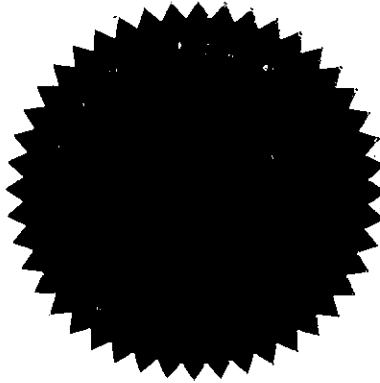


PUBLISHED IN PAMPHLET FORM THIS 21<sup>st</sup> DAY OF AUGUST 2001 BY ORDER  
OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE  
COUNTY, ILLINOIS.

Suzan L. Kramer  
Village Clerk

*Suzan L. Kramer*



ANNEXATION AGREEMENT  
ANNEXING CERTAIN TERRITORY  
PLAT OF SUBDIVISION WITH VARIATIONS REGARDING  
ZONING TO REDUCE THE MINIMUM LOT WIDTH REQUIREMENT  
1 N. 558 COLUMBINE-FIRESIDE COLUMBINE RESUBDIVISION

FRONT OF PAMPHLET

PAMPHLET

ORDINANCE  
5003  
5004  
5005

**ORDINANCE NO. 5005**

**AN ORDINANCE APPROVING A MINOR PLAT OF SUBDIVISION  
AND GRANTING VARIATIONS PURSUANT TO  
TITLE 15, CHAPTER 155, SECTION 405 OF THE LOMBARD  
ZONING ORDINANCE**

(PC 01-11: 1 N. 558 Columbine, Lombard, Illinois – Fireside Columbine Resubdivision)

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, the subject property is zoned R1 Single Family Residence District;

and,

WHEREAS, an application has been filed requesting approval of a Minor Plat of Subdivision with variations to the Zoning Ordinance to reduce the minimum lot width requirement on the property described in Section 2 below,

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on July 16, 2001 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 variation 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 approval of a Minor Plat of Subdivision with variations is hereby granted for the property described in Section 2 below from Title 15, Chapter 155, Section 405(B) of the Village of Lombard Zoning Ordinance so as to allow for a reduction in the required minimum lot width from seventy-five feet (75') to sixty-six (66) feet.

SECTION 2: That this ordinance is limited and restricted to the property generally located at 1 N. 558 Columbine (also known as Illinois Route 53), Lombard, Illinois and legally described as follows:

PART OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE NORTH EAST CORNER OF SAID SECTION 1 AND RUNNING THENCE SOUTH 2 DEGREES 0 MINUTES WEST ALONG THE TOWNSHIP LINE 1,530.93 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 2 DEGREES 0 MINUTES WEST 331.17 FEET; THENCE NORTH 2 DEGREES 0 MINUTES EAST PARALLEL WITH THE TOWNSHIP LINE 132 FEET; THENCE NORTH 87 DEGREES 10 MINUTES EAST 331.17 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Number: 05-01-204-025

SECTION 3: This ordinance shall be granted subject to compliance with the following conditions:

1. The petitioner shall apply for and receive requisite building permits for all construction activity proposed within the subdivision. The petitioner shall meet all applicable building codes and submit all architectural, structural, and mechanical plans as required for permit.
2. In lieu of constructing parkway improvements, a cash contribution shall be remitted for later construction of the proposed sidewalk and parkway trees as part of the forthcoming Illinois Route 53 project.

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 \_\_\_\_\_, 2001.

First reading waived by action of the Board of Trustees this 16th day of August \_\_\_\_\_, 2001.

Passed on second reading this 16th day of August \_\_\_\_\_, 2001.

Ayes: Trustees Destephano, Tross, Koenig, Sebby, Florey, Soderstrom

Ordinance No. 5005

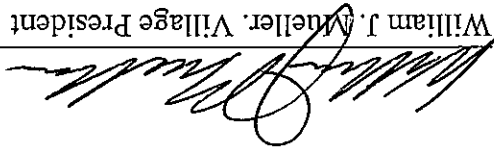
Re: PC 01-11

Page 3

Nayes: None

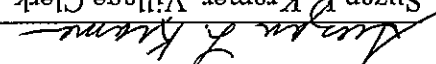
Absent: None

Approved this 16th day of August, 2001.

