

FRED BUCHOLZ

DUPAGE COUNTY RECORDER

OCT. 15, 2010

3:09 PM

OTHER

05-12-207-033

102 PAGES

R2010-140097

RESOLUTION 34-11

**AA RESOLUTION AUTHORIZING SIGNATURES OF THE
PRESIDENT AND CLERK
(AN AGREEMENT REGARDING HILL AVENUE BRIDGE)**

PIN 05-12-207-031

Portions of this document
are illegible at time of
scanning.

**Return To:
Village Clerk
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148**

RESOLUTION
34-11

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an intergovernmental Agreement between the Village of Lombard and the Village of Glen Ellyn regarding the reconstruction of the Hill Avenue Bridge.

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

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

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.


Adopted this 7th day of October, 2010.

Ayes: Trustees Gron, Gaignorio, Wilson, Moreau, Fitzpatrick and Ware

Nays: None

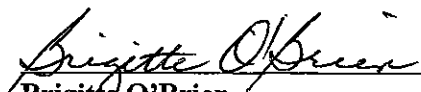
Absent: None

Approved this 7th day of October, 2010.



William J. Mueller
Village President

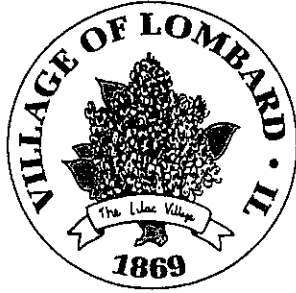
ATTEST:



Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney



September 27, 2010

TO: Village President and Board of Trustees

THROUGH: David A. Hulseberg, Village Manager

FROM: Carl Goldsmith, Director of Public Works *J*

SUBJECT: Intergovernmental Agreement with Glen Ellyn regarding Hill Avenue Bridge

Background

The Village of Lombard has jurisdiction over the Hill Avenue Bridge which crosses the East Branch of the DuPage River. In 2009, the Village's Bridge Program Manager, Civiltech Engineering, identified deteriorated conditions to the bridge structure, which led to a reduction in the posted weight limits for the bridge. The Village included the reconstruction of the bridge in the FY 2011 Capital Improvement Plan, at an estimate of \$2,200,000. The proposed improvement provides for the removal of the 78' x 34' two span bridge with a 100' x 40' structure. The improvement includes the reconstruction of 350' of roadway on either side of the bridge.

The Village has submitted a request to IDOT for Bridge Replacement and Rehabilitation Program (BRRP) funds, which would fund 80% of the project costs. The Village has received approval for Phase I Engineering costs through the BRRP and a commitment that other phases, including construction would receive funding, as long as funds are available. In the event that all aspects of the project are funded through the program, the Village's obligation under the grant's local match provision would be approximately \$600,000 for the project.

Given the impact that the bridge has on Lombard and Glen Ellyn, the Village's have committed to jointly funding the replacement of the bridge. The Village of Glen Ellyn has committed to fund 50% of the required local match to the BRRP grants.

In conjunction with the funding of the bridge replacement, the parties have agreed to the following:

- The Villages have agreed to amend the existing boundary agreement between them to place the properties north of Hill Avenue and west of the bridge, on the GLEN ELLYN side of the boundary line. This is depicted in Exhibit "B".
- The Villages agreed to amend the boundary agreement to allow for the de-annexation of the Churchill Woods property from Lombard, at such time as Glen Ellyn is able to provide water

and sanitary sewer service to the property. This action would require the approval of the DuPage County Forest Preserve District This is depicted on the Exhibit "C".

- The agreement provides that Lombard, at the written request of Glen Ellyn, agrees to amend the boundary agreement to allow Glen Ellyn to annex certain properties west of I-355. The properties included in the IGA are shown in Exhibit "D".
- If requested by Glen Ellyn, Lombard agrees to amend the boundary agreement to place the Flowerfield, on the Glen Ellyn side of the boundary line as depicted Exhibit "E". In the event that the boundary agreement is amended to place Flowerfield on the Glen Ellyn side of the boundary line, Glen Ellyn will accept a jurisdictional transfer of all roadways within Flowerfield including, Wilson Avenue west of Finley Road.
- The agreement provides that the boundary agreement would be amended to place the portion of the Great Western Trail (west of I-355) into Glen Ellyn. This is subject to approval by DuPage County.

The IGA requires that the Village of Glen Ellyn provide written notice of its intent to amend the boundary agreement on or before January 30, 2011. The Village of Lombard is required to accept the proposed amendments within thirty (30) days. In the event that Glen Ellyn does not submit any of the proposed amendments to the existing boundary agreement to the Village of Lombard. The Village of Glen Ellyn will be responsible for preparation of any and all amendments to the boundary agreement provided for herein, including any and all costs associated therewith;

- The Village of Lombard agrees to continue providing water and sanitary sewer services to the properties north of Hill Avenue and west of the Bridge, until Glen Ellyn extends its sanitary sewer and water mains to the properties.
- The agreement provides that Lombard will dedicate the Glen Oak Lift Station and all related sanitary sewer utilities at such time as Glen Ellyn extends sanitary sewer the properties currently served by the Glen Oak Lift at such time as the connection is made, but no later than January 30, 2018.

