

19W231 17th Street
ANNEXATION AGREEMENT

2ND **THIS ANNEXATION AGREEMENT** (the "Agreement") made and entered into this day of NOVEMBER, 2014, by and between the **VILLAGE OF LOMBARD**, a municipal corporation (hereinafter referred to as "Village"); **HERMAN MILAS** and **SHEILA MILAS** (hereinafter collectively referred to as "Owner"); and **EAST DEVELOPMENT, LLC**, an Illinois limited liability company, contract purchaser (hereinafter referred to as "Developer"). The Village, the Owner and the Developer are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

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

WHEREAS, the Developer, upon closing on the purchase of the Subject Property, 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 the Subject Property, and the Owner and Developer desire 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 same has been annexed, and to other matters covered by this Agreement, for a period of twenty (20) years from and after the execution of this Agreement; and

WHEREAS, the Subject Property is an approximately 0.88 acre parcel of land and there are two (2) persons residing thereon; and

WHEREAS, there are no electors residing on the Subject Property; and

WHEREAS, the Developer, as contract purchaser, and all owners of record of the Subject Property have signed a petition for annexation of the Subject Property to the Village, which petition is hereinafter referred to as the "Annexation Petition"; and

WHEREAS, an application has heretofore been filed with the Village Clerk for rezoning of the Subject Property to the R-2 Single Family Residence District upon the annexation thereof; and

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

WHEREAS, a public hearing was held on September 15, 2014, for the purpose of considering whether the Subject Property should be rezoned, upon its annexation, from the R-0 Single Family Residence District to the R-2 Single Family Residence District under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code (the "Village Code"); hereinafter the "Zoning Ordinance"), and the Plan Commission has submitted to the President and Board of Trustees of the Village (hereinafter referred to as the "Corporate Authorities") its findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing in regard to this Agreement was held by the Corporate Authorities on November 6, 2014 with proper notice of said public hearing being given in accordance with State Statutes on October 20, 2014; and

WHEREAS, the Parties wish to enter into a binding agreement with respect to the said annexation, zoning and development of the Subject Property, 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, the Owner and the 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 use by the Owner and the Developer and have determined that said use and the development of the Subject Property in accordance with this Agreement comply with the Comprehensive Plan of the Village; and

WHEREAS, the Owner and the Developer desire to have the Subject Property rezoned to the R-2 Single Family Residence District under the Zoning Ordinance;

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth, and other good and valuable consideration, the receipt and the sufficiency of which is acknowledged by all Parties, the Parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The Village, the Owner and the Developer agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.

2. **DEVELOPMENT OF SUBJECT PROPERTY.** The Village, the Owner and the Developer agree that the Subject Property shall be developed in accordance with the terms of this Agreement and the exhibits attached hereto and made a part hereof. To the extent that any exhibit attached hereto and made a part of this Agreement is labeled as preliminary, the final documents shall be in substantial compliance with the preliminary documents attached hereto, and subject to final approval by the Village.

3. **ANNEXATION.** Subject to the provisions of 65 ILCS 5/7-1-1, the Parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village. The Parties shall cause such annexation to be effected pursuant to the provisions of 65 ILCS 5/7-1-8. This Agreement, and the Annexation Ordinance (as hereinafter described), are contingent upon Developer closing on the purchase of the Subject Property within sixty (60) days of the date hereof. In the event Developer does not close on the purchase of the Subject Property within sixty (60) days hereof and so notifies the Village in writing, then this Agreement shall be null and void and of no force and effect. In such event, a notice of such nullity shall be recorded by the Village, at the Developer's and the Owner's expense.

Any obligations of the Owner as set forth herein (including but not limited to all financial obligations imposed on the Owner) shall become the sole responsibility of the Developer upon the Developer becoming the fee title owner of the Subject Property. Upon such closing, the Owner shall be automatically released from compliance with such obligations to the Village, and the Owner's successor in interest, whether the Developer, or another entity, shall be responsible to fulfill all of the Owner's obligations under this Agreement. In the event that an entity other than the Developer becomes the immediate successor in interest to the Owner, said entity shall be responsible for fulfilling the obligations under this Agreement relative to both the Developer and the Owner.

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 Subject Property from the R-0 Single Family Residence District to the R-2 Single Family Residence District.

5. **PLAT OF SURVEY.** The Developer shall provide the Village with a plat of survey identified as **EXHIBIT B** attached hereto and made a part hereof (hereinafter referred to as the "Plat of Survey"), and a copy of the deed for the Subject Property.

6. **SUBDIVISION.** In consideration of the location of the existing single-family residential dwelling unit (hereinafter referred to as the "House") on the Subject Property, the Developer shall be allowed to subdivide the Subject Property into two (2) developable Lots of Record as permitted under the Lombard Subdivision and Development Ordinance (Chapter 154 of the Village Code; hereinafter the "Subdivision Ordinance"), provided said subdivided lots

comply with the Village Code, and provided the existing structure on the Subject Property is not going to be demolished.

In the event that the Developer seeks to demolish only the southern portion of the House, as set forth in Section 20 below, the Developer shall be allowed to subdivide the Subject Property into no more than three (3) developable Lots of Record as permitted under the Subdivision Ordinance, provided said subdivided lots comply with the Village Code and are in substantial compliance with the preliminary plat of resubdivision identified as **EXHIBIT C** attached hereto and made a part hereof (hereinafter referred to as the "Preliminary Plat of Resubdivision – Phase 2A").

In the event that the Developer seeks to demolish the House in its entirety, as set forth in Section 20 below, the Developer shall be allowed to subdivide the Subject Property into no more than four (4) developable Lots of Record as permitted under the Subdivision Ordinance, provided said subdivided lots comply with the Village Code and are in substantial compliance with the preliminary plat of resubdivision identified as **EXHIBIT D** attached hereto and made a part hereof (hereinafter referred to as the "Preliminary Plat of Resubdivision – Phase 2B").

7. NON-CONFORMING PROVISIONS. Upon approval of this Agreement, the Village recognizes that the Plat of Survey may demonstrate the Subject Property and House to be non-conforming in regard to provisions within 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. The Village agrees that any legally permitted and constructed buildings or structures on the Subject Property prior to the annexation of the Subject Property shall be recognized by the Village as legally nonconforming buildings and structures. 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. For purposes of this Agreement, a legally permitted and constructed building or structure shall be any building or structure for which a building permit was issued by DuPage County prior to the effective date of this Agreement.

The Village agrees to grant zoning relief or any other relief from the Village Code for any subsequent nonconformities established by the subdivision of the Subject Property as described in Section 6.

8. WATER UTILITIES.

A. Village represents and warrants to Owner and Developer as follows:

- (1) That it owns and operates a water distribution system within the Village.
- (2) That the Village has sufficient capacity to provide and will provide potable water to the Subject Property, such service to be substantially the same as provided to other residential areas in the Village being

provided with water by the Village in terms of quantity, pressure, quality, and cost.

- B. Developer at its own expense shall install water main extensions in accordance with Subdivision Ordinance.
- C. The Parties agreed that the Developer shall pay all applicable Village water connection charges, relative to the connection of the Subject Property to the Village's water distribution system.
- D. Developer shall grant or dedicate, or cause to be granted or dedicated, all easements reasonably required by the Village for the construction of the necessary water main extensions serving the Subject Property.

9. SANITARY SEWER FACILITIES. Village represents and warrants to Owner and Developer that the Subject Property is located within the Facilities Planning Area (FPA) of the Highland Hills Sanitary District (hereinafter referred to as the "Highland Hills Sanitary District"). Developer, at its sole cost and expense, shall install and/or maintain sanitary sewer service to the Subject Property in accordance with the lawful regulations of the Highland Hills Sanitary District, and the Village Code, or as modified by any final engineering plans hereafter approved by the Village and/or the Highland Hills Sanitary District for any future improvements to the Subject Property. Developer shall grant or dedicate all easements reasonably required by the Highland Hills Sanitary District or the Village for the construction for the necessary sanitary sewers serving the Subject Property. Developer further agrees to pay the Highland Hills Sanitary District for any future tap-on, connection, and service fees imposed upon the Subject Property by the Highland Hills Sanitary District.

10. STORM DRAINAGE FACILITIES. Storm drainage facilities (hereinafter referred to as the "Storm Drainage Facilities") shall be provided, constructed, paid for and maintained (if on private property and not accepted as public improvements) by Developer in accordance with the requirements of the Subdivision Ordinance and the applicable requirements of Chapter 151 (Flood Control) of the Village Code.

11. UNDERGROUND UTILITIES. All electrical, telephone, cable television and natural gas distribution facilities installed by Developer, except electrical transformers and meters for natural gas and electricity, shall be installed underground or located within buildings.

12. CABLE TELEVISION. The Developer shall provide necessary easements for cable television service.

13. EASEMENTS. The Developer shall provide, or cause to be provided, all easements as required by final engineering, at no cost to the Village.

14. **CONTRIBUTIONS.** There shall be no requirement for Developer to make any contributions to elementary school, middle school, high school, park, library or other service districts.

15. **PERMIT AND CONNECTIONS FEES.** In consideration of the impact of the development of the 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, Developer agrees to pay the following fees to the Village in connection with the annexation, zoning, and development of the Subject Property.

- A. Administrative Plat fees in the amount of \$150.00 to be paid at time of submittal of said plat to the Village for approval.
- B. Annexation fee in the amount of \$450.00 to be paid at time of application.
- C. Map Amendment fee in the amount of \$400.00 to be paid at time of application.
- D. Watermain recapture fee in the amount of \$0 to be paid at time of application.
- E. Sanitary sewer recapture fee in the amount of \$0 to be paid at time of application.
- F. Storm sewer recapture fee in the amount of \$0 to be paid at time of application.
- G. Transportation Improvements fee in the amount of \$0 to be paid at time of application.
- H. Highland Hills Sanitary District fees to be paid at time of application.

In addition to these fees, the Developer agrees to pay all applicable permit (including, but not limited to building permit) and utility connection fees as required by the Village Code or the Ordinances of the Village at the time of applications for the respective permits. Developer further agrees that the connections 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.

16. **REASONABLENESS OF FEES, CHARGES, AND EASEMENTS.** The Developer agrees that the connection charges, fees, contributions, dedications and easements required by this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the Subject Property.

17. **DEDICATION OF PUBLIC IMPROVEMENTS.** When the Developer has completed all required public improvements, in accordance with the Subdivision Ordinance regulations, and said public improvements have been inspected and approved by the Village Engineer, the Village shall accept said public improvements subject to the two (2) year maintenance guaranty provisions of the Subdivision Ordinance.

18. **FINAL ENGINEERING APPROVAL.** All public improvements required to be constructed hereunder or under the Subdivision Ordinance of the Village shall be paid for, constructed and installed by the Developer in accordance with final engineering plans approved by the Director of Community Development.

19. **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.

20. **SPECIAL CONDITIONS.** The Developer shall comply with the following special conditions, which shall be applicable to the development and use of the Subject Property:

- A. Subject to the conditions contained in subsection B below, and on the condition that the House is not demolished, in whole or in part, and the Subject Property subdivided in accordance with one of the alternate development provisions in Section 6 of this Agreement, the Subject Property may be subdivided into no more than two (2) developable Lots of Record, one containing the House and one available for development as a single-family residence, with said subdivision to occur within one (1) year of the annexation of the Subject Property, provided that the House on the Subject Property is not demolished, in whole or in part, prior to the application for subdivision approval.
- B. Within two (2) years of the annexation of the Subject Property, the Developer shall connect the House to the Village's water distribution system and the Highland Hills Sanitary District sewer system, if said House still exists on the Subject Property.
- C. Developer, and the successors in title to Owner and the Developer, including any builders who purchase any of the Subject Property for eventual resale to the ultimate users thereof and any successors in title who have purchased individual dwellings or improved residential lots as the ultimate users thereof (namely the individuals who actually own and reside in the houses to be built on the Subject Property) shall install all driveways and patios associated with the Subject Property as permeable surface. Such permeable surface shall be subject to approval by the Department of Community Development. However, if Owner or Developer do not seek to construct driveways and patios of a permeable material, then Owner or Developer shall be obligated to provide evidence of compliance with all provisions of the Village Code relating to stormwater management.

21. **FIRE DISTRICT.** By operation of law and in accordance with Illinois Compiled Statutes, Chapter 70, Section 705/20, the Subject Property shall be disconnected from the fire protection district in which it is located at no cost to the Village. The Village agrees to cooperate with Developer in the disconnection. Developer agrees to be responsible for the disconnection and shall reimburse the Village for any funds expended by the Village, including, but not limited to any legal fees and litigations costs, relative thereto.

22. **GENERAL PROVISIONS.**

A. **Notices.** Notice or other writings which any Party is required to, or may wish to, serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village or
Corporate Authorities:

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

With Copies to:

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

Director of Community Development
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

Thomas P. Bayer
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606

If to the Developer:

East Development; LLC
446 Courtney Circle
Sugar Grove, IL 60554

With a Copy to:

Peter K. Wilson, Jr.
Mickey, Wilson, Weiler, Renzi &
Andersson, PC
2111 Plum Street
Suite 201
Aurora, IL 60506

If to the Owner: Herman Milas and Sheila Milas
135 West Madison Street
Lombard, IL 60148

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

B. Continuity of Obligations.

- (1) The provisions of this Agreement, except as to various covenants running with the land and the obligation to provide such and the further exception set forth below in this subsection, obligating Developer, shall not be binding upon the successors in title to the Developer who have purchased individual dwellings or improved residential lots as the ultimate consumers thereof (namely the individuals who actually own and reside in the houses to be built on the Subject Property). The provisions of the Agreement shall be binding, however, on any builders who purchase any of the Subject Property for eventual resale to the ultimate consumers thereof. Notwithstanding the foregoing, the provisions relating to Storm Drainage Facilities in Section 10 shall be binding on the ultimate consumers and any builders and shall be considered and are hereby declared as covenants running with the land.
- (2) In the event of any sale or conveyance by Developer of the Subject Property or any portion thereof, excluding any sale or conveyance by Developer of any individual dwellings or individual residential lots while Developer is acting in the regular course of its business of a developer selling or transferring such dwellings or improved residential to the ultimate consumers thereof, Developer shall notify the Village in writing, within thirty (30) days after the closing of such sale or conveyance, of any and all successors in title to all or any portion of the Subject Property. Such written notice shall include identification of the name(s) of such successor(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance or real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection B.
- (3) Under the condition that the requirements of this subsection B have been met, this Agreement shall inure to the benefit of and shall be binding upon Developer's successors in any manner in title, and shall be binding upon the Village and the successor Corporate Authorities of

the Village and any successor municipality. In the event that the requirements of this subsection B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Developer's successors in any matter in title until such time as Developer has given the Village the notice required by this subsection.

- (4) Notwithstanding any provision of this Agreement to the contrary, including, but not limited to, the sale or conveyance of all or any part of the Subject Property by Developer in accordance with subsections B (2) and (3) above, the Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Developer by this Agreement until such obligations have been fully performed or until the Village, in the exercise of its reasonable discretion, has otherwise released the Developer from any and all such obligations.
- (5) Except as otherwise provided in this subsection B, all the terms and conditions of this Agreement shall constitute covenants running with the land.

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

D. Remedies. The Village, the Owner and the 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 said Party's successors or assigns, which default exists uncorrected for a period of thirty (30) days after written notice to any Party to such default, the Party seeking to enforce said provision shall have the right of specific performance and if said Party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the Parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.

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

F. Conveyance, Dedication and Donation of Real Estate and Certain Personal Property. Any conveyance, dedication or donation of real estate required of Developer (hereinafter referred to as "Grantor" in this subsection F) to the Village or other governmental authority under this Agreement (hereinafter referred to as "Grantee" in this subsection F) shall be made in conformance with the following requirements and any other applicable provisions of this Agreement.

1. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.
2. Merchantable Title. Title shall be good and marketable.
3. Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication or appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:
 - (a) Covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purpose for which it is conveyed, dedicated or donated;
 - (b) Terms of this Agreement;
 - (c) General taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year of the amount of the prior year's taxes is not determined at the time of delivery, conveyance or dedication; and
 - (d) Such other exceptions as are acceptable to the Grantee.
4. Title Insurance. Grantor shall provide to Grantee, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from the Chicago Title Insurance Company or such other title insurance company acceptable to the Grantee. The commitment for title insurance shall be in usual and customary form subject only to:
 - (a) The usual and customary standard exceptions contained therein;
 - (b) Taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication; and

(c) Such other exceptions as are acceptable to the Grantee.

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

All title insurance charges shall be borne by Developer.

5. Taxes, Liens, Assessments, Etc. General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Grantor hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village and Grantee, if other than the Village, against any loss or expense, including but not limited to attorney's fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.
6. Delivery of Deed, Conveyance or Dedication. To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to Grantor and Grantee, otherwise at a date, time and place set by Grantee not less than thirty (30) days nor more than forty-five (45) days after notice thereof is given by Grantee to Grantor.

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

H. Survival of Representation. Each of the Parties agrees that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the Parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.

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

J. Reimbursement to Village for Legal and Other Fees and Expenses.

1. To the Effective Date of Agreement. The Developer concurrently with annexation and zoning of the Subject Property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements, or other documents relating to the Subject Property:
 - (a) The costs incurred by the Village for engineering services;
 - (b) All reasonable attorneys' fees incurred by the Village in connection with this Agreement and the annexation and zoning of the Properties; and
 - (c) Miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.
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, Developer from time to time, shall promptly reimburse Village for all reasonable expenses and cost incurred by Village in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses.

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

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

3. In the event that any third party or parties institute any legal proceedings against the Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the 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) Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
 - (b) If the Village, in its reasonable discretion, determines there is, or may probably be, a conflict of interest between Village and Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village, from time to time on written demand from the 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.
4. In the event either the Developer or the Village institutes legal proceedings against the other Party 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 such Party all expenses of such legal proceedings incurred by the prevailing Party, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the prevailing Party in connection therewith (and any appeal thereof). Either Party may, in its sole discretion, appeal any such judgment rendered in favor of the other Party against it.

K. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon the other Parties imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

L. Village Approval or Discretion. 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.

- M. Recording.** A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Developer.
- N. Authorization to Execute.** The person executing this Agreement on behalf of the Developer warrants that they have lawful authority to execute this Agreement on behalf of such entity. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Corporate Authorities of the Village to execute this Agreement. The Owner warrants that each of them has the Authority to execute this Agreement.
- O. Amendment.** This Agreement sets forth all promises, inducements, agreements, conditions and understandings between the Owner, the Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.
- P. Counterparts.** This Agreement may be executed in three (3) or more counterparts, each of which taken together, shall constitute one and the same instrument.
- Q. Conflict between the Text and Exhibits.** In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.
- R. Definition of Village.** When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.
- S. Execution of Agreement.** This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he/she signs this Agreement on the first page hereof, which date shall be the effective date of this Agreement.
- T. Terms of Agreement.** This Agreement shall be in full force and effect for a term of twenty (20) years from and after date of execution of this Agreement.
- U. Venue.** The Parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

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

VILLAGE OF LOMBARD

ATTEST:

By: Sharon Kuderna
Name: Sharon Kuderna
Its: Village Clerk

By: Keith Giagnorio
Name: Keith Giagnorio
Its: President, Village of Lombard

Dated: November 6, 2014

Dated: November 6, 2014

OWNER

By: Herman Milas
Name: Herman Milas

By: Sheila Milas
Name: Sheila Milas

Dated: Nov. 3, 2014

Dated: Nov. 3, 2014

DEVELOPER

By: Bojidar Petrov
Name: Bojidar Petrov
Its: Authorized Member of East Development, LLC

Dated: Nov. 5, 2014

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that **KEITH GIAGNORIO**, personally known to me to be the President of the Village of Lombard, and **SHARON KUDERNA**, personally known to me to be the Village Clerk of the Village of Lombard (the "Village"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 7th day of November, 2014 in person and severally acknowledged that as such President and Deputy Village Clerk, they signed and delivered the said instrument and caused the corporate seal of the Village to be affixed thereto, pursuant to authority given by the President and Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 7th day of November, 2014.

Karen I. Ellis
Notary Public

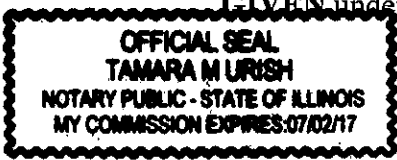
{SEAL} Print Name: Karen I. Ellis
My Commission Expires: March 6, 2018



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 **HERMAN MILAS** and **SHEILA MILAS**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 3rd day of NOV, 2014 in person and acknowledged that they signed and delivered the said instrument, as their free and voluntary act for the use and purposes therein set forth.

GIVEN under my hand and official seal, this 3RD day of NOVEMBER, 2014.



Tamara M. Urish

Notary Public

{SEAL}

Print Name:

TAMARA M. URISH

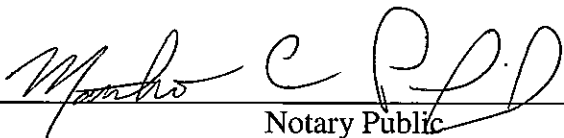
My Commission Expires:

7/02/2017

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that **BOJIDAR PETROV**, as an Authorized Member of East Development, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 5th day of NOVEMBER, 2014 in person and acknowledged that they signed and delivered the said instrument, as his free and voluntary act for the use and purposes therein set forth.

GIVEN under my hand and official seal, this 5th day of NOVEMBER, 2014.

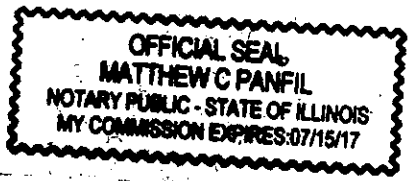


Notary Public

{SEAL}

Print Name: MATTHEW C. PANFIL

My Commission Expires: 7-15-17



SCHEDULE OF EXHIBITS

- EXHIBIT A: Legal Description for the Property
- EXHIBIT B: Plat of Survey
- EXHIBIT C: Preliminary Plat of Resubdivision – Phase 2A
- EXHIBIT D: Preliminary Plat of Resubdivision – Phase 2B

EXHIBIT A

LEGAL DESCRIPTION

19W231 17TH STREEET

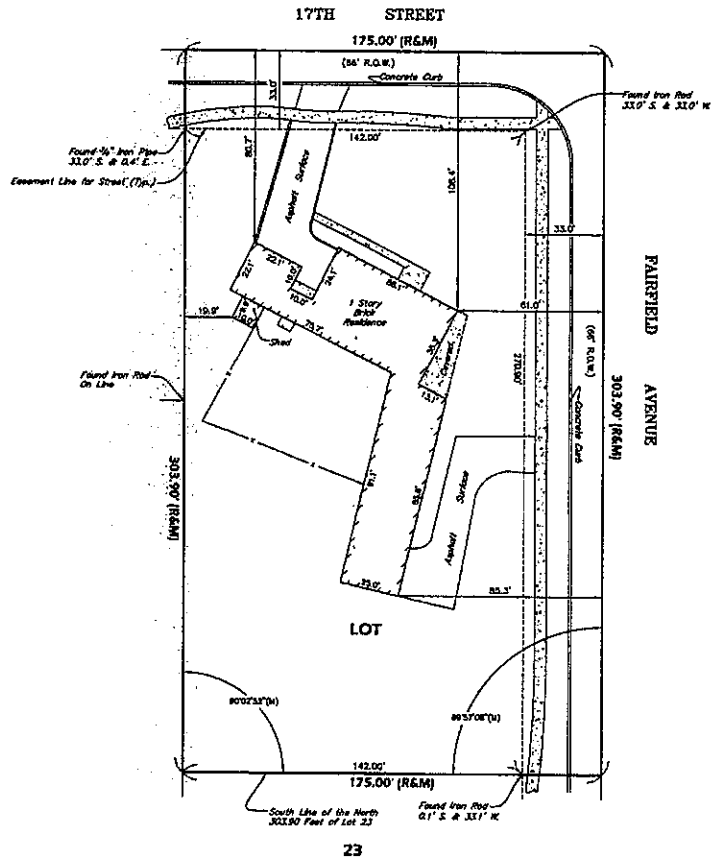
THE NORTH 303.90 FEET, AS MEASURED ALONG THE EAST AND WEST LINES, THEREOF OF LOT 23 IN THE YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER; THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT #452575; ALSO KNOWN AS THE EAST 175 FEET OF THE SOUTH 499 FEET OF THE NORTH 988 FEET OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B
PLAT OF SURVEY

PLAT OF SURVEY

OF

THE NORTH 303.90 FEET, AS MEASURED ALONG THE EAST AND WEST LINES, THEREOF OF LOT 23 IN THE YORK TOWNSHIP SUPERIOR'S ASSESSMENT PLAT NO. 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 132.2 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DEED 23, 1943 AS DOCUMENT 8453572, ALSO KNOWN AS THE EAST 175 FEET OF THE SOUTH 498 FEET OF THE NORTH 498 FEET OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.



AREA OF SURVEY:
CONTAINING 53,183.24 SQ. FT.

REFER TO YOUR DEED, ABSTRACT, TITLE POLICY AND LOCAL BUILDING AND ZONING ORDINANCE FOR ITEMS OF RECORD NOT SHOWN.

STATE OF ILLINOIS

PROFESSIONAL LAND SURVEYING, INC. HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.







FIELD WORK COMPLETED AND DATED THIS 25TH DAY OF JULY, 2014.

PLS No. 3483
MY LICENSE EXPIRES 11/30/14

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
PROFESSIONAL DESIGN FIRM NO. 184-004196



SYMBOL LEGEND

-  CONCRETE SURFACE
-  FENCE LINE
-  RECORD DATA
-  MEASURED DATA
-  UTILITY POLE
-  OVERHEAD WIRES

PREPARED FOR: MLAS
JOB ADDRESS: 415 EAST 17TH STREET
LOMBARD, ILLINOIS

Professional Land Surveying, Inc.
3080 Ogden Avenue - Suite 107
Lisle, Illinois 60532
Phone 630.778.1757 Fax 630.778.7757

DRAWN BY: JJK FLD. BK./PG. NO.: 118/65
COMPLETION DATE: 07/31/14 JOB NO.: 149728
REVISED:

EXHIBIT C

PRELIMINARY PLAT OF RESUBDIVISION – PHASE 2A

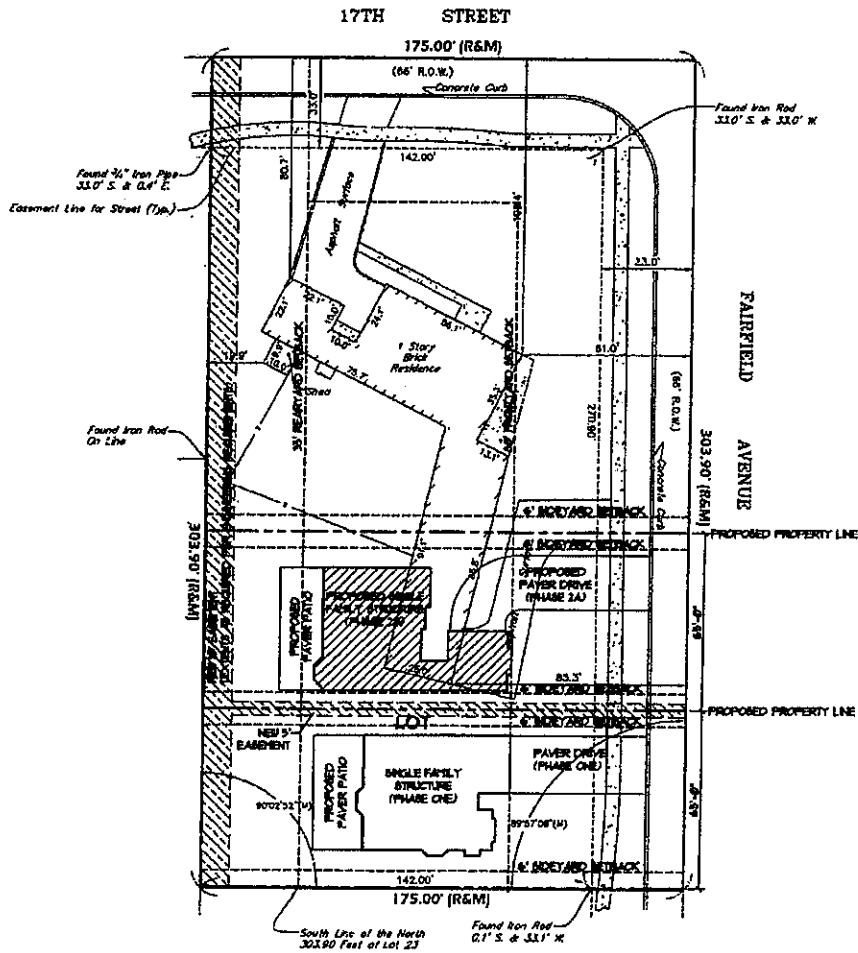
PLAT OF SURVEY

OF

THE NORTH 303.90 FEET, AS MEASURED ALONG THE EAST AND WEST LINES, THEREOF OF LOT 23 IN THE YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER THE WEST HALF OF THE SOUTHWEST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT #452575; ALSO KNOWN AS THE EAST 125 FEET OF THE SOUTH 498 FEET OF THE NORTH 898 FEET OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.



SCALE 1"=30'



23



AREA OF SURVEY:
CONTAINING 53,183± SQ. FT.

REFER TO YOUR DEED, ABSTRACT, TITLE POLICY AND LOCAL BUILDING AND ZONING ORDINANCE FOR DETAILS OF RECORD NOT SHOWN.

STATE OF ILLINOIS
COUNTY OF DUPAGE

PROFESSIONAL LAND SURVEYING, INC. HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

FIELD WORK COMPLETED AND DATED
THIS 25TH DAY OF JULY, 2014.

[Signature]
IPLS No. 3483
MY LICENSE EXPIRES 11/30/14



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

PROFESSIONAL DESIGN FROM NO. 184-004196

SYMBOL LEGEND

- CONCRETE SURFACE
- FENCE LINE
- RECORD DATA
- MEASURED DATA
- UTILITY POLE
- OVERHEAD WIRES

PREPARED FOR: MRLS
JOB ADDRESS: 415 EAST 17TH STREET
LOMBARD, ILLINOIS

Professional Land Surveying, Inc.
3080 Ogden Avenue Suite 107
Lisle, Illinois 60532
Phone 630.778.9757 Fax 630.778.7757

DRAWN BY: A.P. P.L.C. BR./P.C. NO.: 118/65
COMPLETION DATE: 07/31/14 JOB NO.: 149722
REVISED:

EXHIBIT D

PRELIMINARY PLAT OF RESUBDIVISION – PHASE 2B

PLAT OF SURVEY

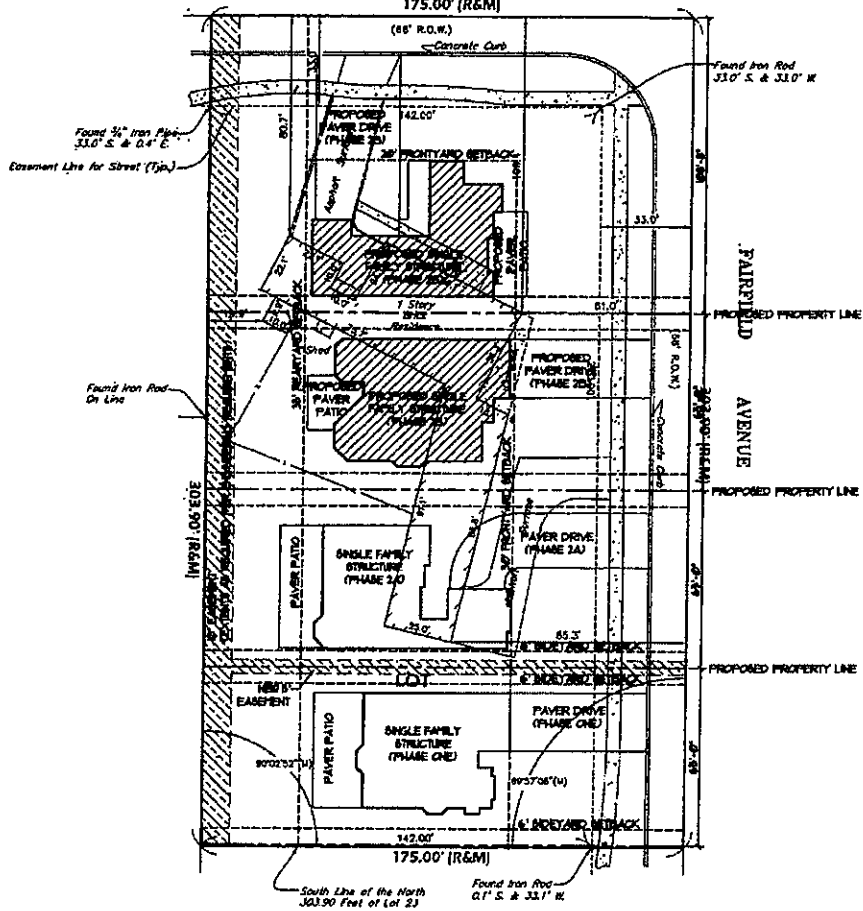
OF

THE NORTH 303.60 FEET, AS MEASURED ALONG THE EAST AND WEST LINES, THEREOF OF LOT 23 IN THE TOWN OF YORK, TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1, (ALSO KNOWN AS HIGHLAND ROAD PURMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 133.2 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1945 AS DOCUMENT #482922; ALSO KNOWN AS THE EAST 175 FEET OF THE SOUTH 488 FEET OF THE NORTH 888 FEET OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

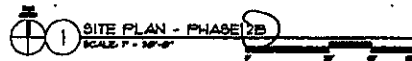


17TH STREET

175.00' (R&M)



23



AREA OF SURVEY:
CONTAINING 53,183.4 SQ. FT.

REFER TO YOUR DEED, ABSTRACT, TITLE POLICY AND LOCAL BUILDING AND ZONING ORDINANCE FOR ITEMS OF RECORD NOT SHOWN.

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

PROFESSIONAL LAND SURVEYING, INC. HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

FIELD WORK COMPLETED AND DATED
THIS 25TH DAY OF JULY, 2014.

J.P.R.
IPLS No. 3483
MY LICENSE EXPIRES 11/30/14



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

PROFESSIONAL DESIGN FIRM NO. 184-004196

SYMBOL LEGEND

- CONCRETE SURFACE
- FENCE LINE
- RECORD DATA
- MEASURED DATA
- UTILITY POLE
- OVERHEAD WIRES

PREPARED FOR: MILES
JOB ADDRESS: 415 EAST 17TH STREET
LOMBARD, ILLINOIS

Professional Land Surveying, Inc.
3080 Ogden Avenue Suite 107
Lisle, Illinois 60532
Phone 630.778.1757 Fax 630.778.7757

DRAWN BY: J.A. FLD. BR./PG MC. 116/65
COMPLETION DATE: 07/23/14 JOB NO. 148728
REVISED:

ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS; BUT WHEN A POWER IS EXERCISED YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT. YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 3-4 OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW" OF WHICH THIS FORM IS A PART (SEE THE BACK OF THIS FORM). THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)

POWER OF ATTORNEY made this 15 day of June, 2010.

1. I, **HERMAN A. MILAS**, of the Village of Villa Park, County of DuPage, in the State of Illinois, have made, constituted and appointed, and BY THESE PRESENTS do make, constitute and appoint **SHEILA MILAS**, of the Village of Villa Park, County of DuPage, in the State of Illinois, as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) with respect to the followings powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraphs 2 or 3 below:

(YOU MUST STRIKE OUT ANY ONE OR MORE OF THE FOLLOWING CATEGORIES OF POWERS YOU DO NOT WANT YOUR AGENT TO HAVE. FAILURE TO STRIKE THE TITLE OF ANY CATEGORY WILL CAUSE THE POWERS DESCRIBED IN THAT CATEGORY TO BE GRANTED TO THE AGENT. TO STRIKE OUT A CATEGORY YOU MUST DRAW A LINE THROUGH THE TITLE OF THAT CATEGORY.)

- (a) Real Estate transactions.
- (b) Financial Institution transactions.
- (c) Stock and bond transactions.
- (d) Tangible personal property transactions.
- (e) Safe deposit box transactions.
- (f) Insurance and annuity transactions.
- (g) Retirement plan transactions.
- (h) Social Security, employment and military services benefits.
- (i) Tax matters.
- (j) Claims and litigation.
- (k) Commodity and option transactions.
- (l) Business operations.
- (m) Borrowing transactions.
- (n) Estate transactions.
- (o) All other property powers and transactions.

(LIMITATIONS AND ADDITIONS TO THE AGENT'S POWERS MAY BE INCLUDED IN THIS POWER OF ATTORNEY IF THEY ARE SPECIFICALLY DESCRIBED BELOW)

2. The powers granted above shall not include the following powers or shall be modified or limited in the following particulars (here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent):

3. In addition to the powers granted above, I grant my agent the following powers (here you may add other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below):

to make withdrawals from retirement accounts; to deal with any real estate interest, including executing contracts and deeds; to execute disclaimers of any property interest that I may have, and to fund assets into any trust I may have created.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRUCK OUT.)

4. My agent shall have the right by written instrument to delegate any and all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegations may be amended or revoked by any agent (including any successor) named by me who is acting under their power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(THIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY YOU AT ANY TIME IN ANY MANNER. ABSENT AMENDMENT OR REVOCATION, THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY WILL BECOME EFFECTIVE AT THE TIME THIS POWER IS SIGNED AND WILL CONTINUE UNTIL YOUR DEATH UNLESS A LIMITATION ON THE BEGINNING DATE OR DURATION IS MADE BY INITIALING AND COMPLETING EITHER (OR BOTH) OF THE FOLLOWING:)

6. (X) This Power of attorney shall become effective upon disability, as determined by my physician.

(insert a future date of event during your lifetime, such as court determination of your disability, when you want this power to first take effect.)

7. (X) This power of attorney shall terminate on death.
(insert a future date or event, such as court determination of your disability, when you want this power to terminate prior to your death.)

(IF YOU WISH TO NAME SUCCESSOR AGENT, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

8. If any agent named by me shall die, become legally disabled, resign or refuse to act, I name the following (each to act alone, in the order named) as successor(s) to such agent:

MARTIN MILAS, then MATTHEW MILAS, and then MICHELLE NUZZO.

(IF YOU WISH TO NAME A GUARDIAN OF YOUR PERSON OR A GUARDIAN OF YOUR ESTATE, OR BOTH IN THE EVENT A COURT DECIDES THAT ONE SHOULD BE APPOINTED, YOU MAY, BUT ARE NOT REQUIRED TO DO SO BY INSERTING THE NAME(S) OF SUCH GUARDIAN(S) IN THE FOLLOWING PARAGRAPHS. THE COURT WILL APPOINT THE PERSON NOMINATED BY YOU IF THIS COURT FINDS THAT SUCH APPOINTMENT WILL SERVE YOUR BEST INTERESTS AND WELFARE. YOU MAY, BUT ARE NOT REQUIRED TO, NOMINATE AS YOUR GUARDIAN(S) THE SAME PERSON NAMED IN THIS FORM AS YOUR AGENT.)

9. If a guardian of my person is to be appointed, I nominate the following to serve as such guardian:

(Insert name and address of nominated guardian of person)

10. If a guardian of my estate (my property) is to be appointed, I nominate the following to serve as such guardians:

(Insert name and address of nominated guardian of the estate)

11. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

Signed 
HERMAN A. MILAS, Principal

(YOU MAY, BUT ARE NOT REQUIRED TO, REQUEST YOUR AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES BELOW. IF YOU INCLUDE SPECIMEN SIGNATURES IN THIS POWER OF ATTORNEY, YOU MUST COMPLETE THE CERTIFICATION OPPOSITE THE SIGNATURES OF THE AGENTS.)

Specimen signature of agent
(and successors).

I certify that the signatures of my
agent (and successors) are correct.

(agent)

(principal)

(successor agent)

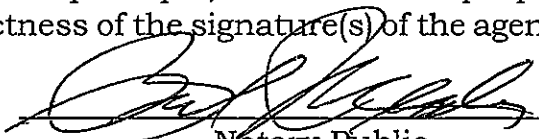
(principal)

(THIS POWER OF ATTORNEY WILL NOT BE EFFECTIVE UNLESS IT IS NOTARIZED AND SIGNED BY AT LEAST ONE ADDITIONAL WITNESS, USING THE FORM BELOW.)

State of Illinois)
County of Kane)SS.

The undersigned, a notary public in and for the above county and state, certifies that HERMAN A. MILAS, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the additional witness in person and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the use and purposes therein set forth, and certified to the correctness of the signature(s) of the agent(s).

Dated: June 15, 2010
(Seal)



Notary Public

My Commission expires: _____



The undersigned witness certifies that HERMAN A. MILAS, known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him to be of sound mind and memory.

Dated: June 15, 2010



Witness

(THE NAME AND ADDRESS OF THE PERSON PREPARING THIS FORM SHOULD BE INSERTED IF THE AGENT WILL HAVE THE POWER TO CONVEY ANY INTEREST IN REAL ESTATE.)

This document was prepared by: Richard J. Nealis, Attorney at Law, Nealis & Garrow, P.C., 510 South Batavia Avenue, Batavia, Illinois 60510, (630)879-1213