

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
SEP. 17, 2008 11:59 AM
OTHER 06-20-106-050
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**ANNEXATION AGREEMENT PER ORDINANCE 6208 DATED
JUNE 19, 2008 FOR CENTRUM LOMBARD, L.L.C., LOMBARD, IL**

Parcel No.: 06-20-106-050 and 051

Common Address: 19W471 and 351 E. Roosevelt Road

LOMBARD, IL 60148

After Recording Return to:

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

ORDINANCE 6208

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

(PC 08-13: 19W471 Roosevelt Road and 351 E. Roosevelt Road (Lombard Crossings))

(See also Ordinance No.(s) 6209, 6210, 6211)

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 19W471 Roosevelt Road, Lombard, Illinois, (06-20-106-050) 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 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, 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 June 5, 2008.

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

SECTION 1: That the Village President and Village Clerk be and hereby are authorized to sign and attest to the Agreement attached hereto and marked Exhibit "A", by and between the Village of Lombard; and,

SECTION 2: This ordinance is limited and restricted to the property generally is located at 19W471 Roosevelt Road and 351 E. Roosevelt Road,, Lombard, Illinois, (PIN 06-20-106-050 and -051) containing 4.57 Acres more or less and legally described as follows:

PARCEL 1
HIGHLAND LANES SUBDIVISION (EXCEPT THE SOUTH 150 FEET THEREOF AND EXCEPT THE WEST 134.5 FEET) IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1958 AS DOCUMENT 877665, DUPAGE COUNTY ILLINOIS.

PARCEL 2
THE WEST 134.5 FEET OF HIGHLAND LANES SUBDIVISION (EXCEPT THE SOUTH 150 FEET THEREOF) IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1958 AS DOCUMENT 877665 IN DUPAGE COUNTY, ILLINOIS.

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 5th day of June, 2008.

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

Passed on second reading this 19th day of June, 2008, pursuant to a roll call vote as follows:


AYES: Trustees Gron, Tross, O'Brien, Moreau, Fitzpatrick & Soderstrom President Mueller

NAYS: None

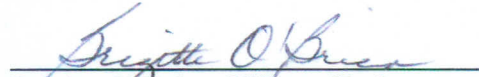
ABSENT: None

APPROVED by me this 19th day of June, 2008.

Ordinance No .6208
Re: PC 08-13
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William J. Mueller, Village President

ATTEST:


Brigitte O'Brien, Village Clerk

Published by me in pamphlet form this 24th day of June, 2008.


Brigitte O'Brien, Village

Space above reserved for Recorder's use

**ANNEXATION AND PLANNED DEVELOPMENT
AGREEMENT DATED June 19, _____, 2008
FOR CENTRUM LOMBARD, L.L.C., LOMBARD, IL**

Parcel No.: 06-20-106-050 and 051

Common Address: 19W471 and 351 E. Roosevelt Road

AFTER RECORDING RETURN TO:

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

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ANNEXATION AND PLANNED DEVELOPMENT AGREEMENT

THIS ANNEXATION AND PLANNED DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 19th day of June, 2008, by, between, and among the Village of Lombard, a municipal corporation (hereinafter referred to as the "Village"); Centrum Lombard, L.L.C., an Illinois limited liability company (hereinafter referred to as the "Developer"); and the William C. Chrisos Revocable Living Trust (hereinafter referred to as the "Owner"); (Village, Developer and Owner are sometimes individually referred to herein as a "Party" and collectively referred to herein 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 "Chrisos Property"); and

WHEREAS, Developer is the record owner of the property legally described in EXHIBIT B, attached hereto and made a part hereof (hereinafter referred to as the "Centrum Property"), and is the lessee and contract purchaser of the Chrisos Property; and

WHEREAS, the Centrum Property is currently within the corporate territorial limits of the Village and the Chrisos Property is contiguous to the Village and not located within the corporate limits of the Village or any other municipal corporation; and

WHEREAS, the Centrum Property is located within the Village's B-4A Roosevelt Road Corridor Zoning District (hereinafter referred to as the "B-4A District")

WHEREAS, Owner and Developer are desirous of annexing the Chrisos Property; and

WHEREAS, the Village and Developer are desirous of developing and improving the Chrisos Property and the Centrum Property (hereinafter collectively referred to as the "Subject Property") as a unified planned development for commercial, retail, service and other related uses; and

WHEREAS, the Village desires to annex the Chrisos Property, and the Owner and Developer desire to have the Chrisos 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 use and development of the Subject Property when the Chrisos Property 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 Chrisos Property consists of approximately 1.3 acres of land; and

WHEREAS, no electors reside on the Chrisos Property and the Owner has signed a petition for annexation of the Chrisos Property to the Village (hereinafter referred to as the "Annexation Petition"); and

WHEREAS, the Developer has filed an application with the Village requesting (i) rezoning of the Chrisos Property to the B-4A District, (ii) approval of a conditional use for a planned development for the Subject Property, including certain variations and deviations from Village ordinances, and (iii) approval of a preliminary plat of subdivision for the Subject Property; and

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

WHEREAS, a public hearing was held on _____, 2008, for the purpose of considering whether the Chrisos Property should be rezoned, upon annexation of the Chrisos Property, to the B-4A District, whether a conditional use for a planned development should be recommended for the Subject Property, and whether a preliminary plat of subdivision should be recommended for the Subject Property; and

WHEREAS, the Plan Commission has submitted to the Village President and Board of Trustees 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 Agreement was held by the Corporate Authorities on June 5, 2008; and

WHEREAS, the Parties wish to enter into a binding agreement with respect to the said annexation, zoning and unified 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, notices, 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, notices, and actions required in connection with the provisions of the Illinois Municipal Code, the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code - hereinafter referred to as the "Zoning Ordinance"), and the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code - hereinafter referred to as the "Subdivision Ordinance"), such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

WHEREAS, the Parties deem it to their mutual advantage and in the public interest that the Chrisos Property be annexed to, and the Subject Property developed as a part of, the Village as hereinafter provided; and

WHEREAS, the development and use 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 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 Plan Commission has recommended that certain conditional uses, deviations and variations be granted for the Subject Property from the Subdivision Ordinance and/or the Zoning Ordinance in accordance with the terms of this Agreement; and

WHEREAS, the annexation of the Chrisos Property to the Village will be beneficial to the Village, will properly and beneficially extend the corporate limits and the jurisdiction of the Village, will permit the sound planning and development of the Subject Property and the Village, and will otherwise promote the proper growth and general welfare of the Village;

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:** The Village, Owner and Developer agree that the Subject Property shall be developed and used in accordance with the terms of this Agreement and the exhibits attached hereto.
3. **Annexation:** The Corporate Authorities, upon approval of this Agreement, will enact an ordinance annexing the Chrisos Property to the Village. The Village shall notify all entities or persons of such annexation and promptly record all ordinances, plats, and affidavits necessary to perfect said annexation, in accordance with any and all statutory and ordinance requirements. Without the written consent of the Developer, no action shall be taken by the Village or the Corporate Authorities to annex any part or portion of the Chrisos Property unless this Agreement has been fully executed by the Parties, and all of the Chrisos Property is annexed to the Village at the same time.
4. **Zoning:** Immediately after annexation of the Chrisos Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the Chrisos Property to the B-4A District under the Zoning Ordinance. Except as provided in this Section 4 or elsewhere in this Agreement, the zoning for the Chrisos Property established pursuant to the foregoing ordinance, as well as the existing zoning for the Centrum Property, shall be permanent and shall remain in effect for the term of this Agreement and shall continue in effect thereafter unless otherwise amended by the Village in accordance with this Agreement.

The Village agrees that the Developer may also request additional relief from the provisions of Village codes and ordinances including, but not limited to, one or more petitions and applications for text amendments, zoning map amendments, deviations or variations from the Zoning Ordinance and/or the Subdivision Ordinance, and conditional uses. The Parties acknowledge and agree that such requests shall not require an amendment to this Agreement, nor shall an amendment to this Agreement be required as a condition of Village approval of such requests. To the extent such requests are subject to the Village's discretionary approval, such approval shall be within the Village's sole and absolute discretion to grant or deny.

5. Planned Development Approval:

A. Preliminary Plans. Immediately after annexing and rezoning the Chrisos Property as set forth herein, the Village shall approve a conditional use for a planned development for the Subject Property, including approval of the permitted variations and deviations as provided in Section 14, in accordance with the provisions of the Zoning Ordinance and in conformance with the following plans, documents, exceptions and conditions, all of which shall collectively be referred to as the "Approved Preliminary Plans" for the Subject Property:

- i. Preliminary site plan consisting of one (1) page prepared by Hirsch Associates, LLC dated of March 14, 2008 attached hereto and made a part hereof as EXHIBIT C (hereinafter referred to as the "Preliminary Site Plan");
- ii. Preliminary plat of subdivision consisting of one (1) page prepared by B.H. Suhr & Company and dated _____, 2008 attached hereto and a part hereof as EXHIBIT D (hereinafter referred to as the "Preliminary Plat");
- iii. Preliminary landscape plan consisting of ___ pages prepared by _____ and dated _____, 2008 attached hereto and made a part hereof as EXHIBIT E (hereinafter referred to as the "Preliminary Landscape Plan");
- iv. Preliminary building elevations consisting of one (1) page for the retail center located on Parcel B as shown on the Preliminary Site Plan, prepared by Hirsch Associates, LLC and dated _____, 2008; and building elevations consisting of one (1) page for the bank on Parcel A as shown on the Preliminary Site Plan, prepared by _____ and dated _____, 2008. Said building elevations are attached hereto and made a part hereof as EXHIBIT F (hereinafter collectively referred to as the "Preliminary Building Elevations");
- v. Preliminary engineering plans consisting of ___ pages prepared by Manhard Consulting, LTD, and dated _____, 2008 attached hereto and made a

part hereof as EXHIBIT G (hereinafter referred to as the "Preliminary Engineering Plans"); and

- vi. Preliminary shopping center signage plan consisting of one (1) page prepared by _____ and dated _____, 2008 attached hereto and made a part hereof as EXHIBIT H (hereinafter referred to as the "Preliminary Signage Plan").

The conditional use for a planned development approved by the Village pursuant to this Section 5.A, including any and all permitted variations and deviations as described in Section 14 that are applicable to the Centrum Property including, without limitation, the right to construct (a) one (1) restaurant with outdoor seating and (b) one (1) financial institution with drive-through uses, shall not lapse or expire if the Chrisos Property is not conveyed to the Developer. In the event the Chrisos Property is not conveyed to the Developer, the Parties acknowledge and agree that the Developer shall have the right to submit revised Preliminary Plans to the Village for its review and approval, which approval shall not be unreasonably withheld. Approval of revised Preliminary Plans by the Village as provided in this subsection shall not require an amendment to this Agreement; nor shall an amendment to this Agreement be required as a condition of Village approval.

B. Final Plans. In the event one or more final plans for the development of any portion of the Subject Property substantially conform to the Preliminary Plans as approved herein, the Village shall approve such final plan(s). Village approval of such final plans shall be subject to the following conditions:

- i. Final site plans and final plats of subdivision shall be deemed to substantially conform to the Preliminary Site Plan and Preliminary Plat of Subdivision, respectively, notwithstanding changes in the area or dimensions of one or more lots or the relocation of the access points to/from Roosevelt Road provided that (a) the area or dimensions of each lot on the final site plan and final plat of subdivision shall not increase or decrease by more than twenty percent (20%); (b) any relocation of an access point is approved by the Illinois Department of Transportation; and (c) any additional variations or deviations from the Zoning Ordinance not otherwise granted pursuant to Section 14 of this Agreement are approved by the Village;
- ii. Final landscape plans shall be deemed to substantially conform to the Preliminary Landscape Plan notwithstanding the relocation of any trees, ornamental trees, shrubs, ground cover and perennials (hereinafter referred to as the "Landscape Features") provided that (a) the overall quantity of Landscape Features shall not decrease by more than ten percent (10%); (b) Landscape Features of a like size and quality are used; and (c) any additional variations or deviations from the Zoning Ordinance not otherwise granted pursuant to Section 14 of this Agreement are approved by the Village;

- iii. Final building elevations shall be deemed to substantially conform to the Preliminary Building Elevations notwithstanding changes in building design, height and materials provided that (a) the building design is consistent with the architectural style of the buildings shown on the Preliminary Building Elevations, (b) the height of any building shall not increase or decrease by more than twenty percent (20%), (c) building materials of a like amount, kind and quality are used; and (c) any additional variations or deviations from the Zoning Ordinance not otherwise granted pursuant to Section 14 of this Agreement are approved by the Village; and
- iv. Final shopping center signage plans shall be deemed to substantially conform to the Preliminary Shopping Center Signage Plan notwithstanding changes in the height, width, or length of, or the sign surface area on each side of, any monument or pylon sign provided that (a) the height, width or length of, or the sign surface area on each side of, any monument or pylon sign shall not increase or decrease by more than ten percent (10%) and (b) any additional variations or deviations from the Zoning Ordinance not otherwise granted pursuant to Section 14 of this Agreement are approved by the Village.

C. Nonconforming Modifications. In the event final plan(s) for the development of any portion of the Subject Property incorporate modifications to the Preliminary Plans which do not substantially conform to the Preliminary Plans as provided in Section 5.B. above (hereto referred to in this Agreement as “Nonconforming Modifications”), such Nonconforming Modifications shall be reviewed by the Village Plan Commission and, if approved by the Plan Commission, such approval shall be final and no further review by the Corporate Authorities shall be required, except as set forth in subsection D below.

In the event the Plan Commission disapproves of all or any of such requested Nonconforming Modifications, the Developer may elect to submit such Nonconforming Modifications to the Corporate Authorities for further review and vote, in which event the Plan Commission decision shall constitute its recommendation to the Corporate Authorities and the Corporate Authorities shall have final authority in approving or denying such requested Nonconforming Modifications subject to Subsection D below.

D. Public Hearings. In the event approval of a final plan in Section 5.B, or approval of a Nonconforming Modification in Section 5.C, requires a deviation or variation from an ordinance of the Village that has not otherwise been previously subject to a public hearing and granted by this Agreement, such deviation or variation shall require a public hearing before the Plan Commission and shall be subject to the review by and sole and exclusive discretionary approval of the Corporate Authorities. The Parties acknowledge and agree that such sole and exclusive discretionary approval shall not require an amendment to this Agreement, nor shall an amendment to this Agreement be required as a condition of Village approval.

E. Development of the Subject Property. The Village represents that it shall take all action(s) as may be required and necessary to enact such amendments to, and grant such modifications and departures from, its Zoning Ordinance, the Village's Sign Ordinance (Chapter 153 of the Village Code – hereinafter referred to as the "Sign Ordinance") and Subdivision Ordinance and all other ordinances, codes and regulations, as may be necessary to zone, classify and allow for the development of the Subject Property in the manner described in this Agreement; and to enable the Village to execute this Agreement and fully carry out and perform the terms, covenants, agreements and duties and obligations on its part to be kept and performed as created and imposed by the terms and provisions hereof. The conditional use for a planned development approved by the Corporate Authorities may only lapse or expire pursuant to the following:

- i. In any case where construction on the Subject Property is not (a) substantially underway within one (1) year following the date of approval of the first final plan for the Subject Property or (b) completed within forty-eight (48) months following the date of approval of the last final plan for the Subject Property;
- ii. If the approved conditional use for a planned development for any portion of the Subject Property for which a final plan has been approved is not constructed in substantial conformance with such final plan and any conditions established therefor; or
- iii. If construction on a portion of the Subject Property for which a final engineering plan has been approved falls two (2) years behind the schedule approved with such final engineering plan.

In the event that one of the deficiencies identified in i, ii or iii occurs, the Village's Director of Community Development shall notify the Developer in writing by registered or certified mail of the reason for such deficiency and the Developer shall have thirty (30) days following receipt of such notice to correct such deficiency, or such additional time if the Developer is diligently pursuing the correction of such deficiency and such deficiency cannot be corrected within said thirty (30) day period. If the Developer fails to correct such deficiency, the Corporate Authorities shall then authorize the Plan Commission to schedule a public hearing to consider revoking the conditional use permit. After conducting the public hearing, the Plan Commission shall then prepare a written report and recommendation to submit to the Corporate Authorities. Upon receipt of the Plan Commission's report, the Corporate Authorities shall then render a final judgment regarding revoking the conditional use permit and accompanying ordinance. Extensions in the construction schedule may be granted by the Corporate Authorities.