Upon the transfer of the Glen Oak Lift Station, Glen Ellyn will accept a jurisdictional transfer of Hill Avenue and all sanitary sewer utilities owned by or under the jurisdiction of Lombard west of the Bridge.

- The Village of Lombard agrees to waive, and shall cause the Glenbard Fire Protection District to waive, any and all fire protection service disconnection fees for any properties adjacent to Hill Avenue that receive future fire protection services from the Glen Ellyn Fire Company. This provision does not apply to other properties subject to the amended boundary agreement.
- The Village of Lombard agrees to lease a portion of the Hill Avenue Stormwater Plant to Glen Ellyn for the purpose of construction a salt storage facility. The terms and conditions of

such lease shall be consistent with Lombard policies, as well as all floodplain and IEPA regulations.

The IGA was drafted by the Lombard Village Attorney and the Village of Glen Ellyn took action to approve the IGA at their September 27, 2010 meeting. I respectfully request that this item be placed on the Village Board's agenda for the October 7, 2010 meeting. Should you have any questions, please feel free to contact me.

Recommendation

Staff recommends that the Village Board of Trustees approve AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE VILLAGE OF GLEN ELLYN IN REGARD TO THE RECONSTRUCTION OF THE HILL AVENUE BRIDGE.

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF LOMBARD AND THE VILLAGE OF GLEN ELLYN IN REGARD
TO THE RECONSTRUCTION OF THE HILL AVENUE BRIDGE**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement"), is entered into this 7th day of October, 2010, by and between the VILLAGE OF LOMBARD (hereinafter referred to as "LOMBARD") and the VILLAGE OF GLEN ELLYN (hereinafter referred to as "GLEN ELLYN"). (LOMBARD and GLEN ELLYN are hereinafter sometimes individually referred to as a "Party" or collectively as the "Parties.")

WITNESSETH

WHEREAS, LOMBARD has jurisdiction over the Hill Avenue Bridge (hereinafter referred to as the "Bridge") near the border of LOMBARD and GLEN ELLYN. A Sidwell Map showing the location of the Bridge is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the Bridge is of material benefit to the residents of LOMBARD and GLEN ELLYN; and

WHEREAS, the Bridge is in need of substantial reconstruction as a result of the deterioration thereof; and

WHEREAS, LOMBARD and GLEN ELLYN desire to work cooperatively with respect to the reconstruction of the Bridge (hereinafter referred to as the "Project"), which is expected to cost approximately TWO MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,200,000.00), plus an additional expense in the approximate amount of FOUR HUNDRED SEVENTY THOUSAND AND 00/100 (\$470,000.00) for engineering of the Project; and

WHEREAS, grant funds are being pursued by LOMBARD under the Bridge Replacement and Rehabilitation Program (hereinafter referred to as the "BRRP") administered by the Illinois Department of Transportation (hereinafter referred to as "IDOT"); and

WHEREAS, the BRRP will fund, to the extent funds are available, eighty percent (80%) of the cost of the Project, on the condition that the remaining twenty percent (20%) of the cost of the Project is paid at the local level; and

WHEREAS, LOMBARD and GLEN ELLYN desire to share the financing obligations for the Project pursuant to this Agreement as follows:

- Eighty percent (80%) of the cost of the Project shall be financed by funds received by LOMBARD under the BRRP;
- The remaining twenty percent (20%) of the cost of the Project (hereinafter referred to as the "non-IDOT funded obligation") shall be paid in equal ten percent (10%) shares by LOMBARD and GLEN ELLYN, but in no event shall GLEN ELLYN be obligated to contribute more than THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) towards the non-IDOT funded obligation; and
- In the event that the non-IDOT funded obligation exceeds SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00), LOMBARD shall be responsible for paying that portion of the non-IDOT funded obligation in excess thereof. However, in no event shall LOMBARD be obligated to expand the scope of the Project to include the installation of pedestrian/bicycle accommodations or fishing accommodations on the Bridge; and

WHEREAS, LOMBARD and GLEN ELLYN desire to set forth their respective obligations, relative to the reconstruction of the Bridge; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, it is in the best interests of LOMBARD and GLEN ELLYN to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **LOMBARD OBLIGATIONS.** In relation to the Project, LOMBARD agrees to:
 - A. Serve as the lead agency for the Project;
 - B. Design, bid, award a contract for and construct the Project in full compliance with all applicable laws, codes, ordinances, rules and regulations, at LOMBARD's cost and expense, minus funds received from the BRRP and subject to the cost sharing obligations of GLEN ELLYN as set forth herein. However, in no event shall LOMBARD be obligated to expand the scope of the Project to include the installation of pedestrian/bicycle accommodations or fishing accommodations on the Bridge;
 - C. Lombard will review with the GLEN ELLYN Director of Public Works the selection of consultants, all necessary design concepts, engineering drawings, engineering estimates, bid construction documents, and requests for proposals, and shall consult with the GLEN ELLYN Director of Public Works when making all decisions in relation thereto.
 - D. Complete and construct the Project so that the Bridge is suitable for use by vehicles up to and including 80,000 pounds in gross weight;
 - E. Take no affirmative action to prohibit the use of the Bridge by vehicles weighing up to and including 80,000 pounds in gross weight, unless necessitated by the future deterioration of the Bridge;
3. **GLEN ELLYN OBLIGATIONS.** In relation to the Project, GLEN ELLYN agrees to:
 - A. Reimburse LOMBARD for Project costs incurred and paid by LOMBARD up to a maximum amount of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00), but in no event shall GLEN ELLYN be responsible for paying more than fifty percent (50%) of the non-IDOT funded obligation;

