

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: August 8, 2005 (BOT) Date: August 18, 2005

TITLE: PC 05-01: 21 W 680 Butterfield Road

SUBMITTED BY: Department of Community Development

BACKGROUND/POLICY IMPLICATIONS:

Your Plan Commission transmits for your consideration a petition requesting the following actions be taken on the subject property:

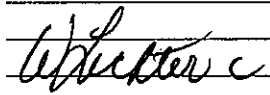
1. Approval of an Annexation Agreement; (2/3 Corporate Authorities Vote Required)
2. Annexation to the Village of Lombard;
3. Approval of a map amendment rezoning from the R1 Single-Family Residence District to the C/R Conservation/Recreation Zoning District;
4. Approval of a Planned Development with the following exceptions, variations and deviations:
  - a. To allow for a conditional use as referenced in Section 155.206(B)(2)(a)(1) of the Zoning Ordinance and a use exception and variation from Section 155.508 (B)(3) of the Zoning Ordinance (Standards for Planned Developments with Use Exceptions) to allow for a personal wireless facility monopole; and
  - b. A deviation from Section 153.501(b)(2)(d) of the Sign Ordinance to allow for two existing free-standing signs on the subject property, where one (1) sign is permitted.

(UNINCORPORATED)

The Plan Commission recommended approval of this petition with amended conditions which excluded the request for the monopole.

Fiscal Impact/Funding Source:

Review (as necessary):

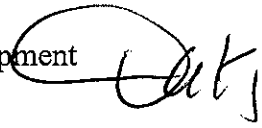
Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X  _____	Date <u>8/9/05</u>

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



## MEMORANDUM

**TO:** William T. Lichter, Village Manager

**FROM:** David A. Hulseberg, AICP, Director of Community Development 

**DATE:** August 18, 2005

**SUBJECT:** PC 05-01: 21 W 680 Butterfield Road

Attached please find the following items for Village Board consideration as part of the August 18, 2005 Village Board meeting:

1. Plan Commission referral letter;
2. IDRC report for PC 05-01;
3. An Ordinance authorizing the execution of an Annexation Agreement;
4. An Ordinance authorizing the annexing the property;
5. An Ordinance authorizing rezoning the property from the R1 Single Family Residence District to the CR Conservation/Recreation District;
6. An Ordinance granting a conditional use for a planned development with a deviation for signage; and
7. Plans associated with the petition.

The request for a personal wireless facility monopole was recommended for denial by the Plan Commission. Staff asked the petitioner if they would like to withdraw the request for the monopole. The petitioner indicated that they would like for the petition to move forward as stated. Therefore, the draft annexation agreement includes discussion regarding the personal wireless facility monopole.



## VILLAGE OF LOMBARD

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Lombard, IL 60148-3926  
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**Village President**  
William J. Mueller

**Village Clerk**  
Brigitte O'Brien

**Trustees**  
Greg Alan Gron, Dist. 1  
Richard J. Tross, Dist. 2  
John "Jack" T. O'Brien, Dist. 3  
Steven D. Sebby, Dist. 4  
Kenneth M. Florey, Dist. 5  
Rick Soderstrom, Dist. 6

**Village Manager**  
William T. Lichter

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

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

August 18, 2005

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

**Subject: PC 05-01; 21 W 680 Butterfield Road**

Dear President and Trustees:

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

1. Approval of an Annexation Agreement;
2. Annexation to the Village of Lombard;
3. Approval of a map amendment rezoning from the R1 Single-Family Residence District to the C/R Conservation/Recreation Zoning District;
4. Approval of a Planned Development with the following exceptions, variations and deviations:
  - a. To allow for a conditional use as referenced in Section 155.206(B)(2)(a)(1) of the Zoning Ordinance and a use exception and variation from Section 155.508 (B)(3) of the Zoning Ordinance (Standards for Planned Developments with Use Exceptions) to allow for a personal wireless facility monopole; and
  - b. A deviation from Section 153.501(b)(2)(d) of the Sign Ordinance to allow for two existing freestanding signs on the subject property, where one (1) sign is permitted.

After due notice and as required by law, the Plan Commission conducted a public hearing for this petition on July 18, 2005. Michael Fugiel, Lombard Park District Director, presented the petition. Mr. Fugiel stated that the petition has nothing to do with a previous petition presented before DuPage County several years prior for a variation to allow a one hundred (100) foot monopole where only seventy-five (75) feet was allowed. He stated that the petition included variations for two

existing freestanding signs on Butterfield Road. He stated that the Park District is looking to reduce its fees, as they recently experienced a \$1600 increase for their liquor license. He stated that annexation would provide the Park District a substantial saving.

Acting Chairperson Sweetser then opened the meeting for public comment.

Bob Rettger, 21 W 766 Clifford Road, referenced the petition for a cell tower from previous years. He stated that he wanted clarification as to where the tower would be located.

Michael Hixenbaugh, of Butterfield Park District, read a prepared statement and submitted it to the record. He stated that the Butterfield Park District does not have an objection to the voluntary annexation of the Western Acres Golf Course into the Village of Lombard. In addition, through communication with the Lombard Park District and the Lombard Community Development office we understand the following to be true about the personal wireless facility monopole:

- 1) That the location of the pole will not be near the Western Acres maintenance garage facility as previously proposed.
- 2) That the likely location would be near the club house or the golf course pump station, though this has not been decided.
- 3) That the size of the pole will remain the same as the original permit which is 75 feet.

Terrance Olton, 2 S 163 Mayfield Lane, asked if how annexing the undeveloped portion of the golf course would effect residents of Butterfield West.

John Lagioia, 2 S 610 Danbury Drive, asked if there were a cell tower or multiple towers and if there were actually a plan. He asked about the effect on property values.

Prem Kanoth, 22 W 065 Ahlstrand Road, stated that a cell tower will directly effect property values. He stated that studies have been done on cell towers. He stated that a tower would destroy the entire property. Mr. Kanoth requested that the matter be studies properly.

Lisa Saunderson, 2 S 585 Danbury Drive, a resident and Butterfield Park District commissioner, asked if the zoning change would provide additional rights or take away rights that the residents should be aware of. She asked if the petition allowed for one tower or more than one attachment on the tower. She stated that the Park District did not receive notification of the meeting. Ms. Saunderson asked if the proposed location of the tower is located near the ninth hole and Peace Lutheran. She asked that the cell tower be located a good distance away from the homes. She stated that the Butterfield Park District had not been able to consider it fully as a board. She stated that cell towers were no longer allowed to be located near fire stations, as firemen were becoming ill. She stated that the FCC reports that all of the data is not in regarding towers.

Rakesh Subramanian, 2 S 554 Danbury Drive, stated that he was the president of the Green Briar Glen Homeowner's Association. He asked whether there was any implication of their subdivision being annexed in the future. He asked what was the implication on property values.

Charles Menard, 2 S 585 Danbury Drive, wanted specifications as to where the tower would be located. He stated that he is an electrical engineer and works for a cell tower infrastructure company. He stated that he is aware of radiation issues with cell towers. He stated that he has concerns about illness as others had stated.

Bob Gans, 2 S 575 Danbury Drive, stated that property owners adjacent to the golf course were not notified of the meeting. He stated that there was no mention of any plans for a tower in the petition yet it was a part of the annexation agreement. He asked why.

Mr. Fugiel responded that he had not been contacted in over seven years for the placement of a cell tower. He stated that it was included in the request as they currently have rights through DuPage County to install a tower. He stated that he is not aware of multi-cell towers. He stated that one, seventy-five (75) foot tower is allowed and anything else would require the same process but through the Village of Lombard. Mr. Fugiel stated that the complexion of the golf course will not change and he did not believe the complexion of the surrounding properties would either. He stated that the maintenance garage was not included as part of the annexation request. He stated that the Park District has no involvement in the staff notifications. He stated that in regards to the forcible annexation of other properties, it was his understanding that according to state statute those areas could not be forcibly annexed as they exceeded the acreage requirement for forcible annexations.

