

**ORDINANCE 7412
PAMPHLET**

**VACATION OF A PORTION OF STEWART AVENUE
PUBLIC RIGHT OF WAY NORTH OF ST. CHARLES ROAD**



**PUBLISHED IN PAMPHLET FORM THIS 18th DAY OF AUGUST, 2017, BY ORDER
OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE
COUNTY, ILLINOIS.**

Sharon Kuderna

**Sharon Kuderna
Village Clerk**

ORDINANCE NO. 7412

**AN ORDINANCE VACATING A PORTION OF STEWART AVENUE,
BETWEEN WINDSOR AVENUE AND ST. CHARLES ROAD**

BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

SECTION 1: That the President and Board of Trustees of the Village of Lombard (hereinafter the "Village") find as follows:

- A. That the dedicated right-of-way, as described in Section 3 below, (hereinafter the "Vacated Street"), was created entirely as part of the subdivision of the property to the West thereof.
- B. Pursuant to 65 ILCS 5/11-91-1, an ordinance vacating a right-of-way can provide that it shall not become effective until the owner(s) of the property abutting the right-of-way, or the owner(s) of a particular parcel of property abutting the right-of-way, to be vacated, pay(s) compensation to the municipality in an amount which, in the judgment of the corporate authorities, shall be the fair market value of the property acquired or of the benefits which will accrue to said owner(s) by reason of the vacation.
- C. Pursuant to 65 ILCS 5/11-91-1, if the ordinance vacating a street provides that only the owner of a particular parcel abutting upon the street to be vacated shall make the aforementioned compensation payment, then said owner of said particular parcel shall acquire title to the entire vacated street.
- D. That the fair market value of the Vacated Street is Thirty-One Thousand Seven Hundred and No/100 Dollars (\$31,700.00).
- E. That Thirty-One Thousand Seven Hundred and No/100 Dollars (\$31,700.00) is only the fair market value of the Vacated Street when the vacation of said Vacated Street is made subject to the conditions set forth in Section 4 below.
- F. That the owner of the following-described property, West Suburban Bank, as Trustee Under Trust Agreement Dated December 23, 1975, and Known as Trust 891:

PARCEL 1

LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN BLOCK 14 IN H.O. STONE AND COMPANY'S ADDITION TO LOMBARD, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 5 AND PART OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 26, 1924 AS DOCUMENT 179463, IN DUPAGE COUNTY, ILLINOIS;

P.I.N.s: 06-05-321-006, -007, -008 and -009; and

PARCEL 2

LOT 1 IN ARNDT HOSPITAL CONSOLIDATION PLAT, BEING A SUBDIVISION OF LOTS 5 THROUGH 9 INCLUSIVE, IN BLOCK 14 IN H.O. STONE AND COMPANY'S ADDITION TO LOMBARD, A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ARNDT HOSPITAL CONSOLIDATION PLAT RECORDED MAY 29, 1986 AS DOCUMENT R86-52310 IN DUPAGE COUNTY, ILLINOIS;

P.I.N.: 06-08-106-010;

(hereinafter the "Abutting Property Owner") shall make payment to the Village for the entire compensation due relative to the street vacation referenced in Section 3 below, as more specifically set forth in Section 4 below.

- G. That the occupant of PARCEL 2 of the property described in subsection F. above, Lombard Veterinary Hospital, LLC (the "Occupant"), shall guarantee payment to the Village of the entire monetary compensation due relative to the street vacation referenced in Section 3 below, as more specifically set forth in Section 4 below.

SECTION 2: It is hereby determined that the public interest will be subserved by vacating the Vacated Street, as hereinafter described, subject to the conditions set forth in Section 4 below.