  
William J. Mueller, Village President

ATTEST:

Suzan E. Kramer, Village Clerk



PART OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located at 1 N. 558 Columbine Road (also known as Illinois Route 53), Lombard, Illinois containing .84 acres more or less and legally described 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).

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

WHEREAS, it is in the best interest of the Village of Lombard that said territory be annexed thereto.  
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, the said territory is not within the corporate limits of any municipality, but is contiguous to the Village of Lombard; and,

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,

(See also Ordinance No.(s) 5003, 5005 )

(PC 01-11: 1 N. 558 Columbine – Fireside Columbine Resubdivision)

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

AT THE NORTH EAST CORNER OF SAID SECTION 1 AND RUNNING THENCE SOUTH 2 DEGREES 0 MINUTES WEST ALONG THE TOWNSHIP LINE 1,530.93 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 2 DEGREES 0 MINUTES WEST 331.17 FEET; THENCE NORTH 2 DEGREES 0 MINUTES EAST PARALLEL WITH THE TOWNSHIP LINE 132 FEET; THENCE NORTH 87 DEGREES 10 MINUTES EAST 331.17 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Number: 05-01-204-025

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.

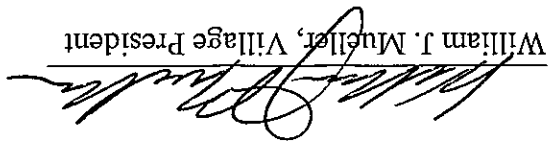
SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2001.  
First reading waived by action of the Board of Trustees this 16th day of August, 2001.

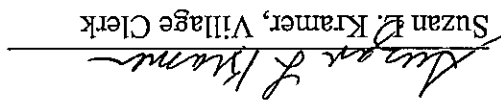
Passed on second reading this 16th day of August, 2001.

Ayes: Trustees Destephano, Tross, Koenig, Sebby, Florey, Soderstrom  
None  
Absents: None

Approved this 16th day of August, 2001.

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

ATTEST:

  
\_\_\_\_\_  
Suzan E. Kramer, Village Clerk

**ORDINANCE 5003**

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

(PC 01-11: 1 N 558 Columbine, Lombard – Fireside Columbine Resubdivision)

(See also Ordinance No.(s) 5004, 5005)

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 generally located at 1 N 558 Columbine (also known as Illinois Route 53), 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 16, 2001.

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 1 N 558 Columbine (also known as Illinois Route 53), Lombard, Illinois containing .84 acres more or less and legally described as follows:



PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE NORTH EAST CORNER OF SAID SECTION 1 AND RUNNING THENCE SOUTH 2 DEGREES 0 MINUTES WEST ALONG THE TOWNSHIP LINE 1,530.93 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 2 DEGREES 0 MINUTES WEST 331.17 FEET; THENCE NORTH 2 DEGREES 0 MINUTES EAST PARALLEL WITH THE TOWNSHIP LINE 132 FEET; THENCE NORTH 87 DEGREES 10 MINUTES EAST 331.17 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Number: 05-01-204-025

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 \_\_\_\_\_, 2001.

First reading waived by action of the Board of Trustees this 16th day of August, 2001.

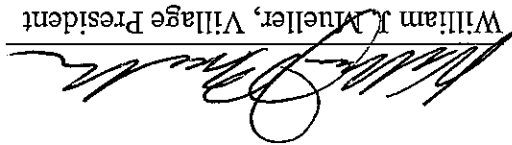
Passed on second reading this 16th day of August, 2001.

President Mueller  
Ayes: Trustees Destephano, Tross, Koenig, Sebby, Florey, Soderstrom

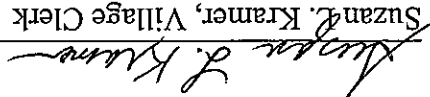
Nays: None

Absent: None

Approved this 16th day of August, 2001.

