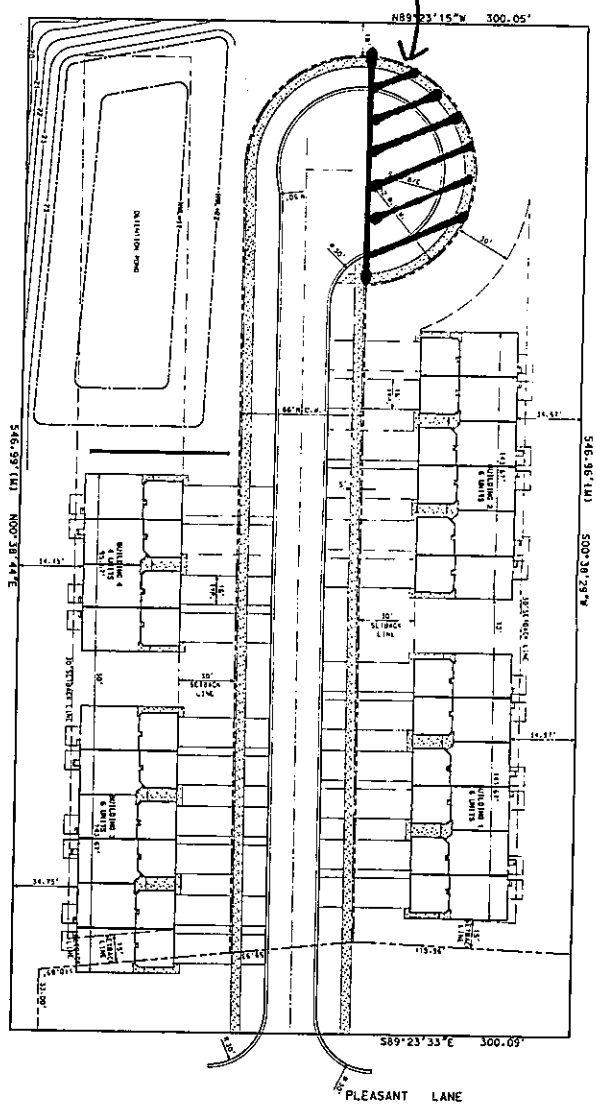
NO.	DATE	REMARKS

**EXHIBIT I**

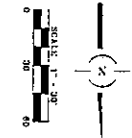
**VACATION OF RIGHT-OF-WAY EXHIBIT**

**DEVELOPER**  
 THE STARRON BUCKINGHAM GROUP  
 1775 WILSON AVENUE, SUITE 102  
 DOWNERS GROVE, ILLINOIS 60515  
 PHONE: (630) 581-2580  
 FAX: (630) 581-2580

Area subject to  
 future vacation



**SITE DATA**  
 SITE AREA = 3.48 ACRES  
 NUMBER OF UNITS = 22  
 NUMBER OF BUILDINGS = 4  
 UNITS PER ACRE = 6.32



	<b>CONSULTING ENGINEERS</b> <b>SITE DEVELOPMENT ENGINEERS</b> <b>LAND SURVEYORS</b>	<b>PRELIMINARY GEOMETRIC PLAN</b>  <b>BUCKINGHAM ORCHARD</b> LOMBARD, ILLINOIS	NO. DATE REMARKS 1 09/03/04 1 09/03/04
	9575 W. Higgins Road, Suite 700 Rosemont, Illinois 60018 Phone: (847) 674-6500 Fax: (847) 476-4565	PROJECT NO. 04010001 DATE 09/03/04 SHEET NO. 1 OF 1	DRAWN BY: J. CLARK CHECKED BY: J. CLARK



**EXHIBIT J**

**FORM RECAPTURE AGREEMENT**

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

**WITNESSETH**

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

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

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

P.I.N.:

Commonly known as:

and

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

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

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

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

Exhibit.J  
Form Recapture Agreement  
(Continued)

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

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

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

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

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

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

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

**Exhibit J**

**Form Recapture Agreement**

(Continued)

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

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

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

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

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

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

Form Recapture Agreement  
(Continued)

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

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

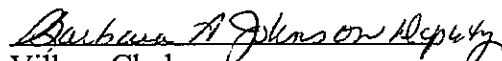
IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed in duplicate by their duly authorized representatives all on the day and year first above written, pursuant to a proper resolution of the respective governing body of each party hereto.

VILLAGE OF LOMBARD

By:   
Village President

(Corporate Seal)

ATTEST:

  
Barbara A. Johnson Deputy  
Village Clerk

DEVELOPER

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

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Secretary

**ORDINANCE 5582**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 4403,  
ADOPTED JANUARY 22, 1998, AMENDING THE COMPREHENSIVE PLAN  
FOR THE VILLAGE OF LOMBARD, ILLINOIS**

(PC 04-28; 615 and 617 W. Pleasant)

(See also Ordinance No.(s) 5583, 5584, 5585 & 5586)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted Ordinance 4403, the Lombard Comprehensive Plan; and,

WHEREAS, an application has heretofore been filed requesting a map amendment for the purpose of changing the Comprehensive Plan's Long Range Land Use Plan designation for the property described in Section 2 hereto from Estate Residential to Low-Medium Density Residential; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on September 20, 2004, 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 Comprehensive Plan amendments 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 Ordinance 4403, otherwise known as the Comprehensive Plan of the Village of Lombard, Illinois, be and is hereby amended so as to redesignate the property described in Section 2 hereof from Estate Residential to Low-Medium Density Residential.

SECTION 2: The Comprehensive Plan redesignation is limited and restricted to the property generally located at 615 and 617 W. Pleasant Lombard, Illinois, and legally described as follows:

Ordinance No. 5582

Re: PC 04-28

Page 2

LOTS 18 AND 19 IN MILTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS PLEASANT HILLS WEST) OF PART OF THE EAST ½ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452574, IN DUPAGE COUNTY, ILLINOIS.

PIN Numbers: 05-01-401-045, 05-01-401-044, & 05-01-401-047

SECTION 3: That the official Long Range Land Use Plan map (Figure 1 in the Comprehensive Plan) 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 November, 2004.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Passed on second reading this 18th day of November, 2004.

Ayes: Trustees Williams, Tross, Koenig, Sebby, Florey and Soderstrom

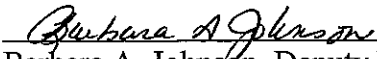
Nays: None

Absent: None

Approved this 18th day of November, 2004.

  
William J. Mueller, Village President

ATTEST:

  
Barbara A. Johnson, Deputy Village Clerk

C.

C

C