- B. Make payments to LOMBARD under Section 3A above, on a proportional and monthly basis, within thirty (30) days of receiving an invoice from LOMBARD detailing the monthly Project costs;
- C. Cooperate with LOMBARD in all ways necessary to ensure the timely completion of the Project;
- D. Take no affirmative action to prohibit the use of the Bridge by vehicles weighing up to and including 80,000 pounds in gross weight, unless necessitated by the future deterioration of the Bridge;

4. **DESIGN AND CONSTRUCTION OF THE PROJECT.** LOMBARD shall proceed with the design, bidding, contract award and construction of the Project, in accordance with the plans and specifications to be approved by LOMBARD in consultation with the GLEN ELLYN Director of Public Works.

5. **BRRP GRANT.** Lombard anticipates receiving a grant from the BRRP to finance eighty percent (80%) of the cost of the Project. In the event that LOMBARD does not receive formal approval of a grant from the BRRP sufficient to finance eighty percent (80%) of the cost of the Project by January 30, 2014, this Agreement shall be deemed null and void and both LOMBARD and GLEN ELLYN shall be released from their respective obligations hereunder, unless the deadline for obtaining the grant from the BRRP contained herein is extended by mutual agreement of the Parties. Any payment by GLEN ELLYN of its ten percent (10%) share of a charge or invoice shall only be required in a situation where LOMBARD has received a grant from the BRRP to finance eighty percent (80%) of the cost of the project, including grants for portions of the cost, such as engineering.

6. **ADDITIONAL OBLIGATIONS OF THE PARTIES.**

A. **Amendment to Existing Boundary Agreement.**

- i. LOMBARD and GLEN ELLYN agree to amend the existing boundary agreement between them (hereinafter referred to as the "boundary agreement") to place the properties north of Hill Avenue and west of the Bridge, as depicted on the Sidwell Map attached hereto as **Exhibit B** and made a part hereof, on the GLEN ELLYN side of the boundary line;
- ii. LOMBARD and GLEN ELLYN further agree to amend the boundary agreement to allow for the de-annexation of the Churchill Woods property from LOMBARD, at such time as GLEN ELLYN is able to provide water and sanitary sewer service to said property and the DuPage County Forest Preserve District consents to the amendment. The Churchill Woods property is depicted on the Sidwell Map attached hereto as **Exhibit C** and made a part hereof;
- iii. LOMBARD, at the written request of GLEN ELLYN, further agrees to amend the boundary agreement to allow GLEN ELLYN to annex certain properties west of I-355. GLEN ELLYN may seek a boundary agreement amendment that places the properties depicted on the Sidwell Map attached hereto as **Exhibit D** and made a part hereof; on the GLEN ELLYN side of the boundary line. In addition, if requested by GLEN ELLYN, LOMBARD shall agree to amend the boundary agreement to place the territory commonly known as Flowerfield, as depicted on the Sidwell Map attached hereto as **Exhibit E** and made a part hereof, on the GLEN ELLYN side of the boundary line.

However, in no event shall LOMBARD be obligated to amend the boundary agreement in a manner that would allow GLEN ELLYN to annex any territory that would destroy LOMBARD's contiguity with the property commonly known as the Western Acres Golf Course, as depicted on the Sidwell Map attached hereto as **Exhibit F** and made a part hereof;

- iv. Subject to and contingent upon the approval of DuPage County, LOMBARD and GLEN ELLYN further agree to amend the boundary agreement to place the Great Western Trail, as depicted on the Sidwell Map attached hereto as **Exhibit G** and made a part hereof, on the Glen Ellyn side of the boundary line;
- v. In the event that any of the disconnections and/or annexations made possible by the amendments to the boundary agreement contemplated herein, result in roadways that were within LOMBARD being surrounded on both sides by GLEN ELLYN, it

shall accept a jurisdictional transfer of such roadways from LOMBARD.

In the event that the boundary agreement is amended to place the property commonly known as Flowerfield (see Exhibit E) on the GLEN ELLYN side of the boundary line, GLEN ELLYN shall accept a jurisdictional transfer of all roadways within Flowerfield including, without limitation, Wilson Avenue west of Finley Road.

- vi. GLEN ELLYN shall be responsible for preparation of any and all amendments to the boundary agreement provided for herein, including any and all costs associated therewith;
- vii. Any proposed amendments to the boundary agreement provided for herein, shall be submitted to LOMBARD by GLEN ELLYN on or before January 30, 2011. LOMBARD shall accept the proposed amendments within thirty (30) days thereafter, on the condition that the proