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**FIRST AMENDMENT TO THE ANNEXATION AGREEMENT
DATED NOVEMBER 18, 2004 FOR
BUCKINGHAM ORCHARD SUBDIVISION, LOMBARD, IL**

**Parcel No.: 05-01-205-013 through 015
05-01-207-001 through 003
05-01-401-054
05-01-408-007**

Common Addresses: 615 & 617 West Pleasant Lane, Lombard, Illinois

AFTER RECORDING RETURN TO:

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

BUCKINGHAM ORCHARD SUBDIVISION
FIRST AMENDMENT TO THE ANNEXATION AGREEMENT

THIS FIRST AMENDMENT (hereinafter referred to as the “Amendment ”) to the Buckingham Orchard Subdivision Annexation Agreement dated November 18, 2004, and recorded on March 20, 2005 as Document Number R2005-064491 (hereinafter referred to as the “Agreement”) is made and entered into this _____ day of May, 2006, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as the “Village”), and DEARBORN-BUCKINGHAM GROUP, INC., an Illinois corporation (hereinafter referred to as the “Owner/ Developer”);

WITNESSETH:

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

WHEREAS, Owner/Developer is developing the Subject Property pursuant to the Agreement; and

WHEREAS, the Subject Property was annexed to the corporate limits of the Village and

rezoned in the R-4 Limited General Residence District, with a conditional use for a planned development with deviations, all of which was passed and approved by the Corporate Authorities of the Village (as defined below) on November 18, 2004; and

WHEREAS, the Village has received an application for annexation, zoning and subdivision approval for the properties located immediately south of the Subject Property (hereinafter referred to as “the Lyonhart Manor Development”); and

WHEREAS, the Agreement set forth provisions for the eventual extension of Buckingham Court on the Subject Property to the south and into the Lyonhart Manor Development, which would result in a modified development plan for the Subject Property; and

WHEREAS, a revised stormwater management plan has been submitted that will relocate the stormwater detention facility located on the Subject Property into a shared detention facility located within the Lyonhart Manor Development; and

WHEREAS, said improvements result in significant revisions to the proposed development plan for the Subject Property; and

WHEREAS, consistent with said revisions to the proposed development plan, a planned development amendment for the Subject Property has heretofore been filed with the Village; and

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

WHEREAS, a public hearing by the Plan Commission was held on March 20, 2006 for the purpose of considering the planned development amendment, and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the “Corporate Authorities”) its findings of fact and recommendations with respect to said application and petition;

and

WHEREAS, a public hearing on this Amendment was held by the Corporate Authorities on April 6, 2006; and

WHEREAS, the parties wish to amend the Agreement with respect to the revised development plan and the planned development amendment in accordance with the terms and conditions contained herein; and

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Amendment, in order to make the same effective, have been held or taken, including all hearings and actions required in connection with amendments to and classifications under Chapter 155 of the Lombard Village Code (hereinafter referred to as the “Zoning Ordinance”) and Chapter 154 of the Lombard Village Code (hereinafter, the “Subdivision and Development 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 Amendment ; and

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

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

WHEREAS, the Corporate Authorities of the Village have examined the proposed uses by

the Owner/Developer and have determined that said uses and the development of the Subject Property in accordance with the Agreement, as revised by this Amendment comply with the Comprehensive Plan of the Village and is in the public interest;

NOW THEREFORE, in consideration of foregoing and the mutual promises herein set forth, the sufficiency of which is acknowledged by all parties, the parties hereto agree as follows:

1. **Incorporation of Recitals:** The Village and Owner/Developer agree that the foregoing recitals are incorporated in this Amendment as if fully recited herein.

2. **Amendment:** The Agreement is hereby amended as follows:

A. **Paragraph 4 is amended to read in its entirety as follows:**

4. **Zoning:** Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the entire Subject Property from the R-1 Single Family Residence District to the R-4 Limited General Residence District under the Zoning Ordinance, with a conditional use for a planned development, a variation from Section 155.408 (F)(3)(b) of the Lombard Zoning Ordinance to reduce the corner side yard setback from twenty (20) feet to fifteen (15) feet and an amendment to the Village's Comprehensive Plan to designate the property for Low-Medium Density Residential land uses. Furthermore, the Corporate Authorities shall also

grant a planned development amendment to provide for an alternative development plan for the southern portion of the Subject Property as set forth in Section 5 below.

B. Paragraph 5 is amended to read in its entirety as follows:

5. Site Plan Approval: The Developer shall develop the Subject Property in full compliance with the Site Plan entitled “Preliminary Geometric Plan”, prepared by Spaceco, Inc., as revised on October 21, 2004 and as per the “Preliminary Geometric Plan”, “Preliminary Grading Plan”, “Preliminary Utility Plan - 1”, and “Preliminary Utility Plan - 2”, updated March 8, 2006 for the southern portion of the Subject Property (said plans cumulatively referred to as the “Site Plan”), attached hereto as EXHIBIT B and made part hereof, subject to changes based upon final engineering.

B. EXHIBIT B is amended by supplementing the copies thereof attached to this Amendment for EXHIBIT B attached to the Agreement. In the event that there are any conflicts associated with the Site Plans dated October 21, 2004 and March 8, 2006, the March 8, 2006 plans shall apply.

3. Ratification of Existing Terms. Except to the extent specifically amended hereby, all other terms and provisions of and exhibits to the Agreement shall remain in full force and effect as if set forth in their entirety herein.

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

VILLAGE OF LOMBARD

ATTEST:

By: _____

Village President

Village Clerk

DATED:

OWNER/DEVELOPER:

By: _____

Its: _____

ATTEST:

Its: _____

DATED: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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

GIVEN under my hand and official seal, this _____ day of _____, ____ .

Commission expires _____ , 20____ .

Notary Public

SCHEDULE OF EXHIBITS

EXHIBIT A: Legal Description

EXHIBIT B: Site Plan

EXHIBIT A
LEGAL DESCRIPTION

Blocks 1 through 4 and Lots 5 through 8 of the Final Planned Development Plat/Plat of Subdivision for Buckingham Orchard, being a resubdivision of part of Lots 18 and 19 in Milton Township Supervisors Assessment Plat No. 1 (also known as Pleasant Hills West) of part of the east ½ of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded December 7, 2005 as document R2005-271050, in DuPage County, Illinois.

Property Address: 615 & 617 W. Pleasant Lane, Lombard, Illinois 60148

PIN: 05-01-205-013 through 015
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EXHIBIT B
SITE PLANS