SECTION 3: The following-described right-of-way:

THAT PART OF THE 33.00 FOOT WIDE STEWART AVENUE RIGHT OF WAY AS HERETOFORE DEDICATED PER H. O. STONE & COMPANY'S ADDITION TO LOMBARD (DOCUMENT NO. 79463) IN SECTIONS 5 AND 8, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF AND ABUTTING THE NORTHERLY LINE OF THE ST. CHARLES ROAD RIGHT OF WAY (AS DEDICATED PER DOCUMENT NO. 179463), LYING EAST OF AND ABUTTING THE EAST LINE OF LOT 1 IN ARNDT HOSPITAL CONSOLIDATION PLAT (PER DOCUMENT NO. R86-52310), LYING EAST OF AND ABUTTING THE EAST LINES OF LOTS 1, 2, 3 & 4, BLOCK 14 IN SAID H. O. STONE & COMPANY'S ADDITION TO LOMBARD, AND LYING SOUTH OF AND ABUTTING THE WINDSOR AVENUE RIGHT OF WAY AS HERETOFORE DEDICATED PER SAID H. O. STONE & COMPANY'S ADDITION TO LOMBARD, ALL IN DUPAGE COUNTY, ILLINOIS;

CONTAINING: 13,806.65 SQ. FT., 0.32 AC;

as shown on the plat of vacation attached hereto as Exhibit A, and made part hereof, [an original thereof to be provided by the Village, in final form, suitable for recording, upon the Abutting Property Owner depositing with the Village the amount estimated by the Village to cover the costs for document and plat preparation, recording costs and all third party fees necessary to complete the vacation], and designated "hereby vacated" on said plat of vacation, be and the same hereby is vacated, subject to the conditions listed in Section 4 below.

SECTION 4: That this Ordinance shall be subject to the following:

- A. The Abutting Property Owner making the monetary deposit referenced in Section 3 above, within thirty (30) days of the approval date of this Ordinance.
- B. The payment by the Abutting Property Owner of compensation to the Village in the amount of Thirty-One Thousand Seven Hundred and No/100 Dollars (\$31,700.00), as follows:
 - (i) Eleven Thousand Seven Hundred and No/100 Dollars (\$11,700.00) shall be deposited with the Village within thirty (30) days of the approval date of this Ordinance;
 - (ii) Ten Thousand and No/100 Dollars (\$10,000.00) shall be deposited with the Village on or before the date which is one (1) year from the approval date of this Ordinance; and
 - (iii) Ten Thousand and No/100 Dollars (\$10,000.00) shall be deposited with the Village on or before the date which is two (2) years from the approval date of this Ordinance.

In regard to subsections (ii) and (iii) above, late payments shall accrue interest at the rate of two percent (2%) per month, with the minimum interest payment being for a one (1) month period. Should the Abutting Property Owner sell, or assign beneficial ownership of, the Vacated Street, or any portion thereof, prior to making the payments set forth in subsections (ii) and (iii) above, the balance of the payments under said subsections (ii) and (iii) shall be immediately due and payable, notwithstanding the referenced payment date(s) in relation thereto.

- C. The recording of a fully executed Agreement to Create Lien, relative to the payments set forth in subsections B.(ii) and B.(iii) above, after the recording of this Ordinance, with said Agreement to Create Lien being in the form attached hereto as Exhibit B and made part hereof.

- D. The retention of a public utility and drainage easement, in the form attached hereto as Exhibit C, and made part hereof, in, across, over and under the entire Vacated Street, with said easement language to be set forth on the plat of vacation attached hereto as Exhibit A.
- E. Effective seven (7) years from the passage date of this Ordinance, upon a written request to the Abutting Property Owner from the Village, the Abutting Property Owner shall rededicate all, or any portion of, the Vacated Street, as referenced in said written request, for public right-of-way purposes (hereinafter the "Rededication"). The Abutting Property Owner shall do all things necessary and appropriate to cooperate with the Village, and to effectuate the Rededication within three (3) months from the date of receipt of the request for Rededication from the Village. In regard to any such Rededication:
- (i) The Village may only tender a written request to the Abutting Property Owner, for the Rededication, in the event that redevelopment is going to take place in the area of the Vacated Street, and said redevelopment, in the Village's sole and absolute judgment, requires that all, or any portion, of said Vacated Street be developed as a street for vehicular traffic.
 - (ii) In the event that the Village tenders a written request to the Abutting Property Owner, for the Rededication, the Village shall, upon the Rededication being completed, tender to the Abutting Property Owner the then fair market value of the Vacated Street, or such portion thereof that is subject to the Rededication.
 - (iii) The fair market value of the Vacated Street, or such portion thereof that is subject to the Rededication, shall be determined by an appraisal to be prepared by the Village at its cost. Should the Abutting Property Owner disagree with the Village's appraisal, the Abutting Property Owner, at its own cost, may obtain an appraisal and tender same to the Village. In such case, the Village may either pay the amount set forth in the Abutting Property Owner's appraisal, or request that the Village's appraiser and the Abutting Property Owner's appraiser jointly select a third appraiser, who shall review the two (2) appraisals, and make a determination as to the fair market value of the Vacated Street, or such portion thereof that is subject to the Rededication, which shall be binding upon both the Village and the Abutting Property Owner. In such case, the Village shall pay the costs of the third appraisal. As was done in determining the fair market value of the Vacated Street, as set forth in Sections 1D, 1E and 4B of this Ordinance, the appraisals done pursuant to this Section 4E(iii) shall take into account the fact that the Vacated Street is subject to the