F. Additional Development Requirements. Additionally, notwithstanding any provision of this Agreement to the contrary, the following shall be requirements of the development of the Subject Property:

- i. The Developer shall be responsible for all costs associated with any improvements required by the Illinois Department of Transportation in conjunction with the development of the Subject Property.
- ii. Any trash enclosure screening required by Section 155.710 of the Zoning Ordinance shall be constructed of a material that is consistent with the material that is used for the principal building served by said enclosure;
- iii. Only channel lettering shall be used for wall signs;
- iv. Awnings, if any, shall not contain any text;
- v. Any watercourse brick that is a part, and near the foundation, of a building shall be compatible with any other brick that forms a part of such building;
- vi. The Owner shall be permitted to lease the retail center located on Parcel B to five (5) tenants or less; and

6. **Signage:** Developer shall be allowed to construct a system of signage throughout the Subject Property in accordance with the Preliminary Signage Plan and in full compliance with the Sign Ordinance in effect as of the date of this Agreement, except as such Sign Ordinance is otherwise varied or amended pursuant to this Agreement. The Village acknowledges that, as of the date of this Agreement, the Preliminary Signage Plan is in full compliance with the terms and conditions of the Sign Ordinance. The Village agrees that any future amendment of the Sign Ordinance that is more restrictive upon the development of the Subject Property than the present Sign Ordinance shall not apply to any signage on the Subject Property that is consistent with the Preliminary Signage Plan, but shall apply to any proposed signage on the Subject Property that is inconsistent with or in addition to the signage as shown on the Preliminary Signage Plan, and any future amendment that is less restrictive upon the development of the Subject Property, at the option of the Developer, shall apply to the development of the Subject Property.

7. **Water Utilities:** Provided that the Subject Property is developed in accordance with this Agreement, the Village represents and warrants that the Village will provide, as and when needed, sufficient operational and available water supply, transmission and treatment to adequately serve the needs of the Subject Property. Developer, at its own expense, shall install water main extensions on and to the Subject Property in accordance with the requirements of the Village, the Subdivision Ordinance, as varied by this Agreement, and in substantial compliance with the Preliminary Engineering Plans, as modified by any final engineering plans hereafter approved by the Village for the Subject Property with changes as required. Owner and Developer shall grant or dedicate all easements required by the Village for the construction of the necessary water main extensions serving the Subject Property. The Village shall fully cooperate with the Developer with respect to the application for and issuance of Illinois Environmental Protection Agency permits for the construction and connection of the water main extensions.

8. **Sanitary Sewer Facilities:** The Parties acknowledge and agree that the Highland Hills Sanitary District (the "District") will be responsible for providing, as and when needed, operational and available sanitary sewerage transmission and treatment facilities to serve the needs of the Subject Property. Developer, at its own expense, shall install sanitary sewer service extensions on and to the Subject Property in accordance with the regulations of the District, the Subdivision Ordinance, as varied by this Agreement, and in substantial compliance with the Preliminary Engineering Plans, as modified by any final engineering plans hereafter approved by the Village for the Subject Property with changes as required. Owner and Developer shall grant or dedicate all easements required by the District or the Village for the construction of the necessary sanitary sewers serving the Subject Property.

9. **Storm Drainage Facilities:** Onsite storm drainage lines and structures (hereinafter referred to as the "Drainage Facilities") and storm water retention and/or detention areas (hereinafter collectively referred to as the "Detention Areas") sufficient to service the Subject Property when developed in accordance with this Agreement shall be constructed (and paid for by Developer) in substantial conformity with the Preliminary Engineering Plans, as modified by any final engineering plans hereafter approved by the Village for the Subject Property with changes as required. Any Drainage Facilities not conveyed to the Village, and all of the Detention Areas, shall be maintained by the Developer, or any successor owner, during the course of development, and thereafter shall be maintained by the owner(s) of the lot upon which such Drainage Facilities or Detention Area is located. The Developer, or any successor owner, providing for the care and maintenance of the Drainage Facilities and/or Detention Area serving the Subject Property shall also provide for the right, but not the obligation or duty, of the Village to enter upon the Subject Property to maintain, repair and/or replace any Drainage Facilities and/or Detention Area if the same is not suitably maintained by the responsible owner, within thirty (30) days after Village provides written notice of same, so that they remain fully operational, provided, however, that in the event a dangerous or unsafe condition arises requiring immediate repairs, the Village reserves the right to enter upon the Subject Property without providing such notice to perform such repairs. If the Village takes, in its sole discretion, any such action, the responsible owner shall immediately upon written demand reimburse the Village for all expenses thereby incurred by the Village, and, if not paid within thirty (30) days, the Village may record a lien for any such unpaid expenses against the Subject Property and foreclose on any such lien.

10. **Easements:** Owner and/or Developer shall provide or obtain all easements, both on-site and off-site (if applicable), which are necessary or appropriate to enable the Subject Property to be properly drained and to receive water, sanitary sewer, electric, telephone, gas, and cable television service, with the Village being named a grantee in all said easements along with the applicable utility companies and cable television operator. The location for all public improvements shall be as approved by the Village and as shown on final engineering plans, to be hereafter approved by the Village. Recordation of the final site plan and final plat of subdivision shall be deemed full compliance with this provision by Owner and Developer.

11. **Billboard Removal:** Unless a government or quasi-government entity acquires the portion of the Subject Property on which the existing outdoor advertising billboard is located, in which case the owner of the Chrisos Property shall have no removal obligation under this Section 11, the owner of the Chrisos Property shall be responsible for the removal of such existing billboard no later than the earlier of (A) one hundred fifty (150) days after the expiration of the existing billboard lease or (B) November 1, 2014. Said removal shall be performed at no cost to the Village.

12. **Contributions:** Due to the non-residential character of the proposed development of the Subject Property, Owner and Developer shall have no obligation to make any contribution, in cash or in land, to the Village on behalf of any school district, park district or library district, provided the Subject Property is developed in substantial conformity with this Agreement or pursuant to such other non-residential development plans as may from time to time be approved by the Village. The foregoing provision shall not eliminate or reduce Owner's and Developer's obligation to pay other fees and charges applicable to the Subject Property as provided in this Agreement. The Owner and Developer shall not be liable to the Village for any fees or contributions including, without limitation, sewer or water recapture fees, connection fees, or other obligations as a result of the connection of the Subject Property to any sewer or water lines, or the financing of any sewer or water lines or sewer treatment and potable water supply facilities and improvements, except as provided in Section 13, below.

13. **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, the Developer agrees to pay the following fees to the Village in connection with the annexation, zoning and development of the Subject Property:

- A. Annexation Fee, included in public hearing petition fee.
- B. Rezoning fee, included in public hearing petition fee.
- C. Watermain recapture fee does not apply.
- D. Sanitary sewer recapture fee does not apply.
- E. Storm sewer recapture fee does not apply.

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 any Village codes and ordinances at the time of application for the respective permits/connections as well as any District fees at the time such fees become due and owing.

14. **Variations and Deviations from Local Codes:** The specific variations and deviations from the Village's ordinances, rules, and codes as set forth in this Section have been requested, approved and shall be permitted with respect to the development, construction, and use of the Subject Property (hereinafter referred to as the "Permitted Variations and Deviations") upon annexation of the Chrisos Property to the Village. In the event there are any variations or deviations that are presently indicated on the Preliminary Plans, but not explicitly stated in this Section, that

shall in no way invalidate or nullify the conditional use for a planned development or the Preliminary Plans. Rather, those variations or deviations that are not so indicated shall nevertheless be considered lawful and approved variations or deviations, as if fully set forth in this Section, without need for further action on the part of the Village unless such variations or deviations were not previously noticed for a public hearing in which case the Village shall be required to hold such hearing prior to granting approval of such variations or deviations. The Permitted Variations and Deviations are as fully set forth on EXHIBIT J, attached hereto and made part hereof.

15. Dedication of Public Improvements: When Owner and/or Developer has completed all required onsite or offsite public improvements, if any, in accordance with applicable provisions of the Subdivision Ordinance, as varied by this Agreement, and the District's rules and regulations and such public improvements shall be subject to the timely inspection and approval of the Village and/or District's Engineer. Upon approval, such public improvements shall be subject to a one (1) year maintenance period. Notwithstanding this Section, Drainage Facilities (unless otherwise conveyed to the Village) and Detention Areas located within the Subject Property shall remain owned by and maintained by the Developer, and any successor owner(s). The acceptance of said public improvements by the Village and/or the District shall not be a condition precedent to the issuance of any building or occupancy permit requested of the Village for the Subject Property.

16. Fire District: By operation of law and in accordance with Illinois Compiled Statutes Chapter 70, Section 705/20, the Chrisos Property shall, upon its annexation to the Village, be disconnected from the fire protection district in which it is located at no cost to the Village. The Village agrees to cooperate with the Owner and the Developer in said disconnection. Developer and/or the successor owner of any lot platted within the Chrisos Property shall be responsible for the disconnection and shall reimburse the Village for any funds expended by the Village, including, but not limited to any payments required by 70 ILCS 705/20(e), any legal fees and litigation costs, relative thereto. The Village shall provide notice to the fire protection district in the manner required by law.

17. Final Engineering Approval: All public improvements to be constructed hereunder or under the Subdivision Ordinance, as varied by this Agreement, and which are to be owned by the Village either before or after its annexation of the Chrisos Property shall be paid for, constructed and installed by Developer in accordance with the Preliminary Engineering Plans, as modified by any final engineering plans hereafter approved by the Village for the Subject Property with changes as required by the Village's Engineer.

18. Special Assessment or Special Service Areas:

A. With regard to the Chrisos Property, Owner and Developer agree that they will not object to the imposition of a special assessment or special service area incorporating the Chrisos Property with respect to the construction of any public improvements affecting the Chrisos Property and which may become necessary at a future date. The assessment formula for any such future special assessment(s) or special service area(s) shall be determined as required by law, taking into

account the relative benefit to the Chrisos Property as a result of the public improvements constructed.

B. With regard to the Centrum Property, the Developer shall retain the right to object, as permitted by law, to the imposition of a special assessment or special service area incorporating the Centrum Property with respect to the construction of any public improvements, other than decorative lighting fixtures for which the Developer agrees not to object, affecting the Centrum Property and which may become necessary at a future date. The assessment formula for any such future special assessment(s) or special service area(s) shall be determined as required by law, taking into account the relative benefit to the Centrum Property as a result of the public improvements constructed.

19. Additional Development Provisions for Parcel C: Notwithstanding any provision of this Agreement to the contrary, the Village and Developer agree as follows:

- A. Restaurant: Parcel C, as depicted on the Preliminary Site Plan, shall be developed with a restaurant of at least five thousand (5,000) gross square feet in size, which may have outdoor seating. The restaurant shall be one of those listed on EXHIBIT K, attached hereto and made part hereof, or one that is of a type similar to those listed on EXHIBIT K. The Village agrees that the footprint of the building on Parcel C, as shown on the Preliminary Site Plan, may be modified to conform to the design of the particular restaurant developed on Parcel C, provided that said footprint shall otherwise conform to the provisions of this Agreement. Notwithstanding the foregoing, in the event the Developer is not able, within _____ months after the date of this Agreement, to enter into a lease or sale contract with a restaurateur that qualifies under the terms of this subsection, the Developer shall have the right to petition the Corporate Authorities for an amendment to the approved planned development to allow for the approval of the development of Parcel C with another use that is permitted in the B-4A District (hereinafter referred to as the "Alternate Use").
- B. Design Standards for Parcel C: The architecture and design theme for the restaurant or Alternate Use on Parcel C, as shown on the Preliminary Site Plan, shall be compatible with the buildings on Parcels A and B as determined by the Village in its sole discretion.

20. Additional Development Provisions for Parcel D: Notwithstanding any provision of this Agreement to the contrary, the Village and Developer agree as follows:

- A. Site Plan Approval: The Village agrees to permit development on Parcel D, as depicted on the Preliminary Site Plan, pursuant to the site plan approval process described in Section 155. 511 of the Zoning Ordinance, the terms and conditions of this Section 20, and, to the extent required, Village approval of any variations or deviations from the Zoning Ordinance not otherwise granted pursuant to Section 14

of this Agreement. In the event that site plan approval for Parcel D is not granted by the time construction of the remaining portion of the Subject Property is substantially underway, said Parcel D shall be graded to a level surface, seeded or paved and maintained in a clean and attractive condition until such time as Parcel D is further developed.

- B. Design Standards for Parcel D: In the site plan approval process described in this Section 20, the Village may consider the compatibility of building design proposed for the development of Parcel D with the building designs used for other buildings within the Subject Property.
- C. Construction of Storage Center: The Developer agrees that the Village shall not be obligated to issue a building permit to construct a storage center on Parcel D as shown on the Preliminary Site Plan until it has applied for and received a building permit to construct a restaurant or an Alternate Use on Parcel C, and the construction of the Parcel C use has begun.

21. Additional Development Provisions for Parcel A: Notwithstanding any provision of this Agreement to the contrary, the Village and Developer agree as follows:

- A. Site Plan Approval: The Village agrees to permit development on Parcel A, with a financial institution (bank) with a companion drive-through facility as depicted on the Preliminary Site Plan. The Village and the Developer agree that the Village shall not be required to issue a building permit (other than sitework, utility and foundation permits which shall be issued upon Developer's application for such permits and satisfaction of Village requirements for the issuance of such permits) for the construction of the principal building on Parcel A until the Developer has:
 - i. Completed all required Drainage Facilities and Detention Areas for the Subject Property; and
 - ii. Applied for a building permit for the construction of a principal building on Parcel B or Parcel C which meets the terms and provisions set forth within the Agreement.
- B. Certificate of Occupancy/Zoning Certificate: The Village and the Developer agree that the Village shall not be obligated to issue a conditional or final Certificate of Occupancy/Zoning Certificate for the occupancy of the principal building on Parcel A, unless:
 - i. All drive aisles, parking areas and parking lot lighting improvements as depicted on EXHIBIT L, attached hereto and made part hereof; to be constructed on Parcels A, B and C, have been completed per the approved final development plans. This provision may be amended by the Village, in

its sole discretion, if it is found that completion of a portion or portions of the parking lot, drive aisles or parking lot lighting will not affect the safe access/egress to and from Parcel A to either driveway entrance to Roosevelt Road.

- ii. Construction activity has commenced on Parcel B or Parcel C, with a principal building as set forth within this Agreement.

22. **Annexation to Lombard Park District:** Owner and Developer agree to petition the Lombard Park District within forty-five (45) days of the annexation of the Chrisos Property, to have the Subject Property annexed to the Lombard Park District upon its annexation to the Village in the event the Subject Property is not currently annexed to said Park District.

23. **General Provisions:**

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

- (1) If to the Village or Corporate Authorities:

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

With a copy to:

- (a) Village Manager
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222
- (b) Director of Community Development
VILLAGE OF LOMBARD

255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

- (c) Thomas P. Bayer
KLEIN, THORPE AND JENKINS, LTD.
20 N. Wacker Drive
Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

- (2) If to Developer:

Centrum Lombard, L.L.C.
c/o Centrum Properties, Inc.
225 W. Hubbard Street, 4th Floor
Chicago, Illinois 60610
Phone: (312) 832-2500
Fax: (312) 923-0984
Attn: General Counsel

With a copy to:

Gerald P. Callaghan
Freeborn & Peters LLP
311 S. Wacker Drive
Suite 3000
Chicago, Illinois 60606
Phone: (312) 360-6000
Fax: (312) 360-6574

- (3) If to Owner:

William C. Chrisos Revocable Living Trust
19W471 Roosevelt Road
Lombard, Illinois 60148

With a copy to:

John C. North
6912 South Main Street

Suite 200
Downers Grove, Illinois 60516
Phone: (630) 969-3903
Fax: (630) 969-3931

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 Rights and Obligations: This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the Parties hereto, and the Parties' successors in interest, assignees, grantees, lessees, and upon any successor municipal authorities of the Village and successor municipalities. The Developer shall be entitled, at its sole discretion, to convey to any related or unrelated party (hereinafter referred to as the "Transferee") an interest in any portion of the Subject Property, or any of the Developer's rights and obligations under this Agreement, without the consent of the Owner or Village. Upon such conveyance, the rights and obligations of the Developer under this Agreement pertaining to such portion of the Subject Property, or the rights and obligations otherwise conveyed, shall be deemed assigned to and assumed by the Transferee and the Developer shall thereupon be released and discharged by the Village from any further obligation pertaining to such identified rights and duties and the Transferee shall thereupon be entitled to exercise such conveyed rights and shall perform such conveyed obligations.
- C. Court Contest: In the event the annexation of the Chrisos Property, the classification of the Subject Property for zoning purposes, or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period provided in subsection 23R below.
- D. Remedies: The Village and Owner and Developer, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party, or their successors or assigns, which default exists uncorrected for a period of thirty (30) days after written notice to any Party to such default, or such longer period if the defaulting Party is diligently pursuing the correction of 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. Development Rights and Conveyances: It is agreed and acknowledged by the Parties that the development rights herein granted are intended for the benefit solely of the Developer and its Transferee(s). Developer agrees that the development rights granted herein with respect to the Chrisos Property shall become effective only upon the acquisition of title to the Chrisos Property by Developer or its Transferee(s). At such time as the Developer or its Transferee(s) acquires title to the Chrisos Property, any provision of this Agreement which is applicable to the Developer, but not to the Owner, shall also be deemed applicable to the owner of the Chrisos Property and shall thereafter be applicable to the Developer and any subsequent owners of the Chrisos Property. Developer or its Transferee(s) shall provide notice to the Village when the acquisition of the Chrisos Property has closed. Nothing contained in this Agreement shall be construed to restrict or limit the right of Owner and/or Developer to sell or convey all or any portion of the Subject Property, whether improved or unimproved, except as otherwise specifically set forth herein.
- 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) Reimbursement of Village Expenses: Owner and Developer, concurrently with the approval of this Agreement, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:
- (a) the costs incurred by the Village for engineering services;
 - (b) all reasonable attorneys' fees incurred by the Village in connection with the preparation and review of this Annexation Agreement and the zoning and subdivision of the Subject Property; and
 - (c) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses;

the sum of which shall not exceed five thousand and no/100 dollars (\$5,000).

(2) From and After Effective Date of Agreement: Except as provided in this subsection, within thirty (30) days following written request by the 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 provided for in subsection (1), including engineering fees, attorneys' fees and out-of-pocket expenses 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.

(3) 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 Developer shall assume, fully and vigorously, with the full cooperation of the Village, the entire defense of such lawsuit and all expenses of whatever nature relating thereto shall be paid by the Developer; provided, however, if a Party, in its sole discretion, determines there is, or may probably be, a conflict of interest between the Party and any other Party to this Agreement, then such Party shall have the option of being represented by its own legal counsel. In the event such Party exercises such option, such Party shall be solely responsible for its own expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by such Party in connection therewith.

(4) In the event a Party institutes legal proceedings against another 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 the nonprevailing 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).

- 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 Developer.
- L. Authorization to Execute: The persons executing this Agreement on behalf of the Owner and Developer warrant that they are lawfully authorized to execute this Agreement on behalf of said Owner and Developer respectively. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Corporate Authorities 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, 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 provided, however, that any amendment affecting only a portion of the Subject Property shall be effective upon the execution of an instrument by and among the Village and the owner of such portion of the Subject Property. Notwithstanding the amendment rights otherwise granted in this Section

23.M, the Owner shall have no right to amend this Agreement without the written approval of the Village and Developer.

- N. Counterparts: This Agreement may be executed in counterparts, each of which taken together, shall constitute one and the same instrument.
- O. Conflict Between the Text and Exhibits: With the exception of the Permitted Variations and Deviations addressed above, in the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of this Agreement shall control and govern.
- 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.
- T. Severability: If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement, or any part thereof.
- U. Force Majeure: In the event the performance of any covenant to be performed hereunder by the Developer is delayed for causes which are beyond the reasonable control of the Developer (which causes shall include, but not be limited to, acts of God, inclement weather conditions, strikes, material shortages, lockouts, acts of civil disobedience and the revocation, suspension or inability to secure any necessary government permit, license or authority) the time for such performance shall be extended by the amount of time of such delay.

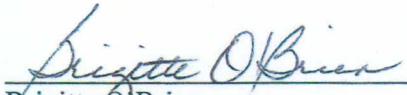
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this Agreement on the day and year first above written.

[SIGNATURE PAGES ATTACHED]

VILLAGE OF LOMBARD, an Illinois
Municipal corporation



William J. Mueller
Village President


Brigitte O'Brien
Village Clerk

DATED: June 19, 2008

1547106v1

DEVELOPER:

Centrum Lombard, L.L.C.

By:  _____

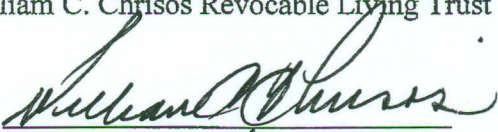
Name: Arthur Slaven

Title: A MANAGER

OWNER:

William C. Chrisos Revocable Living Trust

By:



Name: William C. Chrisos

Title: Trustee

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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

GIVEN under my hand and official seal, this 19th day of June, 2008.

Commission expires June 10, 2009

Barbara A Johnson
Notary Public

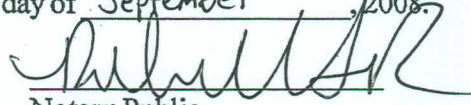


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Arthur Slaven is personally known to me to be one of the managers of CENTRUM LOMBARD, L.L.C. and also personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such manager and that he/she appeared before me this day in person and severally acknowledged that as such manager he/she signed and delivered the said instrument, consenting to its recordation, pursuant to authority given by said trust as their free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 16 day of September, 2008.

Commission expires Feb. 5th, 2012


Notary Public



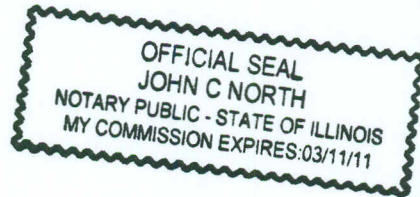
STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named William C Chrisos and _____, are personally known to me to be the trustee and _____ of the WILLIAM C. CHRISOS REVOCABLE LIVING TRUST and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, and that they appeared before me this day in person and severally acknowledged that as such _____ and _____ they signed and delivered the said instrument, consenting to its recordation, pursuant to authority given by said trust as their free and voluntary act, and as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 15 day of Dec, 2008.

Commission expires _____, ____.

[Signature]
Notary Public



SCHEDULE OF EXHIBITS

EXHIBIT A:	Legal Description of Chrisos Property
EXHIBIT B:	Legal Description of Centrum Property
EXHIBIT C:	Preliminary Site Plan
EXHIBIT D:	Preliminary Plat of Subdivision
EXHIBIT E:	Preliminary Landscape Plan
EXHIBIT F:	Preliminary Building Elevations
EXHIBIT G:	Preliminary Engineering Plans
EXHIBIT H:	Preliminary Signage Plans
EXHIBIT I:	[Left intentionally blank]
EXHIBIT J:	Approved Deviations and Variations
EXHIBIT K:	Approved Restaurants
EXHIBIT L:	Parking Lot Improvements on Parcels A-C

EXHIBIT A: LEGAL DESCRIPTION OF CHRISOS PROPERTY

THE WEST 134.5 FEET OF HIGHLAND LANES SUBDIVISION (EXCEPT THE SOUTH 150 FEET THEREOF) IN THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1958 AS DOCUMENT 877665, IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-20-106-051

COMMON ADDRESS: 19W471 Roosevelt Road

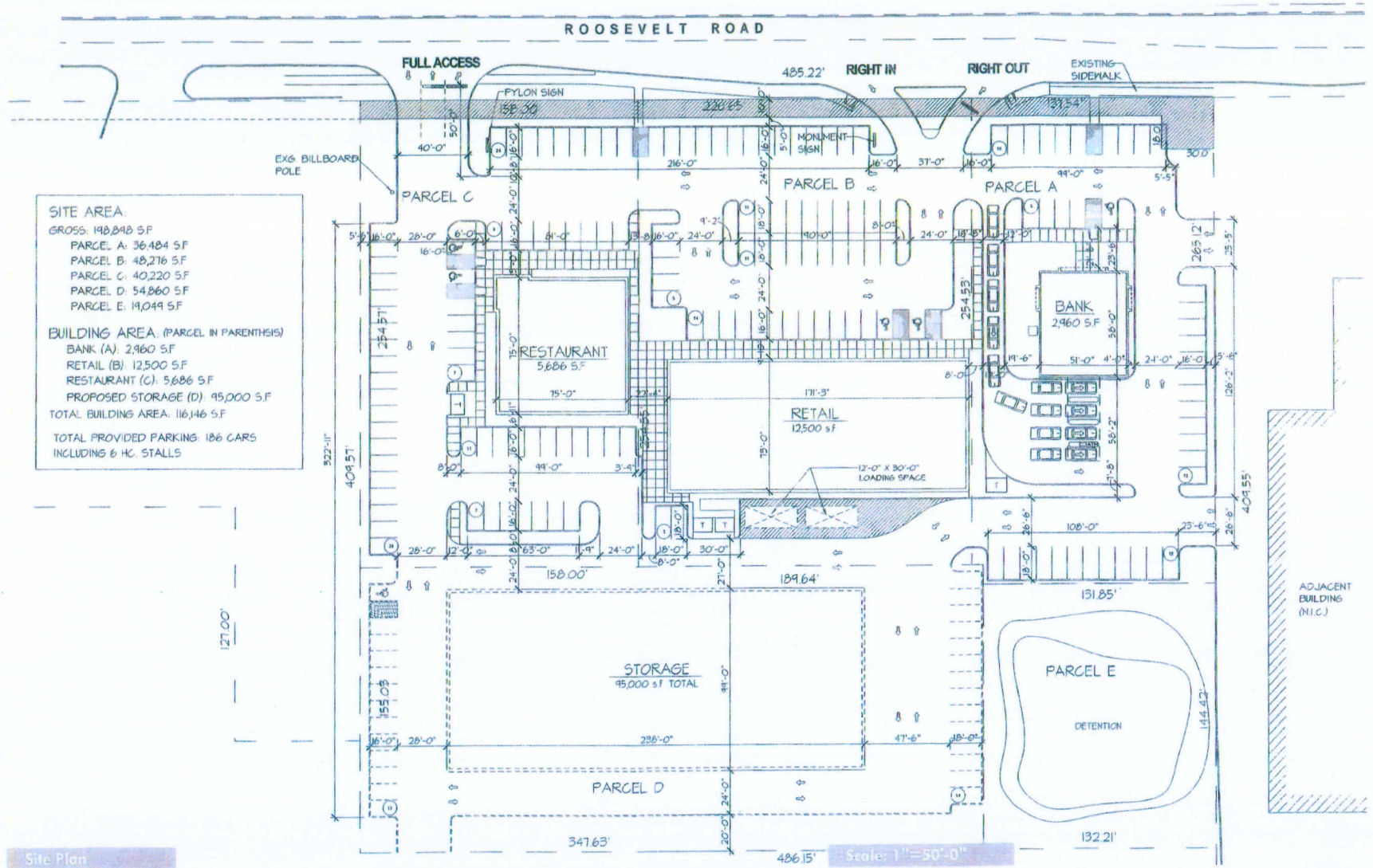
EXHIBIT B: LEGAL DESCRIPTION OF CENTRUM PROPERTY

HIGHLAND LANES SUBDIVISION (EXCEPT THE SOUTH 150 FEET THEREOF AND EXCEPT THE WEST 134.5 FEET) IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1958 AS DOCUMENT 877665, DUPAGE COUNTY, ILLINOIS.

PIN: 06-20-106-050

COMMON ADDRESS: 351 East Roosevelt Road

EXHIBIT C: PRELIMINARY SITE PLAN



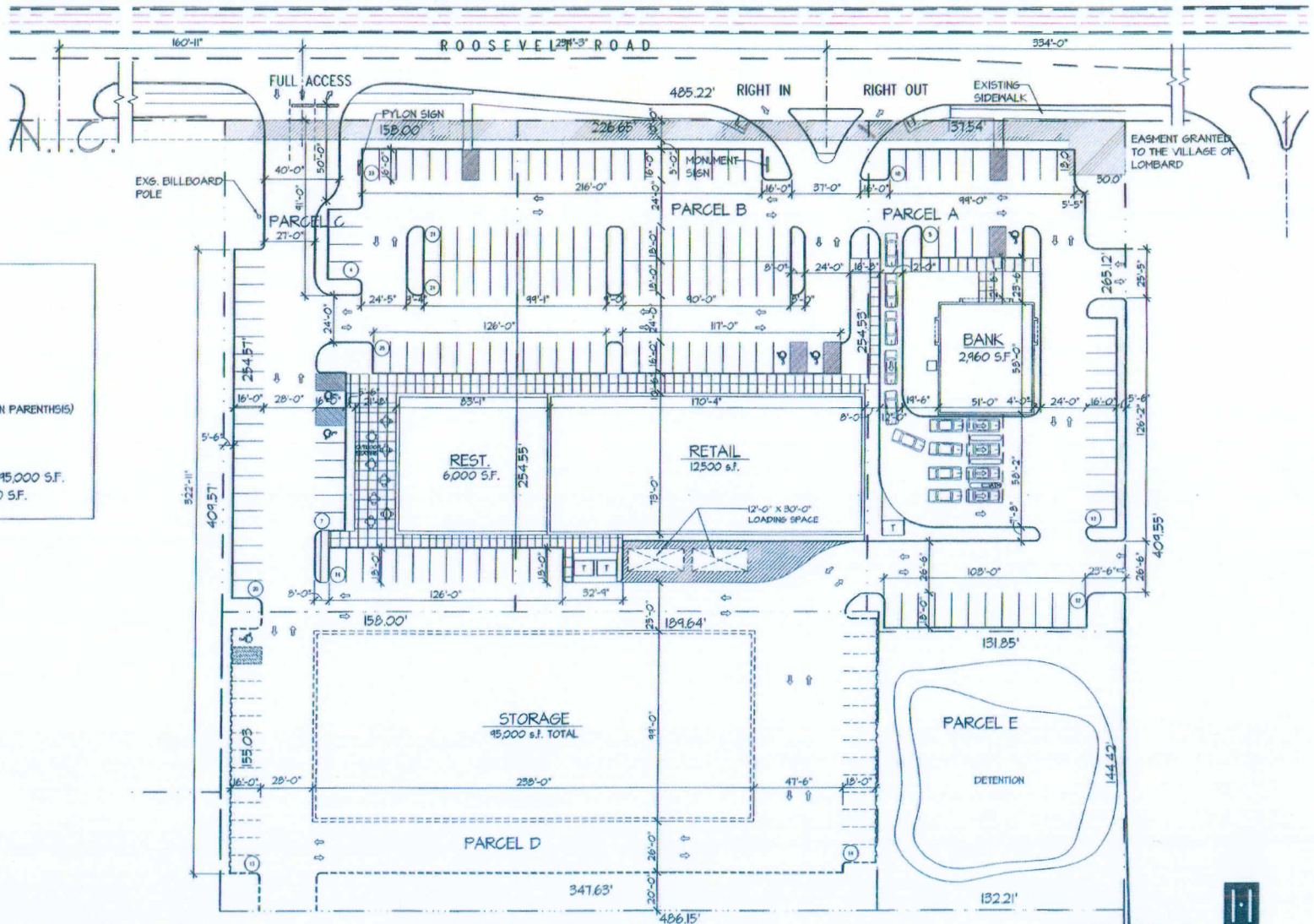
Site Plan

Centrum Properties, Inc.

Preliminary Design
 Lombard Crossings - Site Plan
 Lombard, IL

April 15, 2008
 05039
 hm

Hatch & Associates
 Architecture + Planning



SITE AREA:
 GROSS: 1198,914 S.F.
 PARCEL A: 140,220 S.F.
 PARCEL B: 148,276 S.F.
 PARCEL C: 136,484 S.F.
 PARCEL D: 154,267 S.F.
 PARCEL E: 119,067 S.F.

BUILDING AREA: (PARCEL IN PARENTHESIS)
 BANK (A): 12,960 S.F.
 RETAIL (B): 12,500 S.F.
 REST. (C): 6,000 S.F.
 PROPOSED STORAGE (D): 115,000 S.F.
 TOTAL BUILDING AREA: 116,460 S.F.

PRELIMINARY SITE PLAN - B

LOMBARD CROSSINGS

LOMBARD, IL

CENTRUM PROPERTIES, INC.

1" = 50'

2008-04-28

TSH

05039

HIRSCH ASSOCIATES, LLC

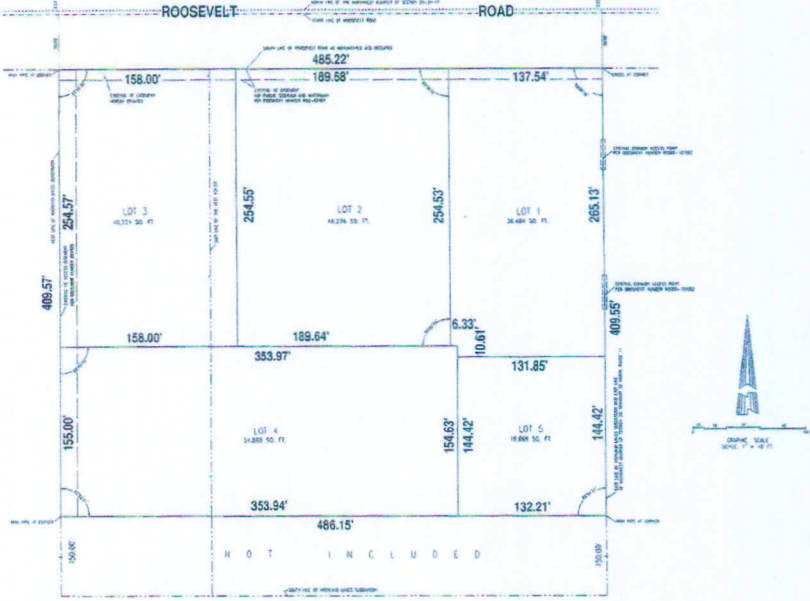


EXHIBIT D: PRELIMINARY PLAT OF SUBDIVISION

LOMBARD CROSSINGS

IN

THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 30 NORTH, RANGE 11 EAST OF THE 9TH MERIDIAN, WISCONSIN



STATE OF WISCONSIN)
COUNTY OF DUNES)
I, the undersigned, being duly qualified, do hereby certify that the above and foregoing plat was prepared by me in conformity with the laws of this State and that it is a true and correct copy of the original survey as shown to me by the owner and that I have examined the same and find it to be a true and correct copy of the original survey as shown to me by the owner.

STATE OF WISCONSIN)
COUNTY OF DUNES)
I, the undersigned, being duly qualified, do hereby certify that the above and foregoing plat was prepared by me in conformity with the laws of this State and that it is a true and correct copy of the original survey as shown to me by the owner and that I have examined the same and find it to be a true and correct copy of the original survey as shown to me by the owner.

STATE OF WISCONSIN)
COUNTY OF DUNES)
I, the undersigned, being duly qualified, do hereby certify that the above and foregoing plat was prepared by me in conformity with the laws of this State and that it is a true and correct copy of the original survey as shown to me by the owner and that I have examined the same and find it to be a true and correct copy of the original survey as shown to me by the owner.

STATE OF WISCONSIN)
COUNTY OF DUNES)
I, the undersigned, being duly qualified, do hereby certify that the above and foregoing plat was prepared by me in conformity with the laws of this State and that it is a true and correct copy of the original survey as shown to me by the owner and that I have examined the same and find it to be a true and correct copy of the original survey as shown to me by the owner.

SUBMITTED BY AND RETURN PLAT TO

VILLAGE OF LOMBARD

DEPARTMENT OF PUBLIC WORKS

215 E WILSON PARKWAY

LOMBARD, WISCONSIN

B. B. SMITH & COMPANY, INC.

SURVEYING ENGINEERS

1401 WILSON AVENUE, EVANSTON, ILLINOIS 60120

TEL. (708) 834-1100 FAX (708) 834-1101

E-MAIL: BSMITH@BSCINC.COM

DATE: 08-14-15

SCALE: AS SHOWN

PROJECT: LOMBARD CROSSINGS

EXHIBIT E: PRELIMINARY LANDSCAPE PLAN

LANDSCAPE REQUIREMENTS ANALYSIS

PARKWAY PLANTING

ROOSEVELT ROAD

LENGTH (LINEAR FEET)	485.22'
NUMBER OF TREES REQUIRED (1 PER 40 LF)	12
NUMBER OF EXISTING TREES TO REMAIN	0
NUMBER OF ADDITIONAL TREES TO BE PROVIDED	12 TREES ARE PROVIDED.

ADDITIONAL TREES BEYOND THIS NUMBER CANNOT BE PROVIDED DUE TO CURB CUTS & SIDEWALK LOCATION.

PERIMETER LOT LANDSCAPING

ROOSEVELT ROAD

LENGTH (LINEAR FEET)	485.22'
NUMBER OF TREES REQUIRED (1 PER 75 LF)	6
NUMBER OF EXISTING TREES TO REMAIN	0
NUMBER OF ADDITIONAL TREES TO BE PROVIDED	6 ADDITIONAL TREES ARE PROVIDED.

WEST PROPERTY LINE

LENGTH (LINEAR FEET)	409.57'
NUMBER OF TREES REQUIRED (1 PER 75 LF)	5
NUMBER OF EXISTING TREES TO REMAIN	0
NUMBER OF ADDITIONAL TREES TO BE PROVIDED	6 ADDITIONAL TREES ARE PROVIDED.

EAST PROPERTY LINE

LENGTH (LINEAR FEET)	409.55'
NUMBER OF TREES REQUIRED (1 PER 75 LF)	5
NUMBER OF EXISTING TREES TO REMAIN	0
NUMBER OF ADDITIONAL TREES TO BE PROVIDED	5 ADDITIONAL TREES ARE PROVIDED.

SOUTH PROPERTY LINE

LENGTH (LINEAR FEET)	485.15'
NUMBER OF TREES REQUIRED (1 PER 75 LF)	6
NUMBER OF EXISTING TREES TO REMAIN	0
NUMBER OF ADDITIONAL TREES TO BE PROVIDED	4 ADDITIONAL TREES ARE PROVIDED.

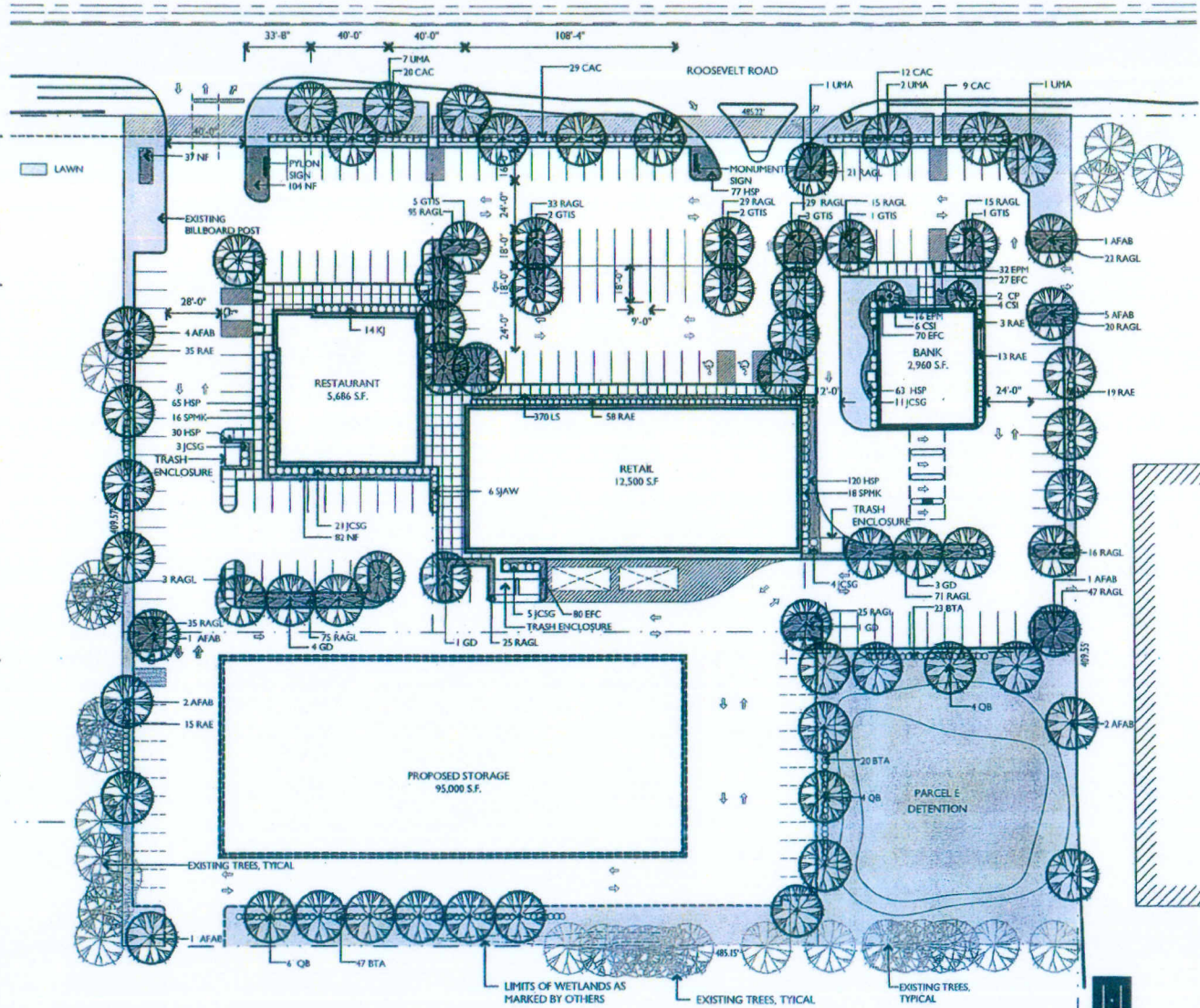
INTERIOR LANDSCAPING

TOTAL PARKING LOT AREA	98,745 SF
INTERIOR LANDSCAPE AREA REQUIRED (5% OF 98,735 SF)	4,936 SF
INTERIOR LANDSCAPE AREA PROPOSED	8,190 SF
NUMBER OF TREES REQUIRED (4,883/120)	41
NUMBER OF EXISTING TREES TO REMAIN	0
NUMBER OF ADDITIONAL TREES TO BE PROVIDED	41

OPEN SPACE

GREEN SPACE	46,201 SF
IMPERVIOUS AREA	152,724 SF
REQUIRED OPENSACE	12.5%
PROPOSED OPEN SPACE (46,201/198,925)	23%

REFER TO THE TREE PRESERVATION PLAN FOR THE EXISTING TREE LOCATIONS.



PRELIMINARY LANDSCAPE PLAN

LOMBARD CROSSINGS

LOMBARD, IL

CENTRUM PROPERTIES, INC.

1" = 50'

2008-03-14

TSH

05039

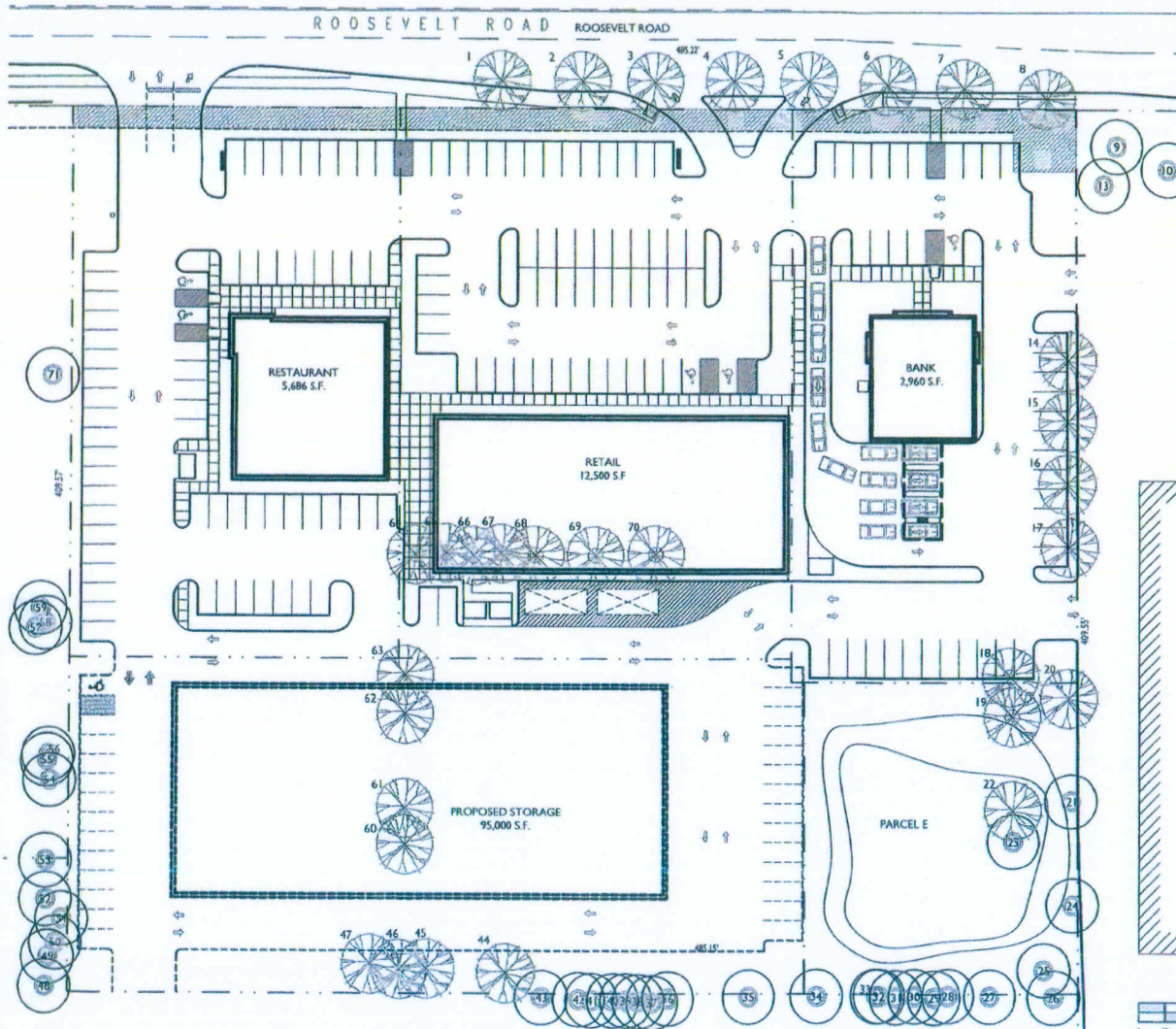
HIRSCH ASSOCIATES, LLC

PLANT LIST

	CODE	BOTANICAL NAME	COMMON NAME	QUANTITY	CALIPER	HEIGHT	SPREAD	ROOT	REMARKS
SHADE TREES	AFAB	ACER X FREEMANII 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	17	2.5"	-	-	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
	GD	GYMNOCADUS DIOICUS	KENTUCKY COFFEETREE	9	2.5"	-	-	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
	GTIS	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SKYLINE'	SKYLINE HONEYLOCUST	15	2.5"	-	-	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
	QB	QUERCUS BICOLOR	SWAMP WHITE OAK	14	2.5"	-	-	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
	UCM	ULMUS CARPINIFOLIA 'MORTON'	ACCOLADE ELM	11	2.5"	-	-	B&B	SINGLE STRAIGHT TRUNK, SPECIMEN QUALITY
ORNAMENTAL TREES	CP	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	2	-	6'-0"	-	B&B	MULTI-STEM, 4-5 STEMS MINIMUM
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
SHRUBS	BTA	BERBERIS THUNBERGII 'AUREA'	AUREA PYGMY BARBERRY	90	-	24"	24"	B&B	3'-0" ON CENTER
	CAC	COTONEASTER ACUTIFOLIUS	PEKING COTONEASTER	70	-	24"	24"	B&B	4'-0" ON CENTER
	CSI	CORNUS SERICEA 'ISANTI'	ISANTI DOGWOOD	10	-	24"	24"	B&B	4'-0" ON CENTER
	KJ	KERRIA JAPONICA 'GOLDEN GUINEA'	GOLDEN GUINEA JAPANESE KERRIA	14	-	24"	24"	#5	4'-0" ON CENTER
	JCSG	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	44	-	24"	24"	#5	4'-0" ON CENTER
	RAE	RIBES ALPINUM 'EUROPA'	EUROPA ALPINE CURRANT	143	-	24"	24"	#5	3'-0" ON CENTER
	SPMK	SYRINGA PATULA 'MISS KIM'	MISS KIM DWARF KOREAN LILAC	16	-	36"	36"	B&B	4'-0" ON CENTER
	SJAW	SPIRAEA JAPONICA 'ANTHONY WATERER'	ANTHONY WATERER SPIREA	24	-	24"	24"	B&B	3'-0" ON CENTER
GROUND-COVER	EFC	EUONYMUS FORTUNEI 'CORATUS'	PURPLE LEAF WINTERCREEPER	177	-	-	-	QT	1'-0" ON CENTER
	RAGL	RHUS AROMATICA 'GROW LOW'	GROW-LOW SUMAC	576	-	-	-	#5	3'-0" ON CENTER
	LS	LIRIOPE SPICATA	CREEPING LILY TURF	370	-	-	-	#1	1'-0" ON CENTER
PERENNIALS	EPM	ECHINACEA PURPUREA 'MAGNUS'	MAGNUS PURPLE CONEFLOWER	48	-	-	-	#1	1'-6" ON CENTER
	HSP	HEMEROCALLIS SP.	DAYLILY	355	-	-	-	#1	1'-6" ON CENTER, USE AN EQUAL MIX OF 'CHERRY CHEEKS', 'CHICAGO FIRE', AND 'MARY TODD'
	NF	NEPETA FAASSENII	CATMINT	223	-	-	-	#1	1'-6" ON CENTER

QUANTITIES ON THE PLANT LIST ARE PROVIDED FOR INFORMATION ONLY. PLANT QUANTITIES UNDER THE CONTRACT ARE INDICATED ON THE PLANS. IN THE EVENT OF ANY DISCREPANCIES, THE CONTRACT SHALL BE BASED ON THE QUANTITIES SHOWN ON THE PLANS.





EXISTING TREE SCHEDULE

NO.	SIZE	SPECIES	CONDITION	REMARKS	NO.	SIZE	SPECIES	CONDITION	REMARKS
1	2"	FLOWERING PEAR	FAIR-POOR	REMOVE	37	H.T.T.	TREE OF HEAVEN	POOR	INVASIVE SPECIES
2	2"	FLOWERING PEAR	FAIR-POOR	REMOVE	38	H.T.T.	TREE OF HEAVEN	POOR	INVASIVE SPECIES
3	2"	FLOWERING PEAR	FAIR-POOR	REMOVE	39	F	TREE OF HEAVEN	POOR	INVASIVE SPECIES
4	2"	TREE W/AC	POOR OVPNH	REMOVE	40	H.T.T.	TREE OF HEAVEN	POOR	INVASIVE SPECIES
5	2"	FLOWERING PEAR	FAIR-POOR	REMOVE	41	H.T.T.	TREE OF HEAVEN	POOR	INVASIVE SPECIES
6	5"	CRABAPPLE	FAIR-POOR	REMOVE	42	H.T.T.	TREE OF HEAVEN	POOR	INVASIVE SPECIES
7	2"	FLOWERING PEAR	FAIR-POOR	REMOVE	43	H.T.T.	TREE OF HEAVEN	POOR	INVASIVE SPECIES
8	6"	CRABAPPLE	FAIR-POOR	REMOVE	44	8"	ASH	FAIR-POOR	REMOVE
9	6"	NORWAY SPRUCE	GOOD		45	3-3"	TREE OF HEAVEN	POOR	INVASIVE SPECIES
10	5"	NORWAY MAPLE	GOOD		46	11"	ASH	FAIR-POOR	REMOVE
11	3"	NORWAY MAPLE	GOOD		47	6"	TREE OF HEAVEN	POOR	INVASIVE SPECIES
12	3"	NORWAY MAPLE	GOOD		48	7"x7"	BOX ELDER / ELP	POOR	INVASIVE SPECIES
13	4-5"	CRABAPPLE	GOOD		49	8"	BOX ELDER / ELP	POOR	INVASIVE SPECIES
14	5"	ASH	FAIR-POOR	REMOVE	50	4"	BOX ELDER / ELP	POOR	INVASIVE SPECIES
15	6"	ASH	FAIR-POOR	REMOVE	51	14"	BOX ELDER / ELP	POOR	INVASIVE SPECIES
16	6"	ASH	FAIR-POOR	REMOVE	52	12"	BOX ELDER / ELP	POOR	INVASIVE SPECIES
17	8"	ASH	FAIR-POOR	REMOVE	53	16"	BOX ELDER / ELP	POOR	INVASIVE SPECIES
18	5"	ASH	FAIR-POOR	REMOVE	54	12"	BOX ELDER / ELP	POOR	INVASIVE SPECIES
19	4"	ASH	FAIR-POOR	REMOVE	55	7"	BOX ELDER / ELP	POOR	INVASIVE SPECIES
20	5"	ASH	FAIR-POOR	REMOVE	56	3"	BOX ELDER / ELP	POOR	INVASIVE SPECIES
21	8"	ASH	FAIR-POOR	REMOVE	57	7"	CRABAPPLE	FAIR-POOR	REMOVE
22	3"	ASH	FAIR-POOR	REMOVE	58	11"	ELM	FAIR-POOR	
23	5"	ASH	FAIR-POOR	REMOVE	59	5-4"	CRAB APPLE	FAIR-POOR	
24	5"	ASH	FAIR-POOR	REMOVE	60	4"	ASH	FAIR-POOR	REMOVE
25	2"	CEDAR	FAIR-POOR	REMOVE	61	6"	ASH	FAIR-POOR	REMOVE
26	3-4"	ELM	FAIR-POOR	REMOVE	62	7"	ASH	FAIR-POOR	REMOVE
27	4-5"	ELM	FAIR-POOR	REMOVE	63	6"	ASH	POOR/BACKED UP	REMOVE
28	3-2"	TREE OF HEAVEN	POOR	REMOVE	64	5"	BLUE SPRUCE	GOOD	REMOVE
29	3-2"	TREE OF HEAVEN	POOR	REMOVE	65	4-3"	CHERRY	GOOD	REMOVE
30	3-2"	TREE OF HEAVEN	POOR	REMOVE	66	6"	BLUE SPRUCE	GOOD	REMOVE
31	3-4"	TREE OF HEAVEN	POOR	REMOVE	67	6"	ASH	GOOD	REMOVE
32	3"	TREE OF HEAVEN	POOR	REMOVE	68	7"	BLUE SPRUCE	GOOD	REMOVE
33	3"	TREE OF HEAVEN	POOR	REMOVE	69	8"	BLUE SPRUCE	GOOD	REMOVE
34	3-4"	TREE OF HEAVEN	POOR	REMOVE	70	5"	NORWAY SPRUCE	GOOD	REMOVE
35	4-2"	TREE OF HEAVEN	POOR	REMOVE	71	7"	BOX ELDER	POOR	INVASIVE SPECIES
36	H.T.T.	TREE OF HEAVEN	POOR	REMOVE					

TREE PRESERVATION PLAN

LOMBARD CROSSINGS

LOMBARD, IL

CENTRUM PROPERTIES, INC.

1" = 50'

2008-03-14

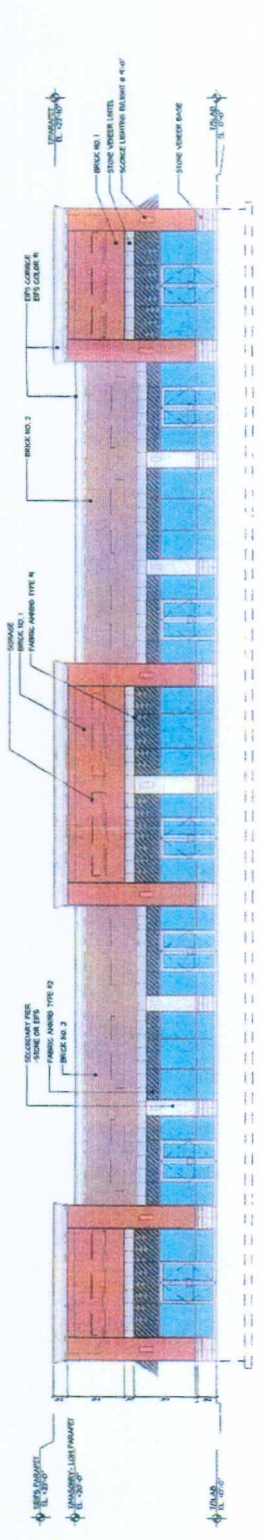
TSH

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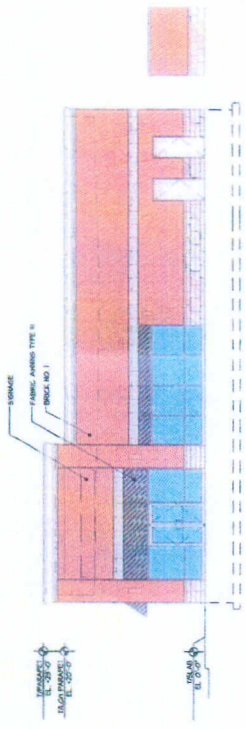
HIRSCH ASSOCIATES, LLC



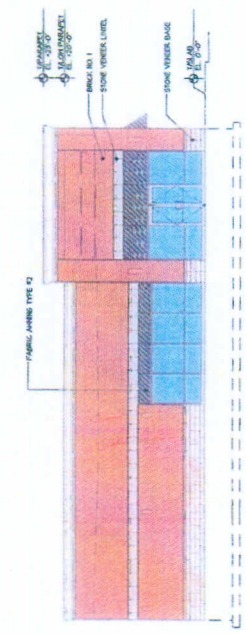
EXHIBIT F: PRELIMINARY BUILDING ELEVATIONS



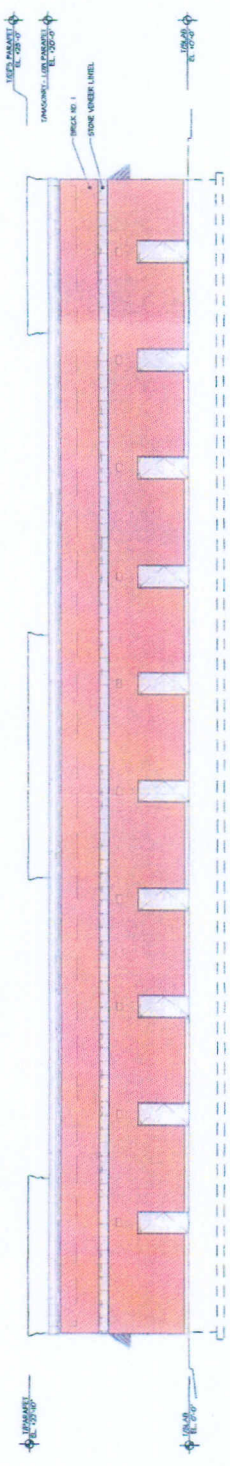
NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION

Scale: 1/16"=1'-0"

April 15, 2008
05039
hm

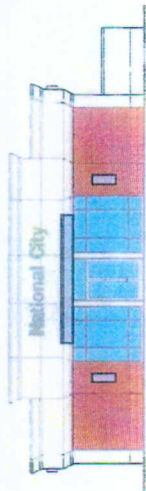
Preliminary Design
Lombard Crossings
Lombard, IL

Centrum Properties, Inc.

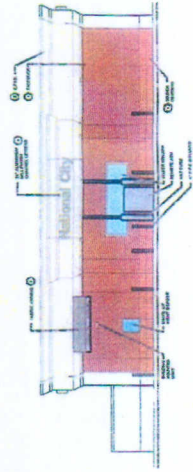


Hillier Associates, Inc.
Architecture + Planning

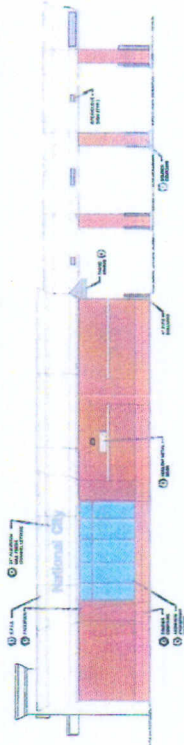




NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

Elevations:



Centrum Properties, Inc.

Preliminary Design
Lombard Crossings -Bank
Lombard, IL

Scale: 1/16" = 1'-0"

April 5, 2008
05039
hm

Hirsch Associates, LLC
Architecture + Planning

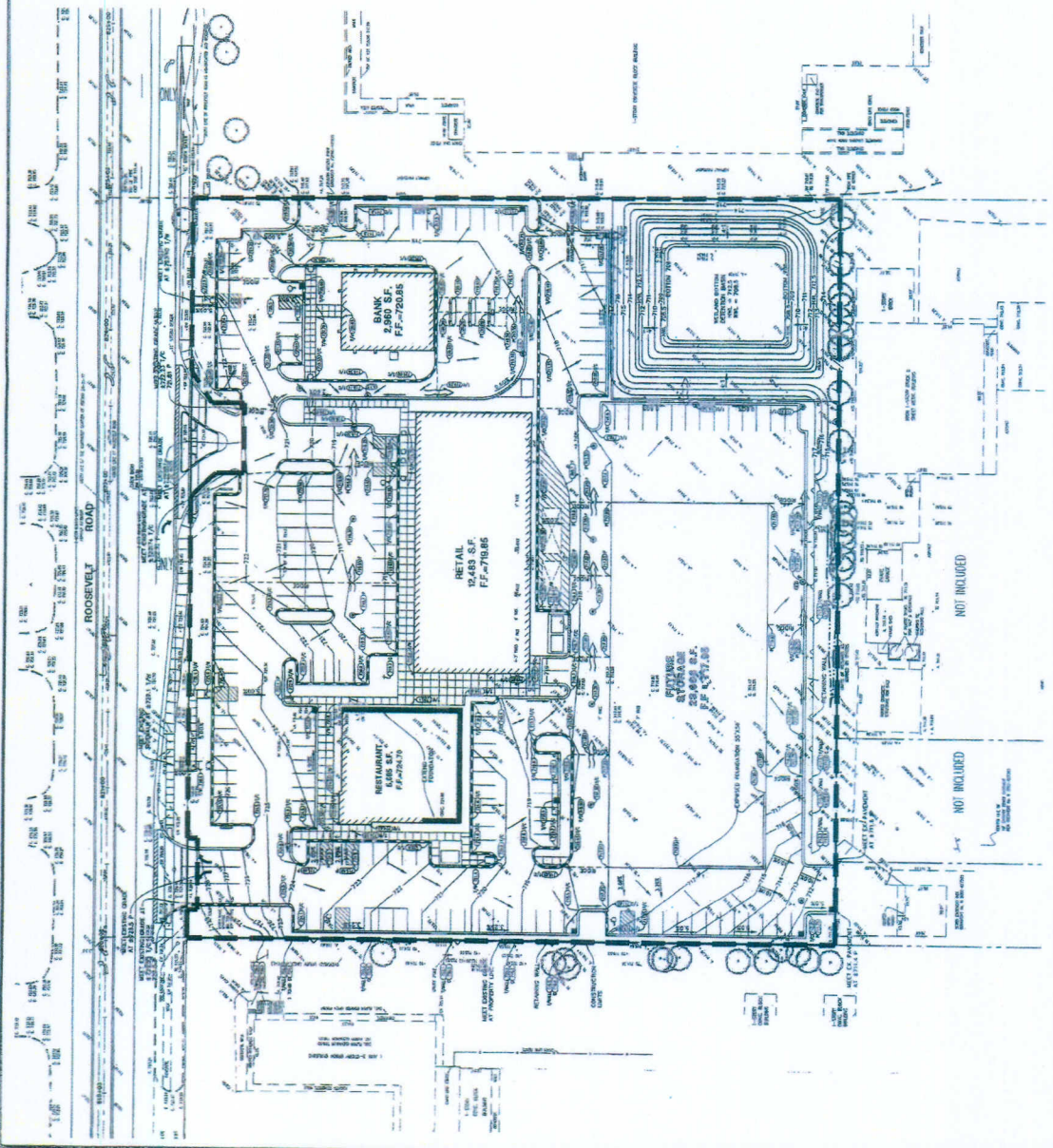
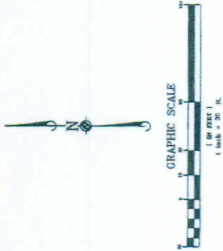


EXHIBIT G: PRELIMINARY ENGINEERING PLANS

LOMBARD CROSSINGS
 VILLAGE OF LOMBARD, ILLINOIS
 PRELIMINARY GRADING PLAN

Manhard
 CONSULTING LTD.
 245 East Madison Street, Suite 200, Lombard, IL 60148
 Phone: 630.261.6600 Fax: 630.261.6601
 Website: www.manhard.com

NO.	DESCRIPTION	DATE	BY



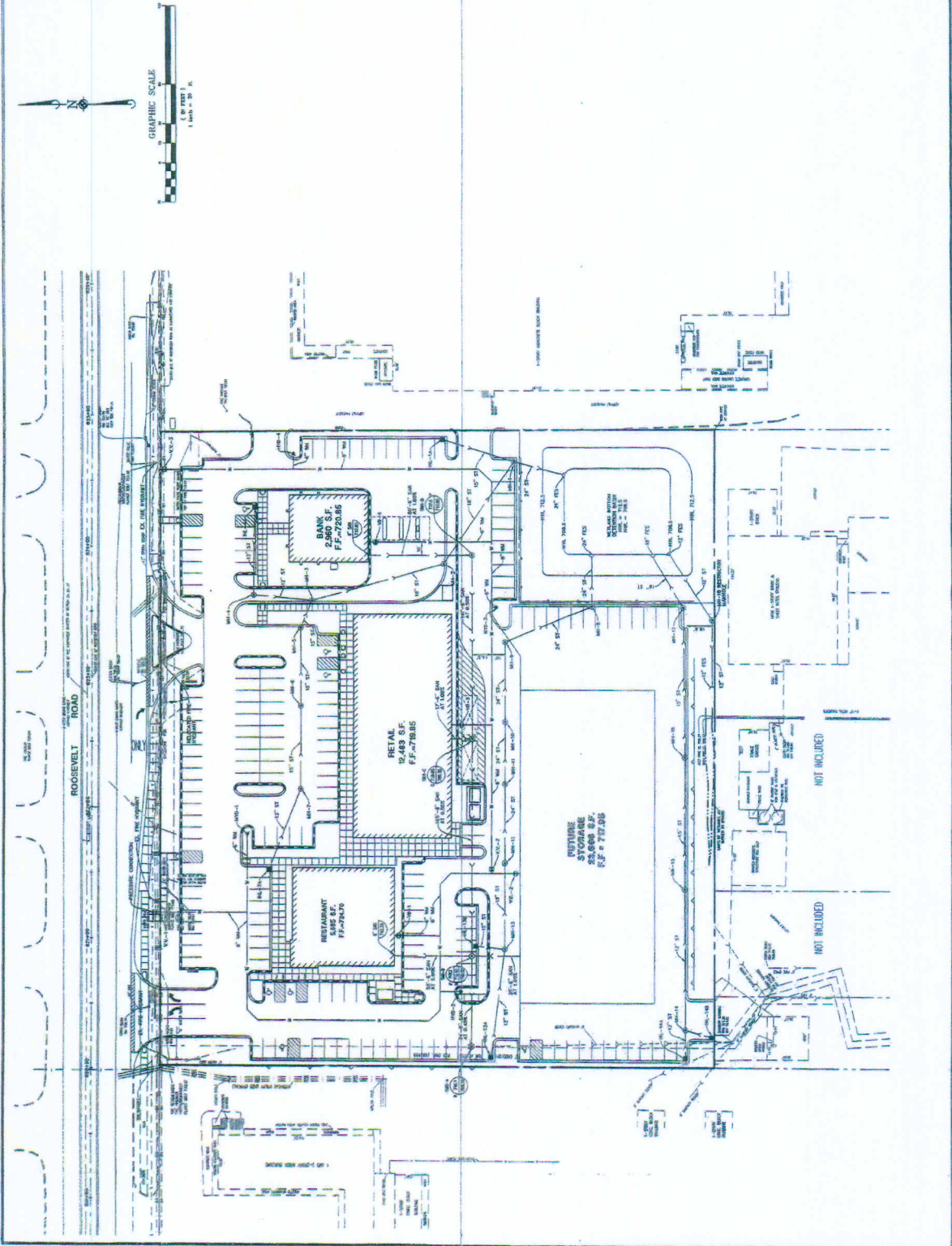
NOT INCLUDED

NOT INCLUDED

DATE	NOV 19 1968
DRAWN BY	J. J. COOPER
CHECKED BY	J. J. COOPER
SCALE	AS SHOWN
SHEET NO.	3 OF 3
PROJECT NO.	6000140
CITY	LOMBARD, ILLINOIS
CLIENT	VILLAGE OF LOMBARD, ILLINOIS
ENGINEER	Manhard Consulting Ltd.
DESCRIPTION	PRELIMINARY UTILITY PLAN

Manhard CONSULTING LTD.
 CONSULTING ENGINEERS, ARCHITECTS & PLANNERS
 1000 WEST WASHINGTON STREET, CHICAGO, ILLINOIS 60610
 PHONE: 312-467-1100

LOMBARD CROSSINGS
VILLAGE OF LOMBARD, ILLINOIS
PRELIMINARY UTILITY PLAN



DATE	NOV 19 1968
DRAWN BY	J. J. COOPER
CHECKED BY	J. J. COOPER
SCALE	AS SHOWN
SHEET NO.	3 OF 3
PROJECT NO.	6000140
CITY	LOMBARD, ILLINOIS
CLIENT	VILLAGE OF LOMBARD, ILLINOIS
ENGINEER	Manhard Consulting Ltd.
DESCRIPTION	PRELIMINARY UTILITY PLAN

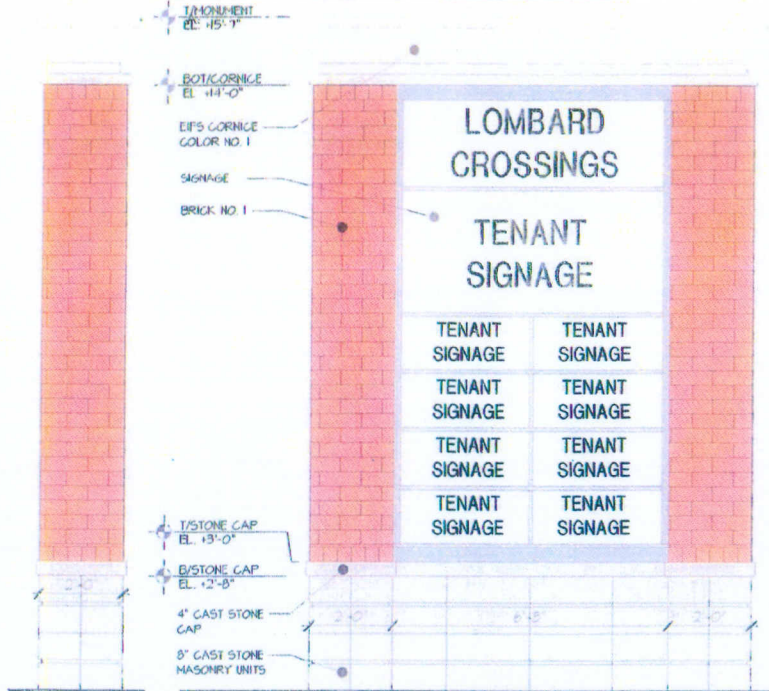
Manhard CONSULTING LTD.
 CONSULTING ENGINEERS, ARCHITECTS & PLANNERS
 1000 WEST WASHINGTON STREET, CHICAGO, ILLINOIS 60610
 PHONE: 312-467-1100

LOMBARD CROSSINGS
VILLAGE OF LOMBARD, ILLINOIS
PRELIMINARY UTILITY PLAN

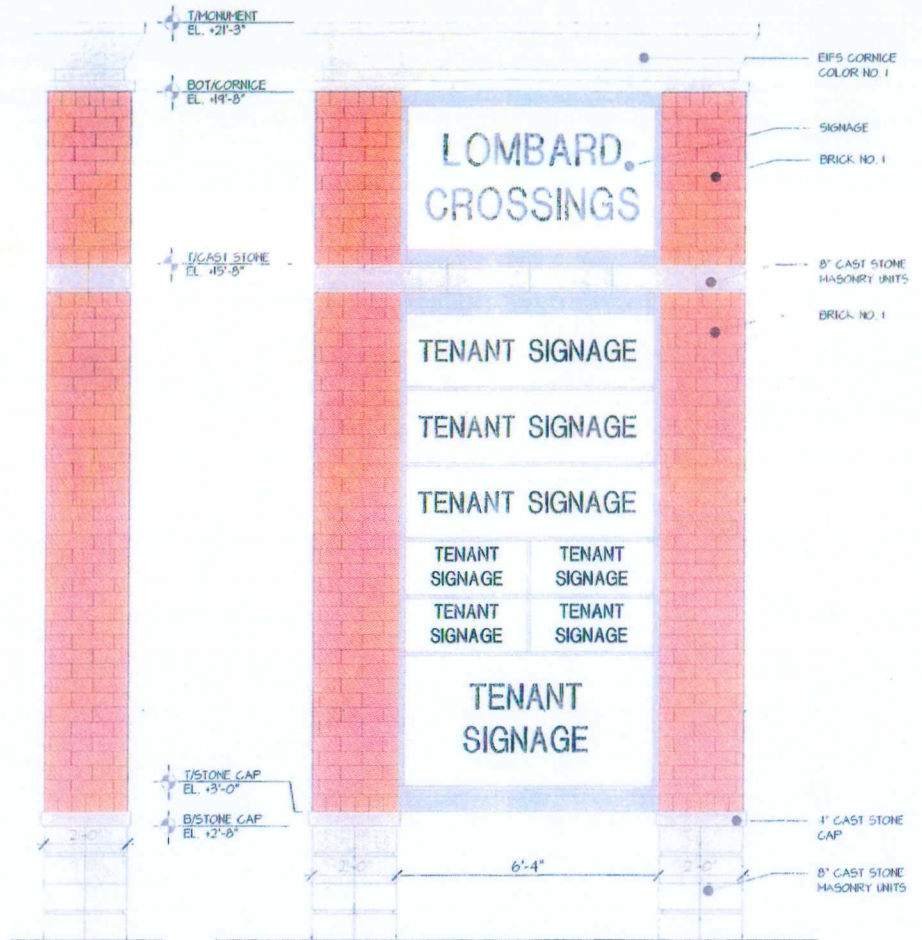
EXHIBIT H: PRELIMINARY SIGNAGE PLANS

MATERIAL SCHEDULE:

BRICK NO. 1:	BY SIOUX CITY BRICK, RED VELOUR
BRICK NO. 2:	BY SIOUX CITY BRICK, DUNES GREY VELOUR
CAST STONE:	BY ARRISCRAFT INTERNATIONAL, RENAISSANCE STONE, SANDRIFT
ANNING:	BY SUNBELLA, UNIFORM/ STANDARD COLOR
STOREFRONT:	MEDIUM BRONZE ANODIZED
E.I.F.S.	BY DRYVIT, COLOR #108 "MANOR WHITE", SANBLAST FINISH
LIGHTING:	WINSCAPE SCENCE LIGHTING BY WINONA



MONUMENT SIGN



PYLON SIGN

Front & Side Elevations

Signage Elevations

Scale: 3/8"=1'-0"

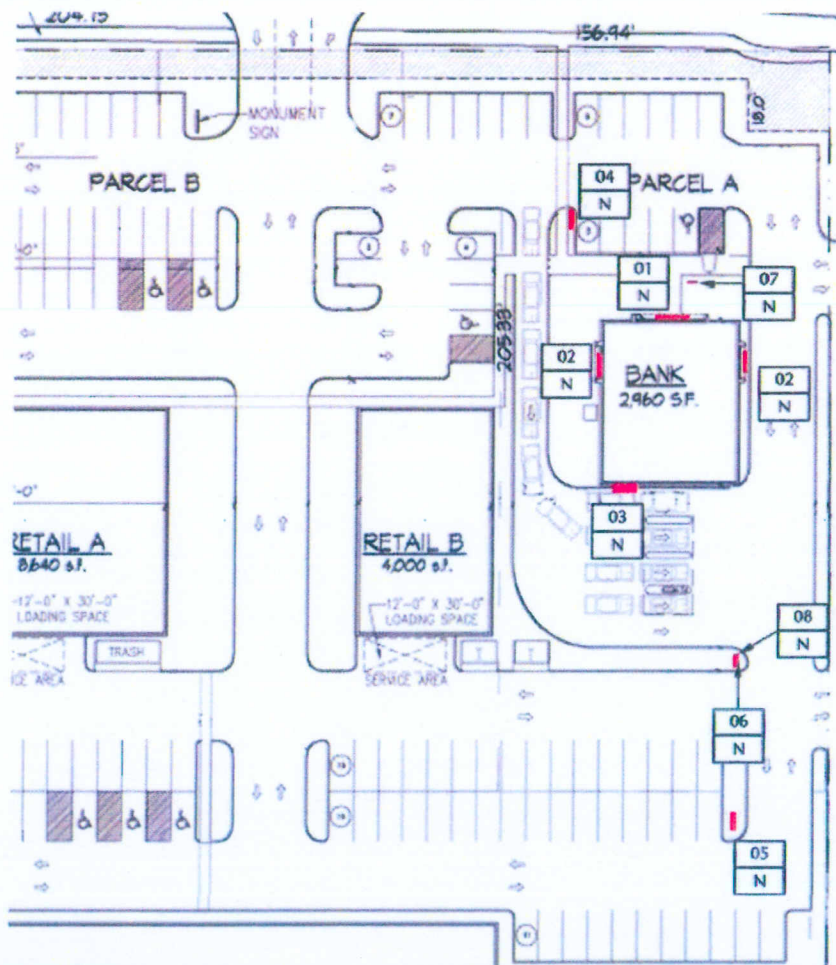


Centrum Properties, Inc.

Preliminary Design
Lombard Crossings - Signage
 Lombard, IL

April 15, 2008
 05039
 hm

Phyllis Associates, Inc.
 Architecture + Planning



LEGEND

SYMBOL	SIGN # ACTION	ACTION CODES
○	OVERVIEW PHOTO	R = REPLACE
◀	SIGN	X = REMOVE
▭	BUILDING	C = CUSTOM
---	PROPERTY LINE	L = LEAVE
▨	RAIL ROAD	N = NEW
▤	FENCE	

IMPORTANT APPROVAL NOTIFICATION

Please review the recommendations shown to determine their compatibility with the conditions of the location in which the product is to be installed and note any changes. Your signature will be considered as your approval of the recommendations shown as accurate and acceptable for those conditions. The colors, styles and graphics shown on this page have been developed from artwork and information supplied by NATIONAL CITY. Please review them carefully to determine their accuracy and note any changes required by your approval, as the project will be produced as approved.

Once approval has been received, you will be held financially responsible for any additional changes or adjustments to the recommended signage.

Authorized Signature: _____

Print Name: _____

Date: ____/____/____

Approved as shown Approved w/ changes noted

CUSTOMER NOTE:

SIGNAGE WILL BE MANUFACTURED AND SHIPPED ONLY AFTER PERMITS ARE OBTAINED FROM SUBCONTRACTOR.

THE LOCAL CONTACT IS RESPONSIBLE FOR PRIMARY ELECTRICAL SERVICE TO THE LOCATION, IF ANY EXISTS.

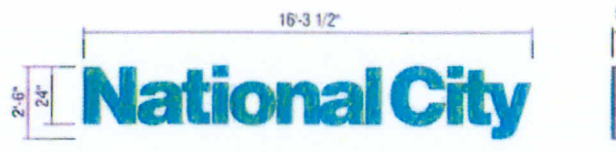
ALL OLD SIGNS WILL BE REMOVED AND DISCARDED.



LOCATION: _____
Lombard, IL

FILE: _____ PAGE: 1 of 6 REVISED: 00-00-00
DATE: 02-15-07 SCALE: As Noted
DRAWN: RDB DIRECTOR: _____





GHG-24 Green Horizontal Illuminated Channel Letters 33 S.F.
 Sign #1 Scale: 1/4" = 1'-0"
 Qty: 1



North Elevation
 Sign #1 Scale: 1/8" = 1'-0"



LEGEND

SYMBOL	SIGN # ACTION	ACTION CODES
○	OVERVIEW PHOTO	R = REPLACE
◀	SHOULDER	X = REMOVE
—	PROPERTY LINE	C = CUSTOM
—	RAILROAD	L = LEAVE
—	PERMITS	N = NEW

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Authorized Signature: _____

Print Name: _____

Date: ____/____/____

Approved as shown Approved w/ changes noted

CUSTOMER NOTE:

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THE LOCAL CONTACT IS RESPONSIBLE FOR PRIMARY ELECTRICAL SERVICE TO THE LOCATION, IF ANY EXISTS.

ALL OLD SIGNS WILL BE REMOVED AND DISCARDED.

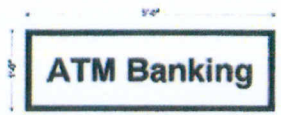
National City

LOCATION: _____
 Lombard, IL

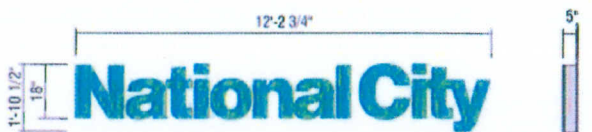
FILE: _____ PAGE 2 of 6 REVISED: 00-00-00
 DATE: 02-15-07 SCALE: As Noted
 DRAWN: RDB DIRECTOR: _____



1419 Eisenhower Ave
 Elk Grove Village
 Illinois 60120



SINGLE-FACED ILLUMINATED
 FABRICATE AND INSTALL SIGN OF ALUMINUM AND GALVANIZED ANGLE.
 FACE TO BE WHITE ACRYLIC WITH COPY APPLIED FIRST TO SURFACE.
 ALL EXPOSED METAL SURFACES TO BE COATED WITH ACRYLIC POLYURETHANE.
 INTERNAL ILLUMINATION TO BE HIGH OUTPUT FLOURESCENT.



GHG-18 Green Horizontal Illuminated Channel Letters 18 S.F.
 Sign #2 Qty: 2 Scale: 1/4" - 1'-0"



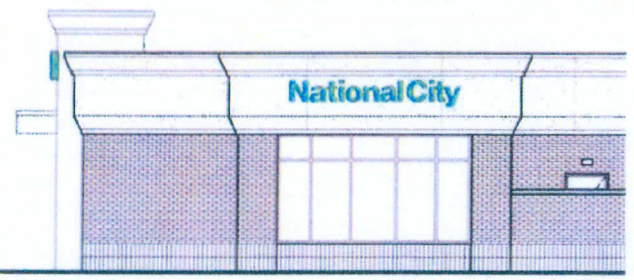
LEGEND

- | | | | |
|---|----------------|---|--------------|
| ○ | SIGN # | → | ACTION CODES |
| ○ | ACTION | → | R = REPLACE |
| ◀ | OVERVIEW PHOTO | | X = REMOVE |
| ■ | SIGN | | C = CUSTOM |
| ▭ | PUBLIC | | L = LEAVE |
| ▭ | PROPERTY LINE | | N = NEW |
| ▭ | RAIL ROAD | | |
| ▭ | FENCE | | |

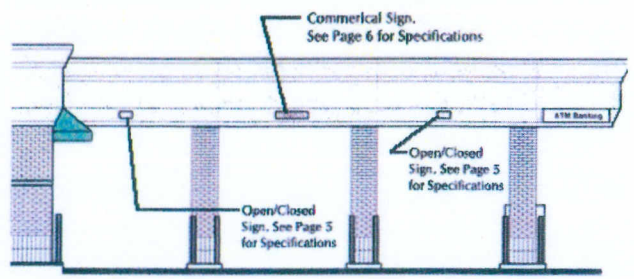
IMPORTANT APPROVAL NOTIFICATION

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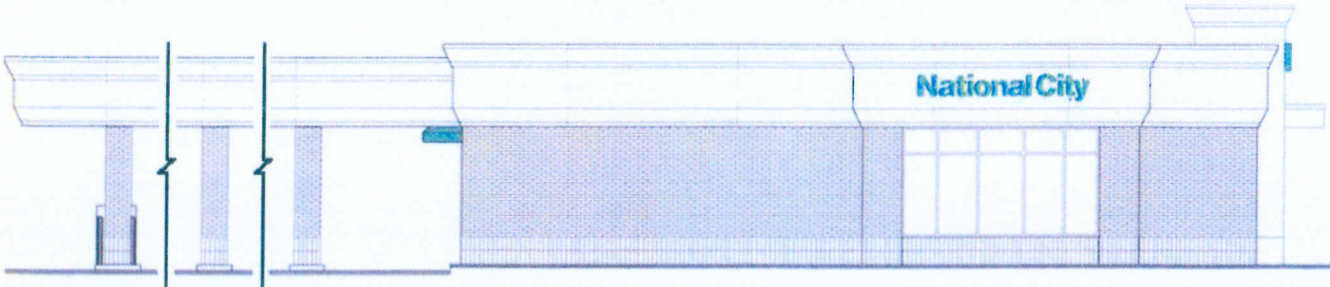
Once approval has been received, you will be held financially responsible for any additional changes or adjustments to the recommended signage.



West Elevation
 Sign #2



Scale: 1/8" - 1'-0"

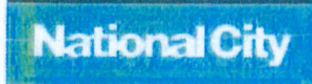


East Elevation
 Sign #2

Scale: 1/8" - 1'-0"

Authorized Signature: _____
 Print Name: _____
 Date: ____/____/____
 Approved as shown Approved w/ changes noted

CUSTOMER NOTE:
 SIGNAGE WILL BE MANUFACTURED AND SHIPPED ONLY AFTER PERMITS ARE OBTAINED FROM SUBCONTRACTOR.
 THE LOCAL CONTACT IS RESPONSIBLE FOR PRIMARY ELECTRICAL SERVICE TO THE LOCATION, IF ANY EXISTS.
 ALL OLD SIGNS WILL BE REMOVED AND DISCARDED.

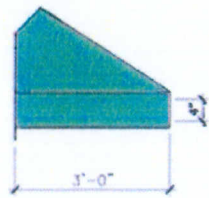
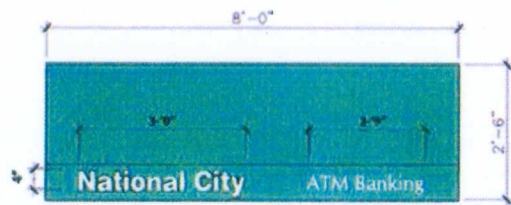


LOCATION: _____
 Lombard, IL

FILE: _____ PAGE 3 of 6 REVISED: 00-00-00
 DATE: 02-15-07 SCALE: As Noted
 DRAWN: RDB DIRECTOR: _____

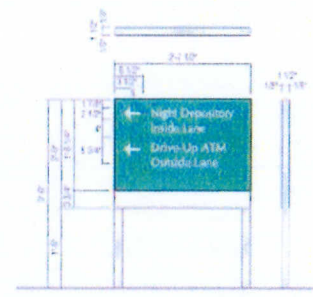


1128 Edwards St.
 4th Floor
 Chicago, IL 60607



Awning
Sign #3

Scale: 1/4" = 1'-0"



K2 S.F. Non-Illuminated Directional 4.9 S.F.

Sign #4 Facing East Scale: 1/2" = 1'-0"



LEGEND

SYMBOL	SIGN # ACTION	ACTION CODES
←	ON-SITE PHOTO	R = REPLACE
→	REPLACE	X = REMOVE
—	SIGN	C = CUSTOM
—	PROPERTY LINE	L = LEASE
—	RAILROAD	R = NEW
—	FENCE	

IMPORTANT APPROVAL NOTIFICATION

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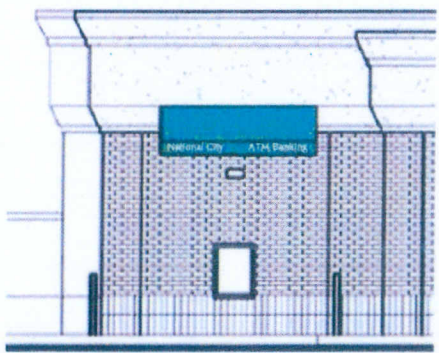
Once approval has been received, you will be held financially responsible for any additional changes or adjustments to the recommended signage.

Authorized Signature: _____

Print Name: _____

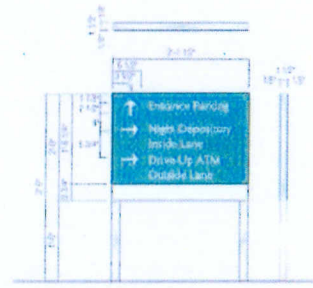
Date: ____/____/____

Approved as shown Approved w/ changes noted



West Elevation

Sign #3



K2 S.F. Non-Illuminated Directional 4.9 S.F.

Sign #4 Facing West Scale: 1/2" = 1'-0"

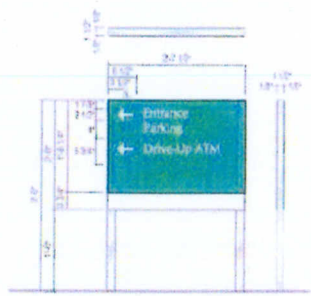
National City

LOCATION: Lombard, IL

FILE: — DATE: 02-15-07 DRAWN: RDB
 PAGE: 4 of 6 SCALE: As Noted DIRECTOR: —
 REVISED: 00-00-00



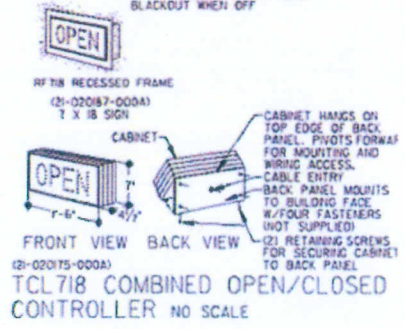
2418 E. Johnson Rd.
 2nd Floor, Suite 100
 Alton, IL 61817



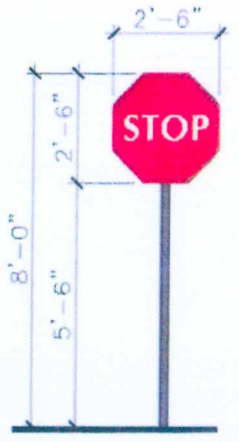
K2 S.F. Non-Illuminated Directional 4.9 S.F.
 Sign #5 Scale: 1/2" = 1'-0"

SPECIFICATIONS

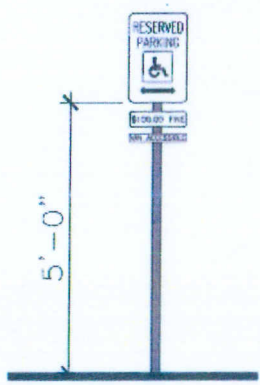
HOUSING MATERIAL: EXTRUDED ALUMINUM
 FINISH: DURABOND BRONZE FINISH
 POWER: 20VAC, 50/60HZ, 0.9 AMP
 POWER USAGE: 6-13 WATTS, 100,000 HOUR CONTINUOUS USE
 LED ILLUMINATED: CIRCUIT BOARD W/LED LAYOUT
 RED = CLOSED, GREEN = OPEN
 BLACKOUT WHEN OFF



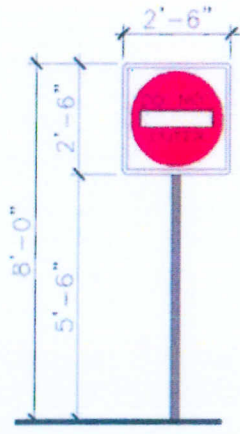
Open/Closed Sign Specifications



IDOT 'Stop' Sign
 Sign #6 Scale: 1/2" = 1'-0"



Handicap Parking Sign
 Sign #7 Scale: 1/2" = 1'-0"



IDOT 'Do Not Enter' Sign
 Sign #8 Scale: 1/2" = 1'-0"



LEGEND

SG	SGN #	ACTION	ACTION CODES
O	OVERVIEW PHOTO	R	REPLACE
X	REMOVE	X	REMOVE
C	CUSTOM	C	CUSTOM
L	LEAVE	L	LEAVE
N	NEW	N	NEW

[Solid line]	BUILDING
[Dashed line]	PROPERTY LINE
[Dotted line]	RAILROAD
[Double line]	FENCE

IMPORTANT APPROVAL NOTIFICATION

Please review the recommendations shown to determine their compatibility with the conditions of the location in which the product is to be installed and note any changes. Your signature will be considered as your approval of the recommendations shown as accurate and acceptable for those conditions. The colors, styles and graphics shown on this page have been developed from artwork and information supplied by NATIONAL CITY. Please review them carefully to determine their accuracy and note any changes required by your approval, as the project will be produced as approved.

Once approval has been received, you will be held financially responsible for any additional changes or adjustments to the recommended signage.

Authorized Signature: _____
 Print Name: _____
 Date: ____/____/____
 Approved as shown Approved w/ changes noted

CUSTOMER NOTE:
 SIGNAGE WILL BE MANUFACTURED AND SHIPPED ONLY AFTER PERMITS ARE OBTAINED FROM SUBCONTRACTOR.
 THE LOCAL CONTACT IS RESPONSIBLE FOR PRIMARY ELECTRICAL SERVICE TO THE LOCATION, IF ANY EXISTS.
 ALL OLD SIGNS WILL BE REMOVED AND DISCARDED.



LOCATION: _____
 Lombard, IL

FILE: _____ PAGE: 5 of 6 REVISED: 00-00-00
 DATE: 02-15-07 SCALE: As Noted
 DRAWN: RDB DIRECTOR: _____



11111 Lombard Rd.
 Elk Grove Village
 Illinois 60120

**Direct-View LED Traffic Controller
TCL734G-150 COMMERCIAL**

ILLUMINATION SOURCE

Super bright, wide-viewing angle LEDs
Available in Red, Amber, Green, Blue and White LEDs
Messages "blink" when turned off eliminating confusion
Long life, up to 100,000+ hours



ELECTRICAL

Integrated total power supply
120V AC, Optional voltage 120V DC, 240V AC, 277V AC
Maximum amps: COMMERCIAL 0.00
UL/CUL Approved for wet locations

CONSTRUCTION

Cabinet - Slim low single piece extruded aluminum housing 2 1/2" deep
Back Panel - 0.067" aluminum with two 7/8" diameter knockouts for electrical connections and four 3/8" knockouts for wall mounting
Face Material - Impact resistant tinted polycarbonate

FINISH

Cabinet - Standard Extruded Bronze
Custom finish colors available upon request

INSTALLATION

Standard Wall Mount: LED is built into rear panel back plate into wall surface, and hinges on back plate allowing easy electrical connection without holding sign. Back is secured to cabinet frame using two screws to complete installation.

OPTIONS

- | | |
|--|---|
| <input type="checkbox"/> Ceiling Mount Bracket | <input type="checkbox"/> 550 Wall Mount Bracket _____ Qty |
| <input type="checkbox"/> Projection Mount Bracket | <input type="checkbox"/> Custom Panel _____ Qty |
| <input type="checkbox"/> Dual Angle Mount Bracket | <input type="checkbox"/> RF Remote |
| <input type="checkbox"/> Projection Double Post Mount _____ Length | <input type="checkbox"/> Flasher Unit _____ PLS _____ PLS |
| <input type="checkbox"/> Single Post Mount _____ Length | <input type="checkbox"/> Photo Electric Sensor |
| <input type="checkbox"/> Double Post Mount _____ Length | <input type="checkbox"/> Press Button |
| <input type="checkbox"/> Recessed Frame Mount | <input type="checkbox"/> Flashing Beacon _____ Qty |
| <input type="checkbox"/> Ribbon Panel _____ Qty | <input type="checkbox"/> Switches _____ Gang _____ Qty |
| | Assistant 1, 2, 3, 4, 5, 6, 7, 8, 9 gang |

SIGNAL TECHNOLOGIES, INC.
4885 Pittsburgh Ave
Pine, PA 16109-4206
Phone: 877 / 847-9900
Fax: 814 / 835-2350
Email: sales@signal-tech.com
Online: www.signal-tech.com

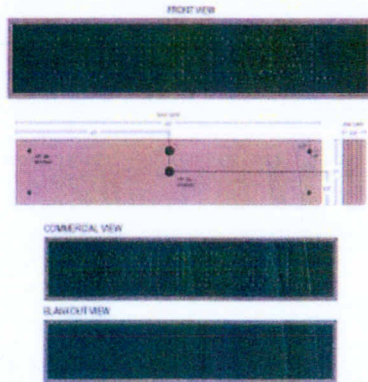


Proudly Made in the USA

Product View

Scale: 1"=8" Copyright © 2005 Signal Technologies, Inc. 001205-2144.02

NOTE: Sign image may not exactly represent the finished product. For illustration purposes only.



MODEL NUMBER

TCL734G-150

CABINET DIMENSIONS

7" H x 34" L x 2.5" D

LIGHT SOURCE

Direct-View LEDs

MESSAGE

COMMERCIAL

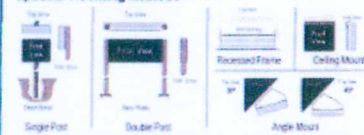
COLOR

Green

CHARACTER HEIGHT

3.5"

Optional Mounting Methods



Optional Switches and Switchplates



LEGEND

- | | | | |
|----|----------------|--------|--------------|
| ST | SIGN # | ACTION | ACTION CODES |
| C | OVERVIEW PHOTO | | R = REPLACE |
| | SIGN | | X = REMOVE |
| | BUILDING | | C = CUSTOM |
| | PROPERTY LINE | | L = LEAVE |
| | RAIL ROAD | | H = NEW |
| | FENCE | | |

IMPORTANT APPROVAL NOTIFICATION

Please review the recommendations shown to determine their compatibility with the conditions of the location in which the product is to be installed and note any changes. Your signature will be constituted as your approval of the recommendations shown as accurate and acceptable for those conditions. The colors, styles and graphics shown on this page have been developed from artwork and information supplied by NATIONAL CITY. Please review them carefully to determine their accuracy and note any changes required by your approval, as the project will be produced as approved.

Once approval has been received, you will be held financially responsible for any additional changes or adjustments to the recommended signage.

Authorized Signature: _____

Print Name: _____

Date: ____/____/____

Approved as shown Approved w/ changes noted

CUSTOMER NOTE:

SIGNAGE WILL BE MANUFACTURED AND SHIPPED ONLY AFTER PERMITS ARE OBTAINED FROM SUBCONTRACTOR.

THE LOCAL CONTACT IS RESPONSIBLE FOR PRIMARY ELECTRICAL SERVICE TO THE LOCATION, IF ANY EXISTS.

ALL OLD SIGNS WILL BE REMOVED AND DISCARDED.

Commercial Sign Specifications

National City

LOCATION: _____
Lombard, IL

FILE: _____ PAGE: **6 of 6** REVISED: 00-00-00
DATE: 02-15-07 SCALE: As Noted
DRAWN: RDB DIRECTOR: _____



EXHIBIT I:
[LEFT INTENTIONALLY BLANK]

EXHIBIT J: APPROVED DEVIATIONS AND VARIATIONS

NOTE: ALL PARCEL DESIGNATIONS ON THIS EXHIBIT J ARE TO THE PARCELS AS SHOWN ON THE PRELIMINARY SITE PLAN ATTACHED AS EXHIBIT C TO THIS AGREEMENT TO WHICH THIS EXHIBIT IS ALSO ATTACHED.

1. Parcel A
 - a. Conditional uses pursuant to Sections 155.417(G)(2)(b)(2) and 155.417(G)(2)(b)(6) of the Zoning Ordinance for a bank/financial institution with a drive-through facility;
 - b. A deviation from Section 153.505(B)(19)(a)(2) of the Sign Ordinance to allow for more than one (1) wall sign per street frontage;
 - c. A deviation from Section 155.417(G)(3) of the Zoning Ordinance to reduce the minimum lot area from forty thousand (40,000) square feet to thirty-six thousand four hundred (36,400) square feet;
 - d. A deviation from Section 155.417(G)(4) of the Zoning Ordinance to reduce the minimum lot width from one hundred fifty (150) feet to one hundred thirty-seven (137) feet.
2. Parcel B
 - a. A conditional use pursuant to Section 155.417(G)(2)(c)(7) of the Zoning Ordinance for a shopping center, consisting of more than one (1) principal business on a zoning lot;
 - b. A deviation from Section 155.417(G)(5)(c) of the Zoning Ordinance reducing the required east interior side yard setback from ten feet (10') to one foot (1').
3. Parcel C
 - a. A conditional use pursuant to Section 155.417(G)(2)(a)(5) of the Zoning Ordinance for a restaurant outside service/dining area;
 - b. A deviation from Section 153.505 (B)(19)(a)(2) of the Sign Ordinance to allow for more than one (1) wall sign per street frontage;
 - c. A deviation from Section 155.417(G)(5)(c) of the Zoning Ordinance reducing the required east interior side yard setback from ten feet (10') to five feet (5').
4. Parcel D

- a. A deviation from Section 154.506 (D) of the Subdivision and Development Ordinance to allow for a lot without public street frontage;
 - b. A planned development use exception for a storage center in the B-4A District with a variation from Section 155.508 (B)(3) of the Zoning Ordinance to allow a use exception to exceed forty percent (40%) of the total floor area for the overall planned development.
5. Parcel E
- a. A conditional use pursuant to Section 155.417(G)(2)(c)(6) of the Zoning Ordinance for a four (4) story building, between forty (40) and forty-five (45) feet in height;
 - b. A deviation from Section 154.506 (D) of the Subdivision and Development Ordinance to allow a lot without public street frontage;
 - c. A deviation from Section 154.507 (D) of the Subdivision and Development Ordinance requiring an outlot to have at least thirty feet (30') of frontage along a public street;
 - d. A deviation from Section 155.417 (G)(3) of the Zoning Ordinance to reduce the minimum lot area from forty thousand (40,000) square feet to nineteen thousand (19,000) square feet for a detention outlot; and
 - e. A deviation from Section 155.417 (G)(4) of the Zoning Ordinance to reduce the minimum lot width from one hundred fifty (150) feet to one hundred thirty-one (131) feet.
6. For each lot, grant a variation from Sections 155.706 (C) and 155.709 (B) of the Zoning Ordinance to reduce the required perimeter parking lot landscaping and perimeter lot landscaping from five feet (5') to zero feet (0') to provide for shared cross-access and parking.
7. Grant a variation from Sections 155.417 (G)(7) and (9) of the Zoning Ordinance to eliminate the ten percent (10%) open space requirement for individual lots.
8. Approve the following Sign Ordinance deviations:
- a. A deviation from Section 153.235 (A) to allow for two (2) shopping center signs, where one is permitted;
 - b. A deviation from Section 153.235 (E) to allow for shopping center signs to be located closer than two hundred fifty (250) feet from each other; and

- c. A deviation from Section 153.234 (F) to allow for free-standing signs to be located closer than seventy-five feet (75') from the center line of the adjacent right-of-way.

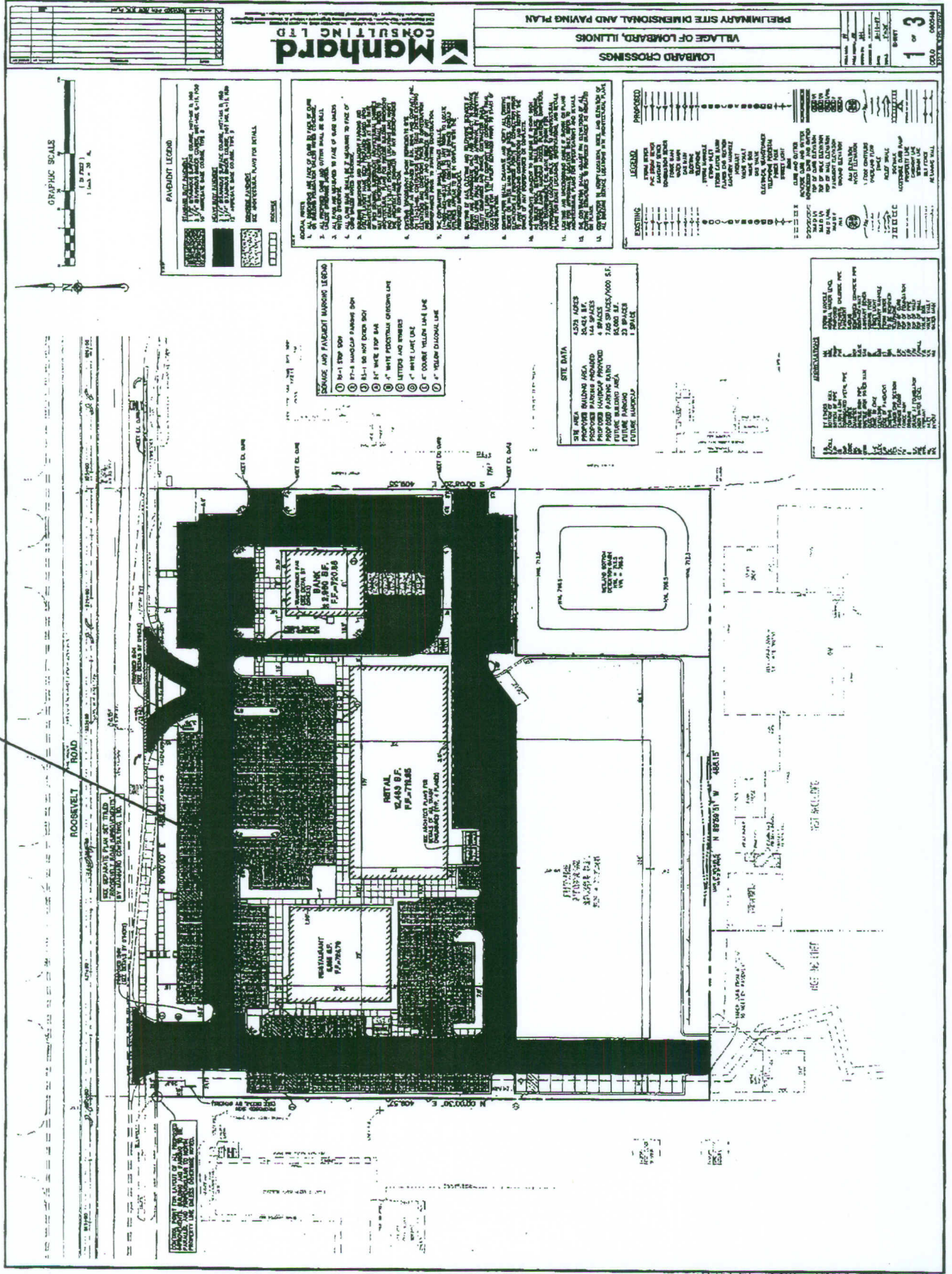
EXHIBIT K: APPROVED RESTAURANTS

Ala Carte Entertainment	Hackney's
Alumni Club	Goose Island Brewery
Applebee's	Greek Islands
Aurelio's	Home Run Inn
Bahama Breeze	Hooters
Bandana's BBQ	Houlihan's
Barnaby's	Houston's
BD's Mongolian Barbeque	IHOP
Beef O Brady's	India House
Ben Pao	J.Alexander's
Bennigan's	Johnny Rockets
Biaggi's	Lalo's
Big Bowl	Le Peep
Billy Goat's Tavern	Leona's Restaurants
Black Angus Steakhouse	Longhorn Steakhouse
Boston Blackies	Macaroni Grill
Boston Pizza	Max and Benny's
Buca Di Beppo	Max and Erma's
Buffalo Wild Wings	Monical Pizza
Buona Restaurant	Moretti's
California Pizza Kitchen	Nancy's Pizza
Capital Grille	Old Chicago
Carrabba's Italian Grill	Olive Garden
Champ's	Omega
Chili's	Original Pancake House
Chipotle	Outback Steakhouse
Colonial Café	Pepe's
Damon's Grill	PF Chang's
Danby Station	Portillo's
Darden Restaurants	Red Lobster
Dick's Last Resort	Red Robin
Ed Debevic's	Reza's
Eduardo's	Rock Bottom Brewery
Egg Harbor Café	Ron of Japan
Eggsperience Café	Sam Houston's
Elephant Bar	Texas Roadhouse
Famous Dave's	TGI Friday's
First Watch	The Melting Pot
Flat Top Grill	Tilted Kilt
Fogo De Chao	Uno's
Fox and Hound	Waffle House
Fuddruckers	Walker Brothers
Gino's East	
Giordano's	

EXHIBIT L:

PARKING LOT IMPROVEMENTS ON PARCELS A-C

Drive aisles, parking areas
and parking lot lighting improvements

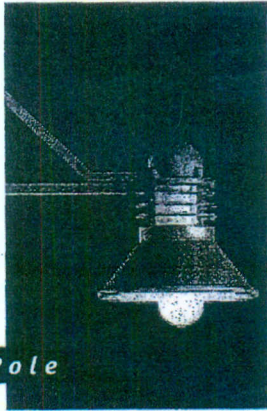


SEVILLE G

Geometric bracket smoothly transitions to the slotted upper housing of this luminaire. Optics are translucent jar or segmented, horizontal lamp reflector with clear dropped lens. All luminaires finished on the inside with high reflectance white paint to enhance performance. Luminaire, pole and

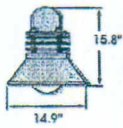
wall mountings are matched for proportion. Stepped steel pole features double welded transition and flush hand hole. Choice of metal halide and high pressure sodium lamps. Standard finish is automotive quality enamel in silver grey. Special colors available.

A - SINGLE POLE MOUNT

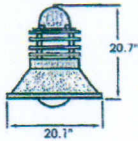


Pole

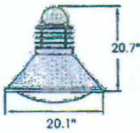
SVG380



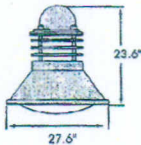
SVG510J



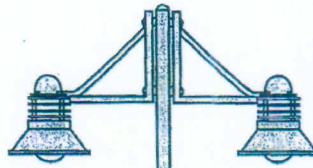
SVG510D



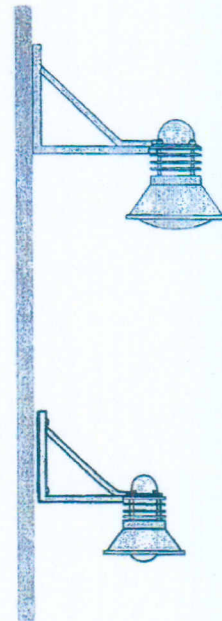
SVG700



B - TWIN POLE MOUNT



C - WALL MOUNT



SEVILLE G MODEL INFORMATION

Model	Lamp	Pole	Mounting
SVG380	70 MH/HPS	12' - 14'	A-B-C
SVG510D	100 MH/HPS	14' - 16'	A-B-C
SVG510J	100 MH/HPS	14' - 16'	A-B-C
SVG700	175 MH/150 HPS	16' - 24'	A-B-C



Specifications subject to change without notice.
Photometric data - See Technical Section.
Pole dimensions are nominal

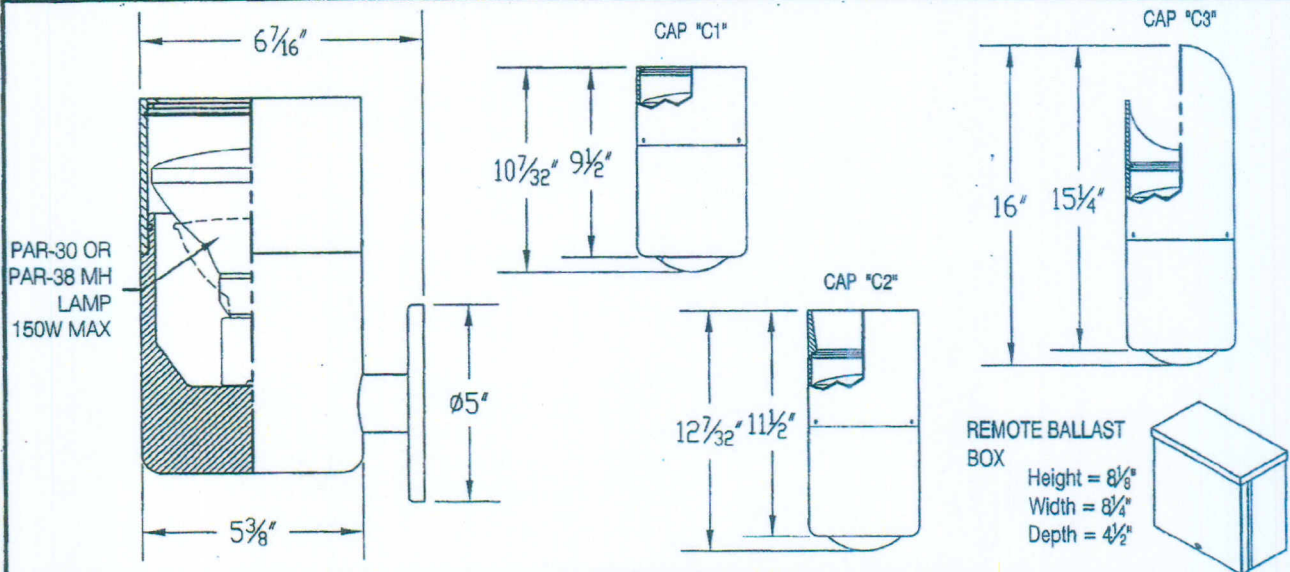
hessamerica

P.O. Box 430
Shelby, NC 28151
Phone: 704.471.2211 Fax: 704.471.2255
www.hessamerica.com

WINSCAPE™ SUBMITTAL - OXFORD SERIES

PROJECT NAME: _____

TYPE: _____



PROJECT SPECIFICATION

OX _____

1. LAMP

- 72 = 35W PAR30MHVSP10
- 73 = 35W PAR30MHFL30
- 74 = 70W PAR30MHVSP10
- 75 = 70W PAR30MHFL40
- 76 = 70W PAR38MHVSP15
- 77 = 70W PAR38MHFL30
- 78 = 70W PAR38MHVFL65
- 79 = 100W PAR38MHVSP15
- 80 = 100W PAR38MHFL30
- 81 = 100W PAR38MHVFL65
- 82 = 150W PAR38MHVSP20
- 83 = 150W PAR38MHFL35
- 84 = 150W PAR38MHVFL65
- 96 = NO LAMP, 35/39 WATT BALLAST
- 97 = NO LAMP, 70 WATT BALLAST
- 98 = NO LAMP, 100 WATT BALLAST
- 99 = NO LAMP, 150 WATT BALLAST

2. VOLTAGE

- UB = UNIVERSAL BALLAST
- 120V = 120 VOLT (150W ONLY)
- 208V = 208 VOLT
- 240V = 240 VOLT
- 277V = 277 VOLT (150W ONLY)

3. ACCESSORY LENS

- L0 = NONE
- L1 = PRISMATIC
- L2 = LINEAR
- L3 = SOFTENING

4. FINISH COLOR

- BKS = BLACK SMOOTH
- BKT = BLACK TEXTURED
- BRS = BRONZE SMOOTH
- BRT = BRONZE TEXTURED
- WHS = WHITE SMOOTH
- WHT = WHITE TEXTURED
- SIS = SILVER SMOOTH
- IVS = IVORY SMOOTH
- CHS = CHROME SMOOTH
- NBS = NATURAL BRONZE
- VET = VERDE TEXTURED
- SAT = SAND TEXTURED
- SPF = STANDARD POWDER -COAT T.B.D.
- CPF = CUSTOM FINISH

5. COLOR FILTER

- F0 = NONE
- FM = MERCURY VAPOR
- FR = RED
- FRD = RED DICHROIC
- FP = PINK
- FA = AMBER
- FG = GREEN
- FGD = GREEN DICHROIC
- FLB = LIGHT BLUE
- FMB = MED BLUE
- FMBD = MED BLUE DICHROIC

6. SHIELDING

- SH0 = NONE
- SH6 = HONEYCOMB LOUVER

7. CAP STYLE

- C1 = SHORT FLUSH
- C2 = LENS RECESSED
- C3 = 45° CUTOFF

8. SPECIAL

- STD = STANDARD
- MOD = MODIFIED

MODIFICATION DESCRIPTION:
(IF NEEDED) _____

SPECIFICATIONS:

CONSTRUCTION: Body & cap cast from 356-T6 aluminum, stem & mount plate machined from 6061-T6 ALUMINUM. Lens cut from tempered borosilicate glass for superior clarity and strength. Medium base 4 K.V. pulse rated porcelain socket rated 660W-600V, with 18ga. 200°C, 600V leads.

FINISHES: Available in 12 standard TGIC polyester powder coat finishes. Custom powder coat finishes available (contact factory for more info). Ballast box is powder coat in standard grey only.

FEATURES: Field replaceable lens. Can be mounted in any position. Any combination of up to 3 lens accessories / color filter / shielding can be specified in any cap style and are held securely by a removable stainless steel clip ring. All fixtures come standard with WATERSHED LENS™.

GENERAL: All lamps listed are medium based PAR-30's or PAR-38's Metal Halide (H.I.D.) unless otherwise noted. Mounts to a standard 4" wet location J-box, includes stainless mounting screws and gasket. Includes remote Aromat electronic ballast in a NEMA 3R ballast box. Max ballast remote distance = 20'. Ballast box mounts to any flat vertical surface. Provisions for two 1/2" and two 3/4" conduit, bottom entry on ballast box. Voltage option "UB" not available in 150W ballast, 150W ballast must specify voltage. When 150W lamp is used 105°C supply wire must be used.

UL Listed: Wet location, indoor / outdoor = 150W
cUL Listed: indoor/outdoor = 150W

PAGE 1 of 1

WINONA LIGHTING
P.O. BOX 1205
WINONA, MN 55987

winona
lighting

WINSCAPE™

Phone: 800-328-5291
FAX: 507-454-1814
www.WINONALIGHTING.com

Updated: 10/08/04



I, Barbara A. Johnson, hereby certify that I am the duly qualified Deputy Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Deputy Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a
copy of ORDINANCE 6208
AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT FOR
19W471 ROOSEVELT ROAD
AND 351 ROOSEVELT ROAD
PIN 06-20-106-051

of the said Village as it appears from the official records
of said Village duly approved June 19, 2008.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, DuPage County, Illinois this 16th day of September, 2008.





Barbara A. Johnson
Deputy Village Clerk
Village of Lombard
DuPage County, Illinois