  
William J. Mueller, Village President

ATTEST:

  
Susan L. Kramer, Village Clerk

**ANNEXATION AGREEMENT FOR FIRESIDE COLUMBINE RESUBDIVISION**

**THIS AGREEMENT** made and entered into this 16th day of August, 2001,

by and between the Village of Lombard, a municipal corporation (hereinafter referred to as

"Village"); Donald Newberry

(hereinafter collectively referred to as "Owner"); and

Donald Newberry

hereinafter referred to as "Developer");

**WITNESSETH:**

**WHEREAS**, the Owner is the record owner of the property legally described in EXHIBIT

A, attached hereto and made a part hereof (hereinafter sometimes referred to as the "Subject

Property"); and

**WHEREAS**, Developer proposes to develop the Subject Property; and

**WHEREAS**, the Subject Property is adjacent to and contiguous to the existing corporate

boundaries of the Village; and

**WHEREAS**, the Village desires to annex and the Owner and Developer desire to have the

Subject Property annexed to the Village and each of the parties desires to obtain assurances from

the other as to certain provisions of the zoning and other ordinances of the Village for the Subject

August 2001

Property when the same has been annexed and to other matters covered by this Agreement for a period of twenty (20) years from and after the execution of this Agreement; and

**WHEREAS**, the Subject Property is an approximately .86 acre parcel of land and there

are            electors residing thereon; and

**WHEREAS**, all owner(s) of record of the Subject Property [, and at least 51% of the

electors residing thereon] have/has signed a Petition for Annexation of the Subject Property to the

Village, which Petition is hereinafter referred to as the "Annexation Petition"; and

**WHEREAS**, an application has heretofore been filed with the Village Clerk for Zoning of

the Subject Property; and

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

**WHEREAS**, a public hearing was held on July 16, 2001, for the purpose of considering

whether the Subject Property should be zoned R1 Single Family Residence with a variation from

Section 155.405 B of the Zoning Ordinance to reduce the minimum lot width from seventy-five

(75) feet to sixty-six (66) feet, upon its annexation, and the Plan Commission has submitted to the

Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") their

findings of fact and recommendations with respect to said application; and

**WHEREAS**, a public hearing on this Annexation Agreement ("Agreement") has been held

by the Corporate Authorities on the 16th day of August, 2001; and

**WHEREAS**, the parties wish to enter into a binding agreement with respect to the said annexation, zoning and development and for other related matters pursuant to the provisions of

Division 15.1 of Article 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, and upon the terms and conditions contained in this Agreement; and

**WHEREAS**, all public hearings and other actions required to be held or taken prior to the

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

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

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

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

**WHEREAS**, the Developer desires to have the Subject Property zoned to the R1 Single Family Residence District under the Zoning Ordinance.

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

1. **Incorporation of Recitals:** The Village, Owner and Developer agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.
2. **Development of Subject Property:** Village, Owner and Developer agree that the Subject Property shall be developed in accordance with the terms of this Agreement.
3. **Annexation:** Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, the parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village as promptly as practicable after the execution of this Agreement. The parties shall cause such annexation to be effected pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes.

4. **Zoning:** Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately zone and

classify the entire Subject Property to the R-1 Single Family Residence District with variations to the minimum lot width in an R-1 Single Family Residence District from seventy-five (75) feet to sixty-six (66) feet under the Zoning Ordinance

5. **Fees:** In consideration of the impact of the development of Subject Property on the Village, and in consideration of water mains, sanitary sewer mains and storm sewer mains

previously installed by the Village to assist in the serving of the Subject Property with water and

sewers, Owner and Developer agree to pay the following fees to the Village in connection with the annexation, zoning and development of the Subject Property.

- A. Fees in the amount of \$ NA to be paid \_\_\_\_\_.
- B. Annexation fee in the amount of \$ NA to be paid \_\_\_\_\_.
- C. Rezoning fee in the amount of \$ NA to be paid \_\_\_\_\_.
- D. Watermain recapture fee in the amount of \$ NA to be paid \_\_\_\_\_.
- E. Sanitary sewer recapture fee in the amount of \$ NA to be paid \_\_\_\_\_.
- F. Storm sewer recapture fee in the amount of \$ NA to be paid \_\_\_\_\_.
- G. Transportation Improvements fee in the amount of \$ NA to be paid \_\_\_\_\_.
- H. Glenbard Waste Water Authority fee in the amount of \$ 973.00 to be paid \_\_\_\_\_.
- I. Proportionate share of Master Utility study not to exceed \$ NA to be paid \_\_\_\_\_.

In addition to these fees, the Owner and Developer agree to pay all applicable permit

(including, but not limited to building permit) and utility connection fees as required by Village Ordinances at the time of application for the respective permits. Owner and Developer further agree that the connection charges and fees required by this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the

Subject Property.

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

7. Special Conditions: Developer and Owner shall comply with the following special conditions which shall be applicable to the development and use of the Subject Property:

A. The petitioner shall apply for and receive requisite building permits for all construction activity proposed within the subdivision. The petitioner shall meet all applicable building codes and submit all architectural, structural, and mechanical plans as required for permit.

B. In lieu of constructing parkway improvements, a cash contribution shall be remitted for later construction of the proposed sidewalk and parkway trees as part of the forthcoming Illinois Route 53 project.

8. General Provisions:

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

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

(1) If to the Village or  
Corporate Authorities:

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

With a copy to:

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

Director of Community Development  
VILLAGE OF LOMBARD  
255 East Wilson Avenue  
Lombard, Illinois 60148

Thomas P. Bayer  
KLEIN, THORPE AND JENKINS, LTD.  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606

(2) If to the Owner or Developer:

With a copy to:

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

other parties.

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

shall be binding upon Owner and/or Developer's successors in any manner in title, and shall be

binding upon the Village and the successor Corporate Authorities of the Village and any successor

municipality.

**C. Court Contest:** In the event the annexation of the Subject Property,

the classification of the Subject Property for zoning purposes or other terms of this Agreement are



challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period mentioned in subsection 8 below.

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

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

conditions of this Agreement by any party, or their successors or assigns, which default exists

uncorrected for a period of ten (10) days after written notice to any party to such default, the party

seeking to enforce said provision shall have the right of specific performance and if said party

prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed

by and between the parties hereto that the remedy of specific performance herein given shall not be

exclusive of any other remedy afforded by law to the parties, or their successor or successors in

title.

**E. Conveyances:** Nothing contained in this Agreement shall be

construed to restrict or limit the right of Owner and/or Developer to sell or convey all or any

portion of the Subject Property, whether improved or unimproved.

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

representations, warranties and recitals set forth in the preambles to this Agreement are material to

this Agreement and the parties hereby confirm and admit their truth and validity and hereby

incorporate such representations, warranties and recitals into this Agreement and the same shall

continue during the period of this Agreement.

G. Captions and Paragraph Headings: The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

H. Reimbursement of Village for Legal and Other Fees and Expenses:  
(1) To Effective Date of Agreement: The Owner and/or Developer

shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (a) the costs incurred by the Village for engineering services;
- (b) all reasonable attorneys' fees incurred by the Village in connection with this Agreement and the annexation and zoning of the Subject Property; and
- (c) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

(2) From and After Effective Date of Agreement: Except as provided in this

subsection upon demand by Village made by and through its Director of Community Development, Owner and/or Developer from time to time shall promptly reimburse Village for all reasonable expenses and costs incurred by Village in the administration of this Agreement, including

engineering fees, attorneys' fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of public improvements.

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

Notwithstanding the foregoing, Owner and Developer shall in no event be required to

reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by

Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Owner and/or Developer and/or the Village, which relate to the terms of this Agreement, then, in that

event, the Owner and/or Developer, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto, provided,

however:

(a) Owner and Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal or any adverse judgment, without the approval of the Village.

(b) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Owner and/or Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner and/or Developer shall reimburse the Village, from time to time on written demand from the Director of Community Development and notice of the amount due, for any expenses, including but not limited to

court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

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

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

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

**J. Village Approval or Direction:** Where Village approval or direction is

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

**K. Recording:** A copy of this Agreement and any amendments thereto shall

be recorded by the Village at the expense of the Owner and Developer.

**L. Authorization to Execute:** The officers of Owner and Developer

executing this Agreement warrant that they have been lawfully authorized by Owner's and

Developer's respective Boards of Directors to execute this Agreement on behalf of said Owner and

Developer. The President and Clerk of the Village hereby warrant that they have been lawfully

authorized by the Village Board of the Village to execute this Agreement. The Owner and

Developer and Village shall deliver to each other upon request copies of all bylaws, joint venture

agreements, resolutions, ordinances or other documents required to legally evidence the authority to

so execute this Agreement on behalf of the respective entities.

**M. Amendment:** This Agreement sets forth all the promises, inducements,

agreements, conditions and understandings between the Owner and Developer and the Village

relative to the subject matter thereof, and there are no promises, agreements, conditions or

understandings, either oral or written, express or implied, between them, other than are herein set

forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or

addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance

with law and reduced in writing and signed by them.

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

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

**O. Conflict Between the Text and Exhibits:** In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

**P. Definition of Village:** When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

**Q. Execution of Agreement:** This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he/she signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.

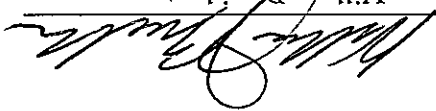
**R. Term of Agreement:** This Agreement shall be in full force and effect for a term of twenty (20) years from and after the date of execution of this Agreement.

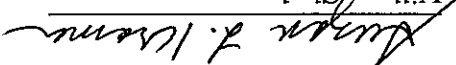
**S. Venue:** The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this

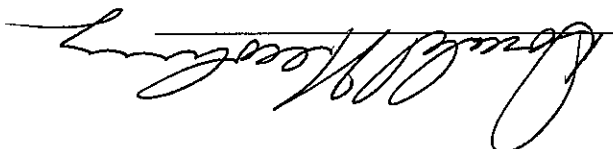
Agreement on the day and year first above written.

VILLAGE OF LOMBARD

By:   
Village President

ATTEST:  
  
Village Clerk

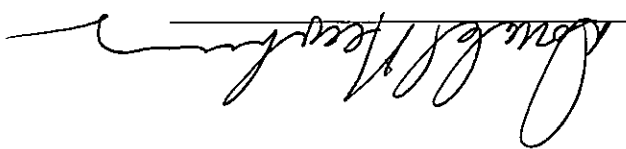
DATED: \_\_\_\_\_

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

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

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

OWNER

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

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

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

\_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
) SS )  
COUNTY OF DUPAGE )

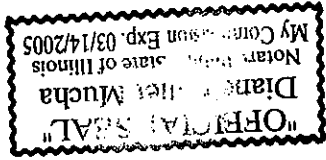
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Suzan L. Kramer, personally known to me to be the Village Clerk of said municipal corporation, and personally 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 16<sup>th</sup> day of August, 2001.

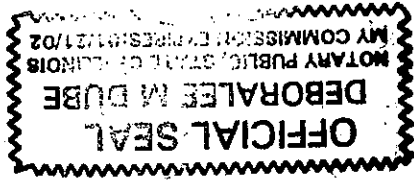
Commission expires 3/14, 2005.

Notary Public

*Dianna Miller Mucha*







Deborah M. Dube  
Notary Public

Given under my hand and seal this 8th day of August, 2001.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Donald Newberry, personally known to me to be respectively the OWNER of 1 N. 558 Columbus, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such OWNER, he signed and delivered the said instrument as OWNER of said Donald Newberry and 1 N. 558 Columbus.

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

STATE OF ILLINOIS )  
) SS )  
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO

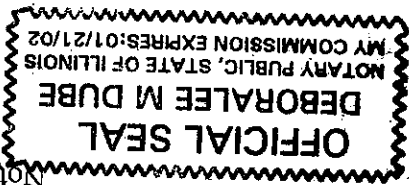
HEREBY CERTIFY that the above-named Donald Newberry and N/A are personally known to me to be the Secretary of N/A and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Donald Newberry and N/A respectively, and that they appeared before me this day in person and severally acknowledged that as such President and

Secretary they signed and delivered the said instrument, pursuant to authority given by Donald Newberry as their free and voluntary act, and as the free and voluntary act and deed of said N/A, then and there acknowledged that said Secretary as custodian of the corporate seal of said N/A caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said N/A, for the uses and purposes therein set forth, and the said N/A, then and there acknowledged that said

and purposes therein set forth.

GIVEN under my hand and Notary Seal this 8th day of August, 2002

Commission expires Jan 21, 2002  
Deborah M Dube  
Notary Public



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