Acting Chairperson Sweetser asked if there was some comment regarding a preferred location for the towers. He stated that cell towers need to be located near a source of electricity in order to operate. He stated that the area near the fifth hole and the clubhouse have electricity and that's why they were chosen.

Acting Chairperson Sweetser asked if Mr. Fugiel would like to address the health concerns. Mr. Fugiel stated that seven or eight years ago when the matter appeared before the ZBA, members of the audience were instructed not to address those issues as there was no validity to those concerns.

Acting Chairperson Sweetser then requested the staff report.

Angela Clark, Planner II, presented the staff report. Ms. Clark stated that the subject property is owned by the Lombard Park District and operated as Western Acres Golf Course. The property includes the golf course and clubhouse. The maintenance building located near Route 53 is not included in this request as it is outside of the Lombard Intergovernmental Boundary Agreement area. The Park District seeks annexation into the Village at this time. As all newly annexed

properties are assigned R1 Single Family Residential zoning by default, the Park District also requests a map amendment from R1 to the CR Conservation Recreation Zoning District.

The Park District also requests approval of a planned development with a use exception for a personal wireless facility and a deviation for two existing freestanding signs. Presently the Lombard Park District is afforded the opportunity, by right, to place a personal wireless facility on the subject property under DuPage County regulations. While there are no immediate plans to erect a monopole on the subject property, the Park District requests a use exception to allow for placement of such a structure in the future.

Ms. Clark stated that the use of the subject property would not change, therefore the use was compatible with the surrounding uses and zoning. She stated that the use is identified as a permitted use within the proposed zoning classification and was compatible with the designation identified by the Comprehensive Plan.

Ms. Clark noted that the existing signs were approximately twenty square feet in area. She stated that the petitioner obtained variations from DuPage County for the signs and the Village did not object at the time. She stated that they were included within the request to ensure that the signs could be replaced in the event that they were damaged or destroyed.

Ms. Clark noted the request for a personal wireless facility. She stated that the petitioner presently has the right to erect a monopole facility, therefore it was included within the request for annexation. Ms. Clark stated that staff had discussed a potential location for the pole should the need arise.

Ms. Clark noted the request for a planned development. She stated that it would give the Village greater flexibility over any future developments or changes that would take place on the site. She noted that the CR zoning designation is more restrictive than the R1 zoning residential given to newly annexed properties by default. Ms. Clark stated that staff recommended approval of the petition, subject to the conditions noted in the staff report.

Lisa Saunderson asked if the staff report indicated that the preferred location for the cell tower was near the fifth hole. Ms. Clark stated that it was a recommended location.

William Heniff, Senior Planner, stated that the DuPage County adopted the Telecommunications Act of 1997 verbatim, requiring the tower to be a minimum of three hundred (300) feet away from adjacent residences.

Ms. Saunderson asked if the recommendation would move forward with that location. Mr. Heniff stated that the Plan Commission would make its recommendation now and the Board of Trustees would review it on August 18, 2005. Ms. Saunderson asked if the public was able to comment at the board meeting. Mr. Heniff stated that there was a public comment period.

Mr. Gans stated that he did not believe the area in question was three hundred (300) feet away from adjacent residences. He stated that he did not believe that the number was accurate. He asked that the issue not be voted on until the number could be verified.

Phyllis Walters, 2 S 407 Golfview Drive, stated that she does not believe that the pump station was three hundred (300) feet from the residential areas.

Mr. Olton asked where the tower was proposed relative to the pond. Mr. Fugiel stated that there are three ponds on the course. Mr. Olton said that he was referencing the one near Glen Valley Drive. Mr. Fugiel stated that it would be south of par three and east of the pond.

Acting Chairperson Sweetser then opened the meeting for discussion among the Plan Commission members.

Commissioner Burke stated that the petitioner mentioned two potential locations for the cell tower. He asked if the second location should be included in condition number two. He stated that language should also be added that the construction of any tower must meet the state statute guidelines.

Commissioner Olbrysh stated that he has no problem with the annexation and requested signage variation. He stated that there are no plans for a monopole and there have been no plans for a monopole for several years. He stated that it is premature to even include the request in the petition. He stated that it might be several years before a request for a monopole. He stated that details, information, and neighbors may change within that time period. He recommended elimination of condition two.

Commissioner Zorn stated that she agreed with Commissioner Olbrysh. She stated that it should not be included if there were no plans for one.

Commissioner Burke asked if the petitioner believed the Park District would move forward with the annexation if conditions two and three were removed.

Mr. Fugiel stated that he believed they would. He stated that the tower was included since they already have access to the provision.

Commissioner Olbrysh asked staff if there would be a problem removing conditions two and three.

Mr. Heniff stated that the Commission could approve the rezoning and annexation subject to the conditions they wanted.

After due consideration of the petition and the testimony presented, the Plan Commission found that the proposed variations comply with the standards of the Zoning Ordinance. Therefore, the Plan

Commission, by a roll call vote of 4 to 0, recommended to the Corporate Authorities, **approval** of the following relief associated with PC 05-01:


1. Approval of an Annexation Agreement;
2. Annexation to the Village of Lombard;
3. Approval of a map amendment rezoning from the R1 Single-Family Residence District to the C/R Conservation/Recreation Zoning District;
4. Approval of a Planned Development with the following exceptions, variations and deviations:
  - a. A deviation from Section 153.501(b)(2)(d) of the Sign Ordinance to allow for two existing freestanding signs on the subject property, where one (1) sign is permitted.

The recommendation for approval is subject to the following conditions:

1. That the petitioner shall enter into an annexation agreement with the Village setting forth the terms and conditions of the annexation of the subject property.

Respectfully,

**VILLAGE OF LOMBARD**

  
Ruth Sweetser, Acting Chairperson  
Lombard Plan Commission

att-

c. Petitioner  
Lombard Plan Commission



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

TO: Lombard Plan Commission                      HEARING DATE: July 18, 2005  
FROM: Department of                                  PREPARED BY: Angela Clark, AICP  
                    Community Development                                  Planner II

**TITLE**

**PC 05-01; 21 W 680 Butterfield Road:** The petitioner, the Lombard Park District, requests that the following actions are taken on the subject property:

1. Approval of an Annexation Agreement;
2. Annexation to the Village of Lombard;
3. Approval of a map amendment rezoning from the R1 Single-Family Residence District to the C/R Conservation/Recreation Zoning District;
4. Approval of a Planned Development with the following exceptions, variations and deviations:
  - a. To allow for a conditional use as referenced in Section 155.206(B)(2)(a)(1) of the Zoning Ordinance and a use exception and variation from Section 155.508 (B)(3) of the Zoning Ordinance (Standards for Planned Developments with Use Exceptions) to allow for a personal wireless facility monopole; and
  - b. A deviation from Section 153.501(b)(2)(d) of the Sign Ordinance to allow for two existing freestanding signs on the subject property, where one (1) sign is permitted.

**GENERAL INFORMATION**

Petitioner/Property Owner: Lombard Park District  
227 West Parkside Avenue  
Lombard, IL 60148

**PROPERTY INFORMATION**

Existing Zoning: Unincorporated DuPage County R4 Single Family Residential District  
Existing Land Use: Western Acres Golf Course  
Size of Property: Approximately 102.16 Acres  
Comprehensive Plan: Recommends open space and recreational use

Surrounding Zoning and Land Use:

North: Unincorporated DuPage County; Zoned R4 Single Family Residential; Butterfield School District

South: Unincorporated DuPage County; Property within Downers Grove; developed as Forest Preserve and a Commonwealth Edison Transmission Line

East: Unincorporated DuPage County; Zoned R4 Single Family Residential; developed as Single-Family Residences

West: Unincorporated DuPage County; Zoned R4 Single Family Residence; developed as Single Family Residences and Butterfield Park District Recreation Facility

## ANALYSIS

### SUBMITTALS

This report is based on the following documents:

1. Public Hearing Application, dated May 18, 2005
2. Plat of Annexation, Prepared by Gentile and Associates, Inc., dated October 25, 2004.
3. Western Acres Existing Conditions Survey, undated, Prepared by Wight & Company DG/SH, Ltd.

### DESCRIPTION

The subject property is owned by the Lombard Park District and operated as Western Acres Golf Course. The property includes the golf course and clubhouse. The maintenance building located near Route 53 is not included in this request as it is outside of the Lombard Intergovernmental Boundary Agreement area. The Park District seeks annexation into the Village at this time. As all newly annexed properties are assigned R1 Single Family Residential zoning by default, the Park District also requests a map amendment from R1 to the CR Conservation Recreation Zoning District.

The Park District also requests approval of a planned development with a use exception for a personal wireless facility and a deviation for two existing freestanding signs. Presently the Lombard

Park District is afforded the opportunity, by right, to place a personal wireless facility on the subject property under DuPage County regulations. While there are no immediate plans to erect a monopole on the subject property, the Park District requests a use exception to allow for placement of such a structure in the future.

## **ENGINEERING**

The Private Engineering Services Division offers the following comments:

The Park District shall obtain a special management area certification from DuPage County if the monopole is proposed to be located in the 100-yr floodplain, riparian area, wetland or wetland buffer. Such certification is required before a permit may be issued by the Village of Lombard.

## **PUBLIC WORKS**

Public Works Engineering concurs with the Private Engineering Services Division's comments.

## **BUILDING AND FIRE**

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

## **PLANNING**

### **Compliance with the Comprehensive Plan**

The Long-Range Plan Map of the Comprehensive Plan recommends that the property be used as open or recreational space. The golf course serves this purpose, therefore the use is consistent with the Comprehensive Plan.

### **Compliance with the Zoning Ordinance**

Golf courses are recognized as permitted uses within the Conservation/Recreation District in the zoning ordinance. As such, the existing use is compatible with the ordinance.

### **Signage Deviation**

Currently there are two existing freestanding signs on the subject property. The signs serve as entrance signs to the golf course facility. The signs are approximately six and a half feet (6.5') in height and approximately thirty (30) square feet in surface area. Freestanding signs are permitted within the Conservation/Recreation District provided that they are no greater than thirty (30) square feet in surface area and no taller than six (6) feet in height. One sign is permitted per entrance provided that the distance between the signs is 100 feet.

The signs were legally established under DuPage County jurisdiction. DuPage County granted zoning relief (Ordinance 4598-99) to allow a second freestanding sign not to exceed thirty (30) square feet and 6' 3.5" in height. The signs can remain as legal nonconforming structures. Granting relief at this time will ensure that the signs could be replaced in the event of future damage or removal. Staff can support the requested deviation, as the signs will not exceed the allowable square footage permitted in the underlying zoning district. The signage provides visibility to the golf course entrance for vehicular traffic traveling in both directions along 22<sup>nd</sup> Street. Furthermore, the Village did not express concerns during the original variation request.

#### Map Amendment

All newly annexed properties are assigned a default zoning classification of R1 Single Family Residential unless otherwise requested. The petitioner requests that the property be rezoned to the CR Conservation Recreation District. Staff supports the request for CR zoning as it is compatible with the long range planning goals identified by the Comprehensive Plan.

#### Conditional Use for a Personal Wireless Facility

Per the Lombard Zoning Ordinance, ground mounted personal wireless facility towers are only permitted in the I Limited Industrial District. New towers typically are not permitted unless the applicant can demonstrate that no existing towers can accommodate the proposed antenna. The Park District currently has rights to place a personal wireless facility on the subject property through DuPage County regulations which adopted the State Telecommunications Act provisions set forth in 55ILCS 515-12001. As there is a coverage hole in the area, justification could be made by a carrier that the need for a monopole exists. Therefore, staff can support the request to maintain the existing right to erect a monopole. Staff has discussed potential locations for such a facility if the need arises and recommends that placement is near the fifth hole on the course as that location would net the buffer separation requirements currently required through the state statutes.

#### Conditional Use – Planned Development

There are no minimum size or frontage requirements for planned developments within the CR Conservation Recreation District. Given the nature of the site and accompanying variations and exceptions requested, staff is supportive of the planned development request as it establishes a framework for review and consideration of any other subsequent activities or structures that could be developed in the future. The creation of the planned development will also allow for additional community input through the public hearing process for future improvements to the site.

#### Compatibility with Surrounding Zoning

The subject property is currently utilized as a golf course. The subject property abuts residential and other public uses. As the use of the site will remain the same, there is no change in the capability of the property with existing land uses.

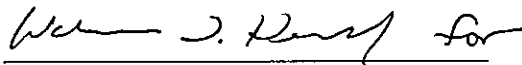
## FINDINGS AND RECOMMENDATIONS

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

Based on the submitted petition and the testimony presented, the requested conditional uses comply with the standards required by the Lombard Zoning Ordinance, the standards for planned development and that creating a planned development is in the public interest; and, therefore, I move that the Plan Commission accept the findings of the IDRC as the findings of the Plan Commission and therefore recommends to the Corporate Authorities **approval** of the conditional uses and variations associated with PC 05-01, subject to the following conditions:

1. That the petitioner shall enter into an annexation agreement with the Village setting forth the terms and conditions of the annexation of the subject property.
2. That the petitioner shall provide the Village with an exhibit depicting the proposed location of the monopole. Said monopole shall be located in close proximity to the existing fifth hole of the golf course.
3. That a building permit be obtained prior to placement of the personal wireless facility.

Inter-Departmental Review Group Report Approved By:



David A. Hulseberg, AICP  
Director of Community Development

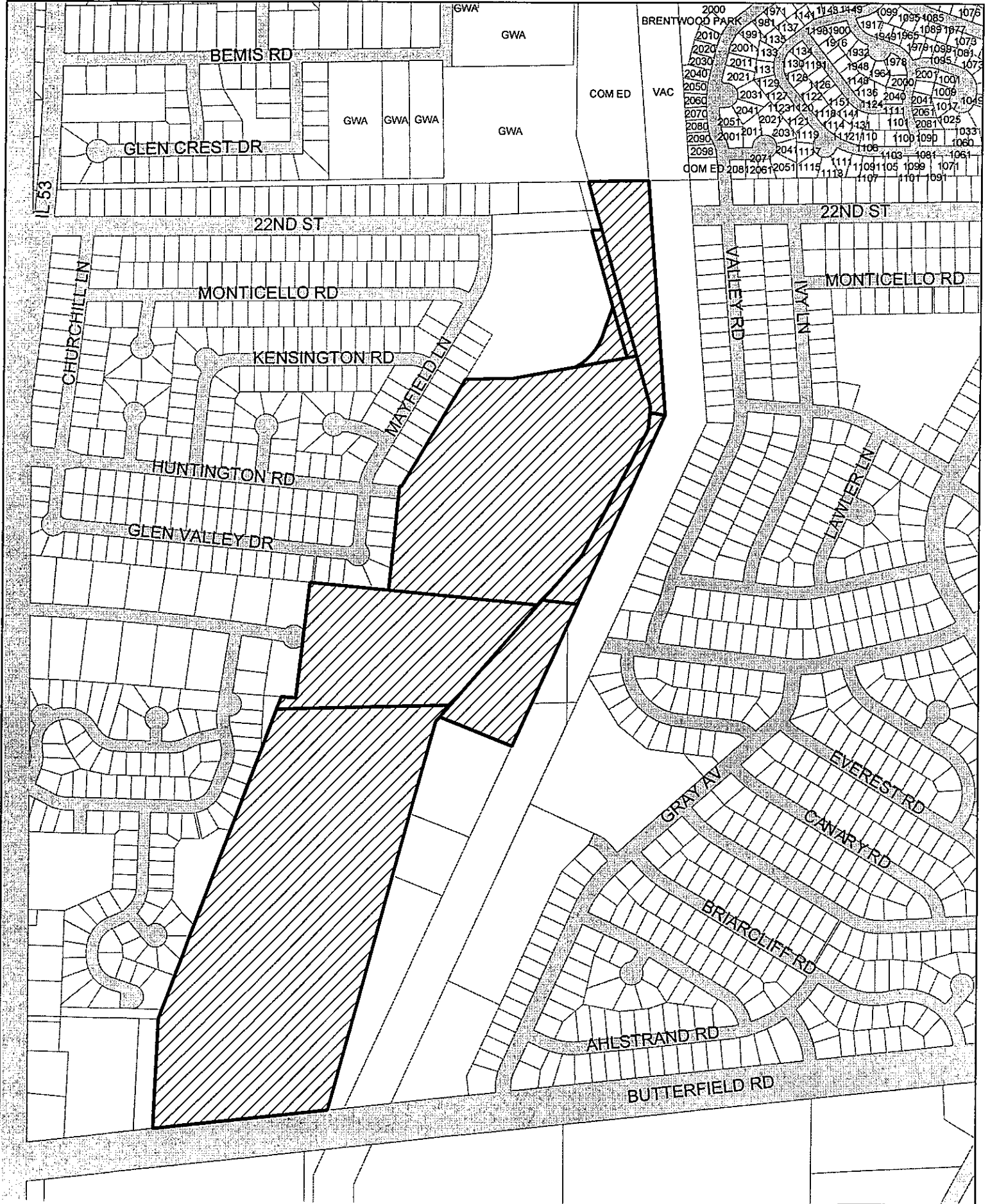
DAH:ADC

att-

c. Petitioner

# Location Map

PC 05-01: Western Acres Golf Course



## Response to Standards for Planned Developments

### General Standards

1. **Except as modified by and approved in the final development plan, the proposed development complies with the regulations of the district or districts in which it is to be located.**

The subject property complies with the underlying requirements of the Zoning Ordinance. The requested exception for the personal wireless facility will be unobtrusive to the existing land use. The placement of such a facility will be done in a manner as to not interfere with the underlying use of the property.

2. **Community sanitary sewage and potable water facilities connected to a central system are provided.**

3. **The dominant use in the proposed planned development is consistent with the recommendations of the Comprehensive Plan of the Village for the area containing the subject site.**

The Comprehensive Plan recommends that the subject property be utilized as open or recreational space. The existing use serves that end.

4. **That the proposed planned development is in the public interest and is consistent with the purposes of this Zoning Ordinance.**

The proposed planned development is in the public interest and is consistent with the purposes identified by the Zoning Ordinance. Granting of the planned development will grant the Village greater flexibility and input over any future development on the site.

5. **That the streets have been designed to avoid:**

- a. **Inconvenient or unsafe access to the planned development;**
- b. **Traffic congestion in the streets which adjoin the planned development;**
- c. **An excessive burden on public parks, recreation areas, schools, and other public facilities which serve or are proposed to serve the planned development.**

There are no new streets or other changes planned for the subject property, therefore there will not be an increase in congestion or unsafe access to the planned development. As the use is not changing, no undue burdens will be placed on surround facilities or uses.

### **B. Standards for Planned Developments with Use Exceptions**

**The ordinance approving the Final Development Plan for the planned development may provide for uses in the planned development not allowed in the underlying district, provided the following conditions are met:**

- 1. Proposed use exceptions enhance the quality of the planned development and are compatible with the primary uses.**

The subject property is allowed to have a personal wireless facility by right under the existing jurisdiction. No changes are proposed for the primary use of the property. If such a facility is placed on the property in the future it will be done in such a manner as to not interfere with the underlying uses. The requested deviations for signage are intended to preserve rights legally established under DuPage County's jurisdiction. The signs enhance the quality of the planned development in the sense that they will demarcate the entrance for traffic traveling from both directions along the adjacent right of way. The signs will in no way impede the flow of traffic or create any additional hazard.

- 2. Proposed use exceptions are not of a nature, nor are located, so as to create a detrimental influence in the surrounding properties.**

As the subject property is largely open in nature, the future placement of a wireless facility will not be located near abutting residential uses. The recommended location will fulfill necessary buffering requirements.

- 3. Proposed use exceptions shall not represent more than 40% of the site area or more than 40% of the total floor area, whichever is less.**

**However, in a residential planned development area no more than 10% of the site area or the total floor area shall be devoted to commercial use; furthermore, no industrial use shall be permitted.**

The proposed exception will not represent more than 40% of the site area.



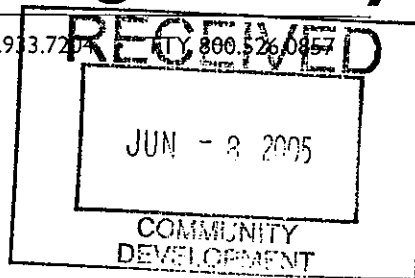
## Response to the Standards for Map Amendments

1. **Compatibility with existing uses of property within the general area of the property in question;**  
The existing use of the property is compatible with the existing uses and proposed zoning district. As the use of the subject property is not changing, there will be no change in impact with surrounding land uses.
2. **Compatibility with the zoning classification of property within the general area of the property in question;**  
The surrounding uses are largely residential. Conservation and Recreation areas are well suited near residential uses.
3. **The suitability of the property in question to the uses permitted under the existing zoning classification;**  
As the subject property is utilized as open/recreational space it is suitable with uses under its existing classification. Changing the property's classification to the Conservation/Recreation Zoning District will ensure that it will continue to be utilized in a similar manner.
4. **Consistency with the trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification;**  
The property is currently zoned for single family residential under DuPage County. There are no known changes taking place under its present zoning classification. The existing open space/recreational use is compatible with both the existing and proposed zoning classifications.
5. **The compatibility of the surrounding property with the permitted uses listed in the proposed zoning classification;**  
The surrounding properties are residential. The proposed classification of Conservation/Recreation is keeping with the intent of the Comprehensive Plan. As the use of the subject property is not changing, there are no changes expected in the compatibility of the subject property and the abutting residential uses.
6. **The objectives of the current Comprehensive Plan for the Village of Lombard and the impact of the proposed amendment of the said objectives;**



# Forest Preserve District of DuPage County

3 S. 580 Naperville Road • Wheaton, IL 60187-8761 • 630.933.7200 • Fax 630.933.7207



June 7, 2005

Chairman and Members of the Plan Commission  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, Illinois 60148

Re: Public Hearing Notice on Western Acres Golf Course Property  
Case PC 05-01

Dear Chairman & Plan Commission Members:

The Forest Preserve District of DuPage County recently received notice of the proposed annexation of the Western Acres Golf Course property. We appreciate receiving timely notification of such projects that may have an impact on our nearby property, and thank you for the opportunity to comment.

District Staff has reviewed the public hearing notice and the proposed annexation/property use, and does not have any comments at this time. We hope you will allow us the opportunity to review and comment on any major revisions that may be proposed as this annexation moves forward.

Please call me at 933-7684 if you have any questions.

Sincerely,

Marcia Thomas  
Land Acquisition Specialist

cc: Karen Zilly, Director of Land Preservation



# Butterfield Park District

21 W 730 Butterfield Road Lombard, Illinois 60148 (630) 858-2229 Fax: (630) 858-2234

Board of  
Commissioners

Bob Rettger,  
President

Michael Kryger,  
Vice President

Larry Montgomery,  
Treasurer

Lisa Saunderson,  
Secretary

Sandra Cosenza,  
Deputy Secretary

Director  
Michael Hixenbaugh

Recreation Supervisor

Office Manager  
Sue Stanis

Finance Manager  
Dayna Heitz

Maintenance Manager  
Jim Connolly

Attorney  
David Freeman

July 18, 2005

Planning Commission  
C/o Department of Community Development  
255 East Wilson Avenue  
Lombard, IL 60148

Dear Planning Commission Board:

The Butterfield Park District does not have an objection to the voluntary annexation of the Western Acres Golf Course into the Village of Lombard. In addition, through communications with the Lombard Park District and the Lombard Community Development office we understand the following to be true about the personal wireless facility monopole:

- 1) That the location of the pole will not be near the Western Acres maintenance garage facility as previously proposed.
- 2) That the likely location would be near the club house or the golf course pump station, though this has not been decided.
- 3) That the size of the pole will remain the same as the original permit which is 75 feet.

If any of these items change in the future we request that we have an opportunity to assess the impact they may have on the operation of the Butterfield Park District. Of particular interest are the Recreation & Aquatic Center, Preschool, and Green Briar Park, which are located near the golf course.

Respectfully,

Michael A. Hixenbaugh  
Director of Parks & Recreation

Recreation &  
Aquatic Center  
21W730  
Butterfield Road  
Lombard, IL 60148  
www.butterfieldpd.com

**ORDINANCE \_\_\_\_\_**

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

(PC 05-01: 21 W 680 Butterfield Road)  
(Western Acres Golf Course)

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

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property located at 21 W 680 Butterfield Road, Lombard, Illinois to be entered into; and,

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

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

WHEREAS, the statutory procedures provided in 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 August 18, 2005.

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 21 W 680 Butterfield Road, Lombard, Illinois containing 102.16 acres more or less and legally described as follows:

Ordinance No. \_\_\_\_\_

Re: PC 05-01

Page 2

PARCEL 1: THE EASTERLY 50.0 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF, OF LOT 412 AND ALL OF LOT 413 IN BUTTERFIELD WEST UNIT NO. 4, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1966 AS DOCUMENT R66-43428 AND CERTIFICATE OF CORRECTION FILED MAY 4, 1976 AS DOCUMENT R67-13522, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: PARCELS 1, 5, AND 6 IN BUTTERFIELD ASSESSMENT PLAT OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1963 AS DOCUMENT R64-25908, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOT 412 IN BUTTERFIELD WEST UNIT NO. 4, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1966 AS DOCUMENT R66-43428 IN DUPAGE COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 412, WITH A LINE 50 FEET PERPENDICULARLY DISTANT WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 412; THENCE NORTHWESTERLY ON SAID PARALLEL LINE, A DISTANCE OF 270.0 FEET; THENCE SOUTHWESTERLY ON THEN A LINE FORMING AN ANGLE OF 33 DEGREES, 26 MINUTES, 06 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE, A DISTANCE OF 142.23 FEET TO A POINT ON A CURVED LINE CONVEXED TO THE SOUTHEAST; THENCE ALONG THE CURVED LINE BEING TANGENT TO THE LAST DESCRIBED COURSE, CONVEXED TO THE SOUTHEAST, HAVING A RADIUS OF 290.74 FEET, AN ARC DISTANCE OF 234.55 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 412, WHICH POINT IS 270.0 FEET AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 412 FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF LOT 412 TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: LOT 1 IN GLEN BRIAR GOLF COURSE, BEING A PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-25-110-002, 003, 005, & 007; 05-25-203-001 & 002; 05-25-111-001, 05-25-111-001, 05-25-300-004

Ordinance No. \_\_\_\_\_  
Re: PC 05-01  
Page 3

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed on first reading this \_\_\_\_ day of \_\_\_\_\_, 2005.

First reading waived by action of the Board of Trustees this \_\_\_\_ day of \_\_\_\_\_, 2005.

Passed on second reading this \_\_\_\_ day of \_\_\_\_\_, 2005.

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

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

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2005.

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

ATTEST:

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

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Space above reserved for Recorder's use

**ANNEXATION AGREEMENT DATED \_\_\_\_\_, 2005  
BETWEEN THE LOMBARD PARK DISTRICT  
AND THE VILLAGE OF LOMBARD FOR  
21W680 BUTTERFIELD, LOMBARD, IL**

Parcel No.: 05-25-110-002,003,005 and 007;  
05-25-111-001;  
05-25-203-001 and 002;  
05-25-300-004

**AFTER RECORDING RETURN TO:**

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

**ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Village of Lombard, a municipal corporation (“VILLAGE”) and the LOMBARD PARK DISTRICT (hereinafter referred to as “OWNER”);

**WITNESSETH:**

WHEREAS, the OWNER is the record owner of the property legally described in EXHIBIT A, attached hereto and made a part hereof (the “SUBJECT PROPERTY”); and

WHEREAS, the SUBJECT PROPERTY is not annexed to the VILLAGE or any other municipal corporation; and

WHEREAS, the OWNER is desirous of annexing the SUBJECT PROPERTY, which is not currently within the corporate limits of the VILLAGE, to the VILLAGE; and

WHEREAS, the OWNER is proceeding before the appropriate authorities of the VILLAGE to obtain annexation, map amendment and zoning approvals for the SUBJECT PROPERTY as set forth in this Agreement in order to facilitate the continued use of the SUBJECT PROPERTY; and

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

WHEREAS, the SUBJECT PROPERTY consists of approximately 102.16 acres of land; and



WHEREAS, there are no electors residing on the SUBJECT PROPERTY; and

WHEREAS, all owner(s) of record of the SUBJECT PROPERTY have signed a Petition for Annexation of the SUBJECT PROPERTY to the VILLAGE (the "Annexation Petition"); and

WHEREAS, an application has heretofore been filed with the Village Clerk for annexation and 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 \_\_\_\_\_, 2005, for the purpose of considering whether the SUBJECT PROPERTY should be rezoned, upon the annexation of the SUBJECT PROPERTY, from the R-1 Single-Family Residential District to the C/R Conservation/Recreation District, with a conditional use for planned development with the necessary use exception for the right to construct a cellular telecommunications monopole on the SUBJECT PROPERTY, as set forth herein, and with a variation for existing signage on the premises; and

WHEREAS, the Plan Commission has submitted to the Corporate Authorities of the VILLAGE (the "Corporate Authorities") their findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing on this Agreement has been held by the Corporate Authorities on the \_\_\_\_ day of \_\_\_\_\_, 2005; 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, conditional uses, exceptions to and variations from and classifications under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code - hereinafter referred to as the "Zoning Ordinance"), the Lombard Sign Ordinance (Chapter 153 of the Lombard Village Code - hereinafter referred to as the "Sign Ordinance"), and the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code - hereinafter referred to as the "Subdivision Ordinance"), such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

WHEREAS, the Corporate Authorities of the VILLAGE and the OWNER deem it to the mutual advantage of the parties and in the public interest that the SUBJECT PROPERTY be annexed to and developed as a part of the VILLAGE, as hereinafter provided; and

WHEREAS, the annexation 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 OWNER desires to have the entire SUBJECT PROPERTY rezoned to the C/R Conservation/Recreation District, with the conditional use, exception and variations noted above;

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

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

2. **Development of SUBJECT PROPERTY:** The VILLAGE and OWNER agree that the SUBJECT PROPERTY shall be used and/or redeveloped in accordance with the VILLAGE'S codes and ordinances, 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 VILLAGE and the OWNER shall cause the annexation of the SUBJECT PROPERTY to occur 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 R1 Single Family Residence District to the C/R Conservation/Recreation Zoning District under the Zoning Ordinance, grant a conditional use for a planned development with the necessary use exception for the right to construct a telecommunications monopole and grant a variation from the Sign Ordinance to allow for two (2) free standing signs on the SUBJECT PROPERTY, subject to the conditions listed in EXHIBIT B attached hereto.

5. **Site Plan Approval:** OWNER intends to continue to operate the SUBJECT PROPERTY as a golf course in accordance with the existing conditions survey attached hereto as EXHIBIT C and prepared by Wight & Company DG/SH, Ltd. (the "Site Plan"), which Site Plan is hereby incorporated by reference as the same shall be approved by the VILLAGE (with any modifications thereto).

6. **Water Utilities:** The VILLAGE agrees that the OWNER shall not be required to connect to a public watermain system until such time as one of the following events occurs:

- A. Any well providing potable water on the SUBJECT PROPERTY fails;
- B. The ownership of the SUBJECT PROPERTY changes;
- C. The SUBJECT PROPERTY is subdivided into more than one buildable lot of record, or
- D. Termination of the Agreement

Upon occurrence of any of the foregoing events, the OWNER shall connect the SUBJECT PROPERTY to a public watermain within ninety (90) days after receiving a notice from the VILLAGE to do so. OWNER, at its own expense, shall then install and/or maintain a water service line to the SUBJECT PROPERTY in accordance with the lawful regulations of the VILLAGE, the Village's Subdivision Ordinance, or as modified by any final engineering plans hereafter approved by the VILLAGE or the respective public water provider for the SUBJECT PROPERTY. OWNER shall grant or dedicate all easements required by the public water provider or the VILLAGE for the construction of the necessary watermain serving the SUBJECT PROPERTY. OWNER further agrees to pay the VILLAGE or the respective public water provider for any future tap-on, connection, and service fees imposed upon the SUBJECT PROPERTY.

7. **Sanitary Sewer Facilities:** The SUBJECT PROPERTY is located within the Facilities Planning Area ("FPA") of the Glenbard Waste Water Authority (the "AUTHORITY") and is not currently connected to nor served by a sanitary sewer service system provided by the AUTHORITY.

The VILLAGE agrees that the OWNER shall not be required to connect to a public sanitary sewer system until such time as one of the following events occurs:

- A. The septic system on the SUBJECT PROPERTY fails;
- B. The ownership of the SUBJECT PROPERTY changes;
- C. The SUBJECT PROPERTY is subdivided into more than one buildable lot of record, or
- D. Termination of the Agreement.

Upon occurrence of any of the foregoing events, the OWNER shall connect the SUBJECT PROPERTY to the AUTHORITY'S sanitary sewer within ninety (90) days after receiving a notice from the Village to do so. OWNER, at its own expense, shall then install and/or maintain sanitary sewer service to the SUBJECT PROPERTY in accordance with the lawful regulations of the SANITARY DISTRICT, the Village's Subdivision Ordinance, or as modified by any final engineering plans hereafter approved by the VILLAGE or the SANITARY DISTRICT for the

SUBJECT PROPERTY. OWNER shall grant or dedicate all easements required by the SANITARY DISTRICT or the VILLAGE for the construction of the necessary sanitary sewers serving the SUBJECT PROPERTY. OWNER further agrees to pay the SANITARY DISTRICT for any future tap-on, connection, and service fees imposed upon the SUBJECT PROPERTY by the DISTRICT.

8. **Storm Drainage Facilities:** The OWNER shall not be required to provide storm drainage facilities for any existing structures on the SUBJECT PROPERTY. Any future modifications or reconstruction of any buildings, structures and/or parking lot improvements shall be subject to the stormwater management requirements set forth in Chapter 151 of the Village Code.

9. **Easements:** OWNER shall provide or obtain all easements, both on-site and off-site (if applicable), which are necessary or appropriate to enable the SUBJECT PROPERTY to be properly drained and to receive water, sanitary sewer, electric, telephone, gas, and cable television service, with the VILLAGE being named a grantee in all said easements along with the applicable utility companies and cable television operator. The location for all public improvements shall be as approved by the VILLAGE.

10. **Contributions:** As a local governmental entity, the OWNER shall have no obligation to make any contribution, in cash or in land, to any school district, park district or library district provided the SUBJECT PROPERTY is operated in substantial conformity with this Agreement. The foregoing provision shall not eliminate or reduce OWNER's obligation to pay other fees and charges applicable to the SUBJECT PROPERTY pursuant to VILLAGE ordinances. Furthermore, in consideration of the voluntary nature of the annexation, the VILLAGE agrees to waive all public hearing fees associated with the annexation and zoning of the SUBJECT PROPERTY.

11. **Non-Conforming Provisions:** Upon approval of this Agreement, the VILLAGE recognizes that the existing use of the SUBJECT PROPERTY (i.e., a golf course) constitutes a permitted use within the C/R Conservation/Recreation District as expressed in Section 155.404

(B)(3) of the Zoning Ordinance. Nothing in this Agreement shall be construed so as to grant zoning relief or any other relief from the Village Code for any existing uses or structures on the SUBJECT PROPERTY, other than that noted in Section 4 above. The VILLAGE agrees that any legally permitted and constructed buildings or structures on the SUBJECT PROPERTY shall be recognized by the VILLAGE as legal conforming buildings and structures if constructed in compliance with the codes and ordinances of the VILLAGE, or as legal non-conforming buildings and structures if not currently in compliance with the codes and ordinances of the VILLAGE. However, any expansion, alteration, reconstruction or repair of any such buildings or structures, or any change of land use on the SUBJECT PROPERTY, shall conform to all existing provisions of the Village Code.

**12. Dedication of Public Improvements:** Following the annexation of the SUBJECT PROPERTY to the VILLAGE, and after OWNER has completed all required public improvements, if any, in accordance with applicable provisions of the Subdivision Ordinance, as varied by this Agreement, and after said public improvements have been inspected and approved by the Village Engineer, the VILLAGE shall accept said public improvements subject to the two (2) year maintenance provisions of the Subdivision Ordinance.. Notwithstanding this Section, stormwater drainage facilities and detention areas located within the SUBJECT PROPERTY shall remain owned by and maintained by the OWNER, and any subsequent owner(s). The acceptance of said public improvements by the VILLAGE shall not be a condition precedent to the issuance of any building or occupancy permit requested of the VILLAGE for the SUBJECT PROPERTY.

**13. Fire District:** It is the VILLAGE'S and OWNER'S intent that, by operation of law and in accordance with Illinois Compiled Statutes, Chapter 70, Section 705/20, the SUBJECT PROPERTY shall, upon its annexation to the VILLAGE, 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 OWNER in said disconnection. The OWNER and/or the successor OWNER of any lot platted within the SUBJECT PROPERTY shall be responsible for the disconnection and shall reimburse the VILLAGE for any funds expended by the VILLAGE, including, but not limited to any payments required by 70 ILCS 705/20(e), and any legal fees and litigation costs, relative thereto. The VILLAGE shall provide notice to the fire protection district in the manner required by law.

14. **Telecommunications Facilities:** In consideration of the annexation request by the VILLAGE, the OWNER shall be granted the right to construct a telecommunications monopole on the SUBJECT PROPERTY. The OWNER shall locate the monopole within the designated area on the SUBJECT PROPERTY as depicted on EXHIBIT D attached hereto.

15. **Reserved.**

16. **General Provisions:**

A. **Notices:** Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed facsimile transmission provided a hard copy of such notice is deposited in the regular mail addressed to the recipient within twenty-four (24) hours following the facsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

(1) If to the VILLAGE or  
Corporate Authorities:

President and Board of Trustees  
VILLAGE OF LOMBARD  
255 East Wilson Avenue  
Lombard, Illinois 60148  
Phone: (630) 620-5700  
Fax: (630) 620-8222

With a copy to:

(a) Village Manager

VILLAGE OF LOMBARD

255 East Wilson Avenue

Lombard, Illinois 60148

Phone: (630) 620-5700

Fax: (630) 620-8222

- (b) Director of Community Development

VILLAGE OF LOMBARD

255 East Wilson Avenue

Lombard, Illinois 60148

Phone: (630) 620-5700

Fax: (630) 620-8222

- (c) Thomas P. Bayer

KLEIN, THORPE AND JENKINS, LTD.

20 N. Wacker Drive, Suite 1660

Chicago, Illinois 60606

Phone: (312) 984-6400

Fax: (312) 984-6444

- (2) If to OWNER:

Executive Director

Lombard Park District

227 W. Parkside Drive

Lombard, IL 60148

With a copy to:

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

B. Continuity of Obligations:

(1) This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, grantees, lessees, and upon any successor municipal authorities of the VILLAGE and successor municipalities. Upon the conveyance of any of OWNER's interest in any portion of the SUBJECT PROPERTY or its rights and obligations under this Agreement to the other or a third party ("Transferee"), the rights and obligations of OWNER pertaining to such portion of the SUBJECT PROPERTY or rights and obligations hereunder, shall be deemed assigned to and assumed by such Transferee, and OWNER shall thereupon be released and discharged by the VILLAGE from any further obligation pertaining to such identified rights and duties. Subject to the provisions of this Section 16B, the Transferee shall thereupon be entitled to exercise all rights and authorities and shall perform all duties and obligations of OWNER pertaining to such portion of the SUBJECT PROPERTY.

Upon the condition that the requirements of this subsection have been met, this Agreement shall inure to the benefit of and shall be binding upon OWNER's Transferees, and shall be binding upon the VILLAGE and the successor Corporate Authorities of the VILLAGE. In the event that the requirements of this subsection have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of OWNER's Transferees until such time as OWNER has given the VILLAGE the notice required by this subsection 16B.

In the event of any sale or conveyance by OWNER of the SUBJECT PROPERTY or any portion thereof, OWNER shall notify the VILLAGE in writing, within ten (10) working days after the closing of such sale or conveyance, of any and all Transferees to all or any portion of the SUBJECT PROPERTY. Such written notice shall include identification of the name(s) of such Transferee(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance of real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection 16B.

- 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 provided in subsection 16U below.
- D. Remedies: The VILLAGE and OWNER, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to any party to such default, or such longer period as may be reasonable under the circumstances, 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 or other equitable or legal remedy plus the right to recover from the defaulting party the expenses of said litigation including, but not limited to, reasonable attorneys' fees. 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. Controlling Effect: All provisions, conditions and regulations as set forth in this Agreement and the documents or plans to which it refers shall supersede all VILLAGE ordinances, codes and regulations (other than those which relate to environmental, fire and police protection) that are in conflict with the Agreement, if any, as they may apply to the SUBJECT PROEPRTY. For this reason, the corporate authorities of the VILLAGE shall adopt such ordinances as may be necessary to implement the terms and provisions of this Agreement.
  
- F. Mutual Assistance: The parties hereto agree to take such actions, including the approval, execution and delivery of documents and instruments, and in the VILLAGE'S case the adoption of ordinances and resolutions, as may be necessary or appropriate from time to time, to carry out the terms, provisions and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions and intent.
  
- G. Conveyances: Nothing contained in this Agreement shall be construed to restrict or limit the right of OWNER to sell or convey all or any portion of the SUBJECT PROPERTY, whether improved or unimproved, except as otherwise specifically set forth herein.
  
- H. Disconnection: The VILLAGE agrees, during the term of this Agreement, that it will take no action to disconnect the SUBJECT PROPERTY from the VILLAGE without the mutual consent of the OWNER and the VILLAGE.
  
- I. 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.

J. 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.

K. Reimbursement of VILLAGE for Legal and Other Fees and Expenses:

(1) To Effective Date of Agreement: OWNER, concurrently with the approval of this Agreement, shall reimburse the VILLAGE for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the SUBJECT PROPERTY:

(a) the costs incurred by the VILLAGE for engineering services, if any;

(b) all reasonable attorneys' fees incurred by the VILLAGE in connection with the preparation and review of this Annexation Agreement and the zoning of the SUBJECT PROPERTY; and

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

(2) From and After Effective Date of Agreement: Except as provided in this subsection, upon demand by the VILLAGE made by and through its President, OWNER from time to time shall promptly reimburse the VILLAGE for all reasonable expenses and costs incurred by the VILLAGE in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket

expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of public improvements, and the review by VILLAGE consultants of plans and materials submitted by OWNER.

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

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

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

- (a) OWNER shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE.

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

(c) In the event the VILLAGE institutes legal proceedings against OWNER for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against OWNER all expenses of such legal proceedings incurred by VILLAGE, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the VILLAGE in connection therewith (and any appeal thereof). OWNER may, in its sole discretion, appeal any such judgment rendered in favor of the VILLAGE against OWNER.

L. 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.

- M. Village Approval or Direction: Where VILLAGE approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the VILLAGE unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.
- N. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the VILLAGE at the expense of the OWNER.
- O. Authorization to Execute: The President and Secretary of OWNER executing this Agreement warrant that they have been lawfully authorized by OWNER's Board of Commissioners to execute this Agreement on behalf of said OWNER. The President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the VILLAGE Board to execute this Agreement. The OWNER and VILLAGE shall deliver to each other upon request copies of all bylaws, joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.
- P. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the OWNER and the VILLAGE relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition

to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

- Q. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.
  
- R. Conflict Between the Text and Exhibits: In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of this Agreement shall control and govern.
  
- S. 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.
  
- T. 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.
  
- U. 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.
  
- V. 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, an Illinois  
Municipal corporation

---

William J. Mueller  
Village President

---

Brigitte O'Brien  
Village Clerk

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

OWNER: LOMBARD PARK DISTRICT

ATTEST:

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

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

Title: President

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

ACKNOWLEDGMENTS

STATE OF ILLINOIS    )  
  ) SS  
COUNTY OF DUPAGE  )

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

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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

\_\_\_\_\_

Notary Public

STATE OF DUPAGE )  
 ) SS  
COUNTY OF ILLINOIS )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the \_\_\_\_\_ and \_\_\_\_\_, are personally known to me to be the President and Secretary of the Lombard Park District and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, and that they appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument, consenting to its recordation, pursuant to authority given by said Park District as their free and voluntary act, and as the free and voluntary act and deed of said Park District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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

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

STATE OF ILLINOIS    )  
  ) SS  
COUNTY OF DUPAGE    )

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

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2005

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

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

SCHEDULE OF EXHIBITS

- EXHIBIT A: Legal Description of SUBJECT PROPERTY  
EXHIBIT B: Conditions of Approval as Adopted by the VILLAGE  
EXHIBIT C: Site Plan for the SUBJECT PROPERTY  
EXHIBIT D: Monopole Plan for the SUBJECT PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1: THE EASTERLY 50.0 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF, OF LOT 412 AND ALL OF LOT 413 IN BUTTERFIELD WEST UNIT NO. 4, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1966 AS DOCUMENT R66-43428 AND CERTIFICATE OF CORRECTION FILED MAY 4, 1976 AS DOCUMENT R67-13522, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: PARCELS 1, 5, AND 6 IN BUTTERFIELD ASSESSMENT PLAT OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1963 AS DOCUMENT R64-25908, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOT 412 IN BUTTERFIELD WEST UNIT NO. 4, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1966 AS DOCUMENT R66-43428 IN DUPAGE COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 412, WITH A LINE 50 FEET PERPENDICULARLY DISTANT WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 412; THENCE NORTHWESTERLY ON SAID PARALLEL LINE, A DISTANCE OF 270.0 FEET; THENCE SOUTHWESTERLY ON THEN A LINE FORMING AN ANGLE OF 33 DEGREES, 26 MINUTES, 06 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE, A DISTANCE OF 142.23 FEET TO A POINT ON A CURVED LINE CONVEXED TO THE SOUTHEAST; THENCE ALONG THE CURVED LINE BEING TANGENT TO THE LAST DESCRIBED COURSE, CONVEXED TO THE SOUTHEAST, HAVING A RADIUS OF 290.74 FEET, AN ARC DISTANCE OF 234.55 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 412, WHICH POINT IS 270.0 FEET AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 412 FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF LOT 412 TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: LOT 1 IN GLEN BRIAR GOLF COURSE, BEING A PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

CONDITIONS OF APPROVAL AS ADOPTED BY THE VILLAGE

1. That the petitioner shall enter into an annexation agreement with the Village setting forth the terms and conditions of the annexation of the subject property.



EXHIBIT C  
SITE PLAN FOR THE SUBJECT PROPERTY

EXHIBIT D

MONOPOLE PLAN FOR THE SUBJECT PROPERTY

**ORDINANCE \_\_\_\_\_**

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

(PC 05-01: 21 W 680 Butterfield Road)  
(Western Acres Golf Course)

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

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

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

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

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

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

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

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located generally at 21 W 680 Butterfield Road, Lombard, Illinois containing 102.16 acres more or less and legally described as follows:

PARCEL 1: THE EASTERLY 50.0 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF, OF LOT 412 AND ALL OF LOT 413 IN BUTTERFIELD WEST UNIT NO. 4, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1966 AS DOCUMENT R66-43428 AND CERTIFICATE OF CORRECTION FILED MAY 4, 1976 AS DOCUMENT R67-13522, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: PARCELS 1, 5, AND 6 IN BUTTERFIELD ASSESSMENT PLAT OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1963 AS DOCUMENT R64-25908, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOT 412 IN BUTTERFIELD WEST UNIT NO. 4, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1966 AS DOCUMENT R66-43428 IN DUPAGE COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 412, WITH A LINE 50 FEET PERPENDICULARLY DISTANT WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 412; THENCE NORTHWESTERLY ON SAID PARALLEL LINE, A DISTANCE OF 270.0 FEET; THENCE SOUTHWESTERLY ON THEN A LINE FORMING AN ANGLE OF 33 DEGREES, 26 MINUTES, 06 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE, A DISTANCE OF 142.23 FEET TO A POINT ON A CURVED LINE CONVEXED TO THE SOUTHEAST; THENCE ALONG THE CURVED LINE BEING TANGENT TO THE LAST DESCRIBED COURSE, CONVEXED TO THE SOUTHEAST, HAVING A RADIUS OF 290.74 FEET, AN ARC DISTANCE OF 234.55 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 412, WHICH POINT IS 270.0 FEET AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 412 FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF LOT 412 TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: LOT 1 IN GLEN BRIAR GOLF COURSE, BEING A PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Ordinance No. \_\_\_\_\_  
Re: PC 05-01  
Page 3

PIN: 05-25-110-002, 003, 005, & 007; 05-25-203-001 & 002; 05-25-111-001, 05-25-111-001, 05-25-300-004

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

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

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

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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

ATTEST:

Ordinance No. \_\_\_\_\_

Re: PC 05-01

Page 4

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Brigitte O'Brien, Village Clerk

ORDINANCE \_\_\_\_\_

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

(PC 05-01: 21 W 680 Butterfield Road)  
(Western Acres Golf Course)

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

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

WHEREAS, 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 CR Conservation/Recreation District; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on July 18, 2005, 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 CR Conservation/Recreation District.

SECTION 2: The map amendment is limited and restricted to the property located at 21 W 680 Butterfield Road, Lombard, Illinois, and legally described as follows:

PARCEL 1: THE EASTERLY 50.0 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF, OF LOT 412 AND ALL OF LOT 413 IN BUTTERFIELD WEST UNIT NO. 4, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1966 AS DOCUMENT R66-43428 AND CERTIFICATE OF CORRECTION FILED MAY 4, 1976 AS DOCUMENT R67-13522, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: PARCELS 1, 5, AND 6 IN BUTTERFIELD ASSESSMENT PLAT OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1963 AS DOCUMENT R64-25908, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOT 412 IN BUTTERFIELD WEST UNIT NO. 4, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1966 AS DOCUMENT R66-43428 IN DUPAGE COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 412, WITH A LINE 50 FEET PERPENDICULARLY DISTANT WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 412; THENCE NORTHWESTERLY ON SAID PARALLEL LINE, A DISTANCE OF 270.0 FEET; THENCE SOUTHWESTERLY ON THEN A LINE FORMING AN ANGLE OF 33 DEGREES, 26 MINUTES, 06 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE, A DISTANCE OF 142.23 FEET TO A POINT ON A CURVED LINE CONVEXED TO THE SOUTHEAST; THENCE ALONG THE CURVED LINE BEING TANGENT TO THE LAST DESCRIBED COURSE, CONVEXED TO THE SOUTHEAST, HAVING A RADIUS OF 290.74 FEET, AN ARC DISTANCE OF 234.55 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 412, WHICH POINT IS 270.0 FEET AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 412 FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF LOT 412 TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: LOT 1 IN GLEN BRIAR GOLF COURSE, BEING A PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-25-110-002, 003, 005, & 007; 05-25-203-001 & 002; 05-25-111-001, 05-25-111-001, 05-25-300-004



Ordinance No. \_\_\_\_\_  
Re: PC 05-01 Map Amendment  
Page 3

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 \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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

Passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

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

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING A CONDITIONAL USE FOR A PLANNED  
DEVELOPMENT WITH DEVIATION FROM THE LOMBARD SIGN  
ORDINANCE IN A CR  
CONSERVATION/RECREATION DISTRICT**

(PC 05-01: 21 W 680 Butterfield Road)  
(Western Acres Golf Course)

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 CR Conservation/Recreation District; and,

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on July 18, 2005 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 a deviation from Section 153.501(b)(2)(d) of the Sign Ordinance to allow for two existing free-standing signs on the subject property, where one (1) sign is permitted.

Ordinance No. \_\_\_\_\_  
Re: PC 05-01  
Page 2

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

SECTION 2: That this ordinance is limited and restricted to the property generally located at 21 W 680 Butterfield Road , Lombard, Illinois and legally described as follows:

PARCEL 1: THE EASTERLY 50.0 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF, OF LOT 412 AND ALL OF LOT 413 IN BUTTERFIELD WEST UNIT NO. 4, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1966 AS DOCUMENT R66-43428 AND CERTIFICATE OF CORRECTION FILED MAY 4, 1976 AS DOCUMENT R67-13522, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: PARCELS 1, 5, AND 6 IN BUTTERFIELD ASSESSMENT PLAT OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1963 AS DOCUMENT R64-25908, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOT 412 IN BUTTERFIELD WEST UNIT NO. 4, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1966 AS DOCUMENT R66-43428 IN DUPAGE COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 412, WITH A LINE 50 FEET PERPENDICULARLY DISTANT WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 412; THENCE NORTHWESTERLY ON SAID PARALLEL LINE, A DISTANCE OF 270.0 FEET; THENCE SOUTHWESTERLY ON THEN A LINE FORMING AN ANGLE OF 33 DEGREES, 26 MINUTES, 06 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE, A DISTANCE OF 142.23 FEET TO A POINT ON A CURVED LINE CONVEXED TO THE SOUTHEAST; THENCE ALONG THE CURVED LINE BEING TANGENT TO THE LAST DESCRIBED COURSE, CONVEXED TO THE SOUTHEAST, HAVING A RADIUS OF 290.74 FEET, AN ARC DISTANCE OF 234.55 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 412, WHICH POINT IS 270.0 FEET AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 412 FROM THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID

Ordinance No. \_\_\_\_\_  
Re: PC 05-01  
Page 3

SOUTHERLY LINE OF LOT 412 TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: LOT 1 IN GLEN BRIAR GOLF COURSE, BEING A PART OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-25-110-002, 003, 005, & 007; 05-25-203-001 & 002; 05-25-111-001, 05-25-111-001, 05-25-300-004

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 enter into an annexation agreement with the Village setting forth the terms and conditions of the annexation of the subject property.

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

Passed on first reading this \_\_\_\_ day of \_\_\_\_\_, 2005.

First reading waived by action of the Board of Trustees this \_\_\_\_ day of \_\_\_\_\_, 2005.

Passed on second reading this \_\_\_\_ day of \_\_\_\_\_, 2005.

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

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

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

Approved this \_\_\_\_\_, day of \_\_\_\_\_, 2005.

\_\_\_\_\_

Ordinance No. \_\_\_\_\_  
Re: PC 05-01  
Page 4

William J. Mueller, Village President

ATTEST:

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