perpetual easement as referenced in Section 4D of, and Exhibit C to, this Ordinance, which prevents the construction of permanent improvements on the Vacated Street.

F. Upon:

- (i) the Abutting Property Owner's payment in full of all amounts owed the Village pursuant to subsection B above; and
- (ii) the Village's receipt of a dedication of right-of-way, sufficient, in the Village's sole discretion, to construct a cul-de-sac for Windsor Avenue at its intersection with dedicated but unimproved Stewart Avenue, whether from the Abutting Property Owner, the owner of the property North of and abutting the Windsor Avenue right-of-way, between the Craig Place right-of-way and the Stewart Avenue right-of-way (the "Subdivision Owner"), or from a combination of the Abutting Property Owner and the Subdivision Owner;

the provisions of subsection E. above shall terminate, and become null and void, and the Village shall record a document evidencing the termination of said subsection E.

SECTION 5: Pursuant to 65 ILCS 5/11-91-1, the Abutting Property Owner shall acquire title to the Vacated Street, upon the recording of a certified copy of this Ordinance and the plat of vacation attached hereto as Exhibit A.

SECTION 6: That the Abutting Property Owner and the Occupant are in agreement with the terms and conditions of this Ordinance, as evidenced below:

A. WEST SUBURBAN BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 23, 1975, AND KNOWN AS TRUST 891, being the Abutting Property Owner, hereby voluntarily agrees to be bound by the terms and conditions of this Ordinance, relative to the vacation of the Vacated Street, and hereby further agrees that the terms and conditions of Section 4.E. of this Ordinance shall constitute a covenant running with the land (inclusive of PARCEL 1 and PARCEL 2 as referenced in Section 1.F. above, and the Vacated Street located East of and adjacent to said PARCEL 1 and said PARCEL 2 – hereinafter collectively the "Land") and shall be binding upon the Owner's successors in any manner in title to the Land.

By: WEST SUBURBAN BANK
NOT PERSONALLY BUT AS
Name: TRUSTEE U/I. NO. 891
BY Christine Paulak
Title: TRUST OFFICER

Date: 8/11/17

ATTEST: WEST SUBURBAN BANK
NOT PERSONALLY BUT AS
Name: TRUSTEE U/I. NO. 891
BY Angela Jones
Title: TRUST OFFICER

Date: 8/11/17

CERTIFICATION

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 Christine Paulak and Angela Jones, personally known to me to be Trust Officers at West Suburban Bank (the "Bank"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officers, appeared before me this day in person and severally acknowledged that, as such Trust Officers, they signed and delivered the signed instrument, pursuant to authority given by said Bank, as their free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 11th day of August, 2017.



Gina R. Morgan
Notary Public

B. LOMBARD VETERINARY HOSPITAL, LLC, an Illinois limited liability company, being the Occupant, hereby voluntarily agrees to be bound by the terms and conditions of this Ordinance, relative to the vacation of the Vacated Street, and hereby further agrees to guarantee payment to the Village of the entire monetary compensation due, relative to the street vacation referenced in Section 3 above, as more specifically set forth in Section 4.B. above.

By: Dr. Georgianne Ludwig
Georgianne Ludwig
Manager

Date: 8-1-17

CERTIFICATION

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 Georgianne Ludwig, personally known to me to be the Manager of Lombard Veterinary Hospital, LLC (the "Company"), and also known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that, as such Manager, she signed and delivered the signed instrument, pursuant to authority given by said Company, as her free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 11th day of August, 2017.



Christine Pawlak
Notary Public

SECTION 7: That, in the event that the payments provided for in Sections 4.A. and 4.B.(i) above, and the Agreement to Create Lien signed by the Property Owner and Occupant, are not received by the Village within thirty (30) days of the approval date of this Ordinance, this Ordinance shall be null and void and of no further effect, the recording as referenced in Section 8 below shall not take place, and the Corporate Authorities of the Village shall take the appropriate action to formally repeal this Ordinance.

SECTION 8: That, upon the Village's receipt of the payments referenced in Sections 4.A. and 4.B.(i) above, the Director of Community Development is hereby directed to record the original signature copy of this Ordinance, along with the original plat of vacation and a certification by the Village Clerk as to the Ordinance being the original Ordinance, with the DuPage County Recorder of Deeds.

SECTION 9: That, upon the recording of this Ordinance, as provided for in Section 8 above, the Director of Community Development is hereby directed to record the original signature copy of the Agreement to Create Lien, as referenced in Section 4.C. above, with the DuPage County Recorder of Deeds.

SECTION 10: That this Ordinance shall be in full force and effect from and after its passage by a three-fourths (3/4ths) vote of the Trustees holding office, and approval, as required by law.

Passed on first reading this ____ day of ____, 2017.

First reading waived by action of the Board of Trustees this 17th day of August, 2017.

Passed on second reading this 17th day of August, 2017.

Ordinance No. 7412
Stewart Avenue, North of St. Charles Road
Page 9

Ayes: Trustee Fugiel, Foltyniewicz, Johnston, Pike and Ware

Nays: None

Absent: Trustee Whittington

Approved this 17th day of August, 2017.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk

Published by me in pamphlet form on this 18th day of August, 2017.


Sharon Kuderna
Village Clerk

Exhibit A

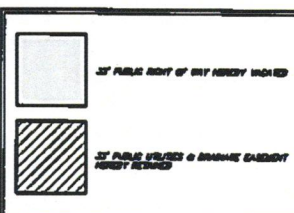
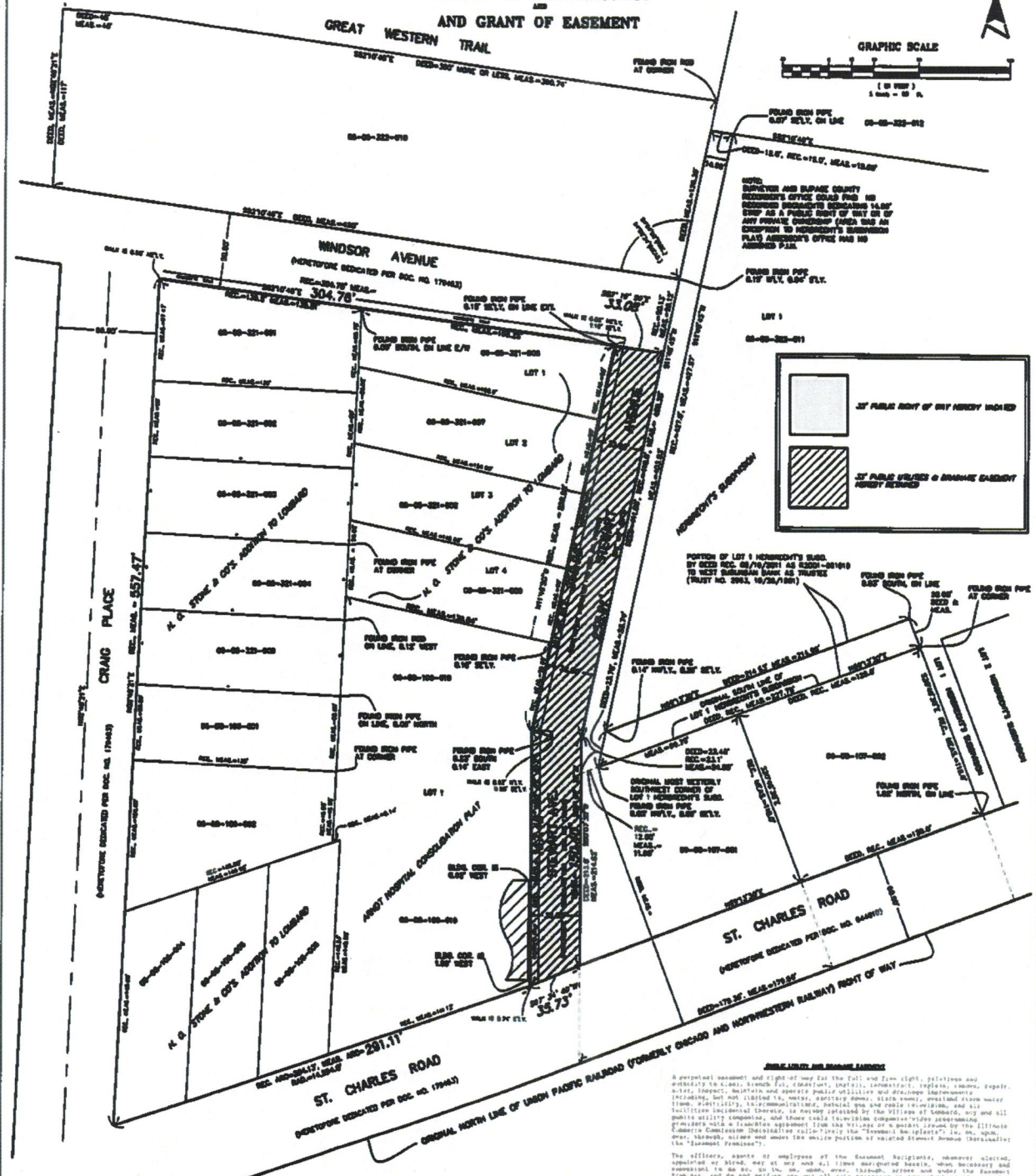
Plat of Vacation

(attached)

PLAT OF VACATION AND GRANT OF EASEMENT

GREAT WESTERN TRAIL

GRAPHIC SCALE



STATE OF ILLINOIS) S.S.
COUNTY OF DU PAGE)

APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF
LOMBARD, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

DIRECTOR OF COMMUNITY DEVELOPMENT _____

STATE OF ILLINOIS) S.S.
COUNTY OF DU PAGE)

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD,
ILLINOIS, THIS _____ DAY OF _____, A.D. 20____

PRESIDENT _____

VILLAGE CLERK _____

NO.	DATE	DESCRIPTION	BY
1	1/24/11	OFF. WALKOUT TO S. IN GREEN	WJ
2	04/11	DESCRIPTION	BY

GENTILE & ASSOCIATES, INC.
Professional Land Surveyors
300 S. EL CHARLES PLACE
LOMBARD, ILLINOIS 60148
(630) 940-0244
FAX (630) 940-0244

PREPARED FOR VILLAGE OF LOMBARD
DRAWN BY WJL
CHECKED BY: 2009-11-17 VJK

STATE OF ILLINOIS) S.S.
COUNTY OF DU PAGE)

THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE
RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS,
AT _____ O'CLOCK _____ M.
ON _____ DAY OF _____, A.D. 20____ AT _____

DUPAGE COUNTY RECORDER OF DEEDS _____

STATE OF ILLINOIS) S.S.
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT I, JEROME COVILE, LICENSED PROFESSIONAL LAND SURVEYOR
NUMBER 2625, HAVE SURVEYED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY FOR
THE PURPOSE OF MAKING A CERTAIN PUBLIC RIGHT OF WAY (AS SHOWN HEREON)
DESCRIBED AS FOLLOWS:

THAT PART OF THE 33.66 FOOT WIDE STEWART AVENUE RIGHT OF WAY AS HERETOFORE
DEDICATED FOR H.C. STROVE & COMPANY'S ADDITION TO LOMBARD (DOCUMENT NO. 17948)
AS DESCRIBED IN A. & C. PARAGRAPHS 20 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN LYING NORTH OF AND ADJACENT THE SOUTHWESTLY LINE OF THE ST. CHARLES
ROAD RIGHT OF WAY (AS DESIGNATED FOR DOCUMENT NO. 17948), LYING EAST OF AND
ADJACENT THE EAST LINE OF LOT 1 IN ADJUT HOSPITAL ORGANIZATION PLAT (PER
DOCUMENT NO. 189-1620), LYING EAST OF AND ADJACENT THE EAST LINES OF LOTS 1,
2 & 3 & 4 & 5 IN SAID H.C. STROVE & COMPANY'S ADDITION TO LOMBARD, AND LYING
SOUTH OF AND ADJACENT THE WINDSOR AVENUE RIGHT OF WAY AS HERETOFORE
DEDICATED PER SAID H.C. STROVE & COMPANY'S ADDITION TO LOMBARD, ALL IN DU PAGE
COUNTY, ILLINOIS.

CONTAINING 1,808.66 SQ. FT., 0.32 AC.

ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2011.

STATE OF ILLINOIS) S.S.
COUNTY OF DU PAGE)

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2625
WY LYNDIE COVILE NOVEMBER 20, 2010

PUBLIC UTILITY AND DRAINAGE EASEMENT

A perpetual easement and right of way for the full and free light, pollution and
sanitary disposal of sewage, gas, electric, utility, telephone, radio, television, cable,
water, steam, heat and other public utilities and drainage improvements
including, but not limited to, manholes, manholes, catch basins, overhead cross water
lines, electric, telecommunication, antenna and cable television, and all
facilities incident thereto, as shown indicated by the yellow shaded area, and all
public utility companies, and those cable television companies providing
service under a franchise agreement, from the Village of Lombard, and the
Illinois Commerce Commission (collectively the "Beneficial Parties"), in, on, upon,
over, under, across and over the main portion of vacated street shown hereon
(the "Easement Premises").

The officers, agents or employees of the Beneficial Parties, whenever elected,
appointed or hired, may at any and all times unobstructed, without liability and
responsibility to do so, do in, on, upon, over, through, across and under the Easement
Premises, and do and perform any and all acts necessary or convenient in the
exercise of the purposes for which the easement created hereby are intended, and the
acts shall not constitute in any manner a taking of property, but shall be
deemed to be a public use of the Easement Premises, and shall not be
deemed to be a taking of property.

The right of the Beneficial Parties in, on, upon, over, through, across and under the
Easement Premises, shall not be limited in any manner by the provisions of any
statute, ordinance, or contract, or any other instrument, and shall not be
subject to any claim of eminent domain or otherwise.

The perpetual easement created hereby in, on, upon, over, through, across and under the
Easement Premises shall run with the land.

STATE OF ILLINOIS) S.S.
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT I, JEROME COVILE, LICENSED PROFESSIONAL LAND SURVEYOR
NUMBER 2625, HAVE SURVEYED AND PLATTED THE FOLLOWING DESCRIBED PROPERTY FOR
THE PURPOSE OF MAKING A CERTAIN PUBLIC RIGHT OF WAY (AS SHOWN HEREON)
DESCRIBED AS FOLLOWS:

THAT PART OF THE 33.66 FOOT WIDE STEWART AVENUE RIGHT OF WAY AS HERETOFORE
DEDICATED FOR H.C. STROVE & COMPANY'S ADDITION TO LOMBARD (DOCUMENT NO. 17948)
AS DESCRIBED IN A. & C. PARAGRAPHS 20 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN LYING NORTH OF AND ADJACENT THE SOUTHWESTLY LINE OF THE ST. CHARLES
ROAD RIGHT OF WAY (AS DESIGNATED FOR DOCUMENT NO. 17948), LYING EAST OF AND
ADJACENT THE EAST LINE OF LOT 1 IN ADJUT HOSPITAL ORGANIZATION PLAT (PER
DOCUMENT NO. 189-1620), LYING EAST OF AND ADJACENT THE EAST LINES OF LOTS 1,
2 & 3 & 4 & 5 IN SAID H.C. STROVE & COMPANY'S ADDITION TO LOMBARD, AND LYING
SOUTH OF AND ADJACENT THE WINDSOR AVENUE RIGHT OF WAY AS HERETOFORE
DEDICATED PER SAID H.C. STROVE & COMPANY'S ADDITION TO LOMBARD, ALL IN DU PAGE
COUNTY, ILLINOIS.

CONTAINING 1,808.66 SQ. FT., 0.32 AC.

ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2011.

STATE OF ILLINOIS) S.S.
COUNTY OF DU PAGE)

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2625
WY LYNDIE COVILE NOVEMBER 20, 2010

AGREEMENT TO CREATE LIEN

I, Scott Niehaus, Village Manager for the Village of Lombard, DuPage County, Illinois (the "Village"), hereby certify that, pursuant to the agreement between the Village and West Suburban Bank, as Trustee Under Trust Agreement Dated December 23, 1975, and Known As Trust 891, (the "Property Owner"), as set forth in Village Ordinance No. 7412, approved on August 17, 2017, and recorded on October 12, 2017, as document number R2017-105182, with the DuPage County Recorder of Deeds (the "Ordinance"), the Village has vacated the following street right-of-way:

LEGAL DESCRIPTION:

THAT PART OF THE 33.00 FOOT WIDE STEWART AVENUE RIGHT OF WAY AS HERETOFORE DEDICATED PER H. O. STONE & COMPANY'S ADDITION TO LOMBARD (DOCUMENT NO. 79463) IN SECTIONS 5 AND 8, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF AND ABUTTING THE NORTHERLY LINE OF THE ST. CHARLES ROAD RIGHT OF WAY (AS DEDICATED PER DOCUMENT NO. 179463), LYING EAST OF AND ABUTTING THE EAST LINE OF LOT 1 IN ARNDT HOSPITAL CONSOLIDATION PLAT (PER DOCUMENT NO. R86-52310), LYING EAST OF AND ABUTTING THE EAST LINES OF LOTS 1, 2, 3 & 4, BLOCK 14 IN SAID H. O. STONE & COMPANY'S ADDITION TO LOMBARD, AND LYING SOUTH OF AND ABUTTING THE WINDSOR AVENUE RIGHT OF WAY AS HERETOFORE DEDICATED PER SAID H. O. STONE & COMPANY'S ADDITION TO LOMBARD, ALL IN DUPAGE COUNTY, ILLINOIS;

CONTAINING: 13,806.65 SQ. FT., 0.32 AC;

(the "Vacated Street"); with said Vacated Street being located East of and adjacent to PINs 06-05-321-006, -007, -008 and -009, and 06-08-106-010, and commonly known as that portion of Stewart Avenue between St. Charles Road and Windsor Avenue, Lombard, Illinois.

Pursuant to the agreement between the Village and the Property Owner, as set forth in the Ordinance, and in lieu of paying a lump sum for the Vacated Street, the Property

Owner has agreed to pay the Village the final Twenty Thousand and No/100 Dollars (\$20,000.00), of the amount to be paid the Village for said Vacated Street, pursuant to the Ordinance, as follows:

- A. Ten Thousand and No/100 Dollars (\$10,000.00) on or before August 17, 2018; and
- B. Ten Thousand and No/100 Dollars (\$10,000.00) on or before August 17, 2019;

with a lien in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) being recorded against the Vacated Street.

That, by reason of the foregoing, and pursuant to the provisions of the agreement between the Village and the Property Owner, as set forth in the Ordinance, a lien in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00), on behalf of the Village, is hereby declared against the Vacated Street (the "Lien").

Said Lien shall be released only upon the full satisfaction of the amount owed, including interest that may accrue thereon pursuant to the provisions of the Ordinance. Should said Property Owner sell, or assign beneficial ownership of, said Vacated Street prior to full satisfaction of the amount due, the balance of the unpaid Lien, along with any interest that may accrue thereon pursuant to the provision of the Ordinance, shall be immediately due and payable. Said Lien shall be assignable to a subsequent owner of said Vacated Street only with the express written consent of the Village.

The Property Owner shall be entitled to prepay any amount due without penalty.

If the Property Owner defaults in the payment of any of the installments aforesaid, and if any portion thereof shall remain due and unpaid for a period of thirty (30) days thereafter, the Twenty Thousand and No/100 Dollars (\$20,000.00) Lien amount, or any unpaid balance thereof, together with all interest thereon as provided for in the Ordinance, shall, at the option of the Village, become immediately due and payable, without notice, and shall be collected immediately or at any time after such default, anything hereinbefore contained to the contrary notwithstanding. The Village and the Property Owner hereto severally waive presentment for payment, notice of dishonor and protest. In addition, upon any such default by the Property Owner, the Village shall have the right to foreclose said Lien, in the same manner as the foreclosure of a mortgage against the Vacated Street.

Dated this 2th day of September, 2017.

VILLAGE OF LOMBARD



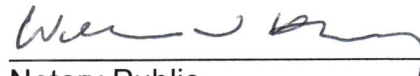
Scott Niehaus, Village Manager

CERTIFICATION

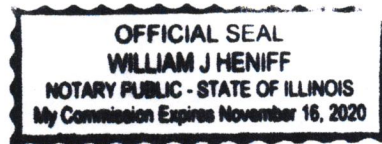
STATE OF ILLINOIS)
)SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Scott Niehaus, personally known to me to be the Village Manager of the Village of Lombard, Illinois (the "Village"), and also known to me to be the same person whose name is subscribed to the foregoing instrument as such Village Manager, appeared before me this day in person and acknowledged that, as such Village Manager, he signed and delivered the signed instrument, pursuant to authority given by said Village, as his free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 12th day of September, 2017.



Notary Public



Approved and consented to by WEST SUBURBAN BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 23, 1975, AND KNOWN AS TRUST 891, the legal owner of record of the Vacated Street, this 11~~th~~ day of September, 2017.

WEST SUBURBAN BANK
By: NOT PERSONALLY BUT AS
Name: TRUSTEE UJT NO. 891
BY Christian Pooled
Title: TRUST OFFICER

ATTEST:

WEST SUBURBAN BANK
NOT PERSONALLY BUT AS
Name: TRUSTEE UJT NO. 891
BY Angela Young
Title: TRUST OFFICER

THIS INSTRUMENT is executed by West Suburban Bank ("WSB") not personally or individually, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the statements, warranties, and representations set forth herein are made solely on information and belief without any independent inquiry or investigation by WSB and should be construed accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against WSB shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against WSB by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of WSB being expressly waived.

CERTIFICATION

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 Christian Pooled and Angela Young, personally known to me to be Trust Officers at West Suburban Bank (the "Bank"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officers, appeared before me this day in person and severally acknowledged that, as such Trust Officers, they signed and delivered the signed instrument, pursuant to authority given by said Bank, as their free and voluntary act, and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 11~~th~~ day of September, 2017.

James R Baetzel
Notary Public



Pursuant to the Ordinance, LOMBARD VETERINARY HOSPITAL, LLC, an Illinois limited liability company, has guaranteed the Twenty Thousand and No/100 Dollars (\$20,000.00) payment referenced herein, and hereby acknowledges said payment guarantee this 11th day of September, 2017.

By: Georgianne Ludwig
Georgianne Ludwig
Manager

CERTIFICATION

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 Georgianne Ludwig, personally known to me to be the Manager of Lombard Veterinary Hospital, LLC (the "Company"), and also known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that, as such Manager, she signed and delivered the signed instrument, pursuant to authority given by said Company, as her free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 11th day of September, 2017.



Christine Pawlak
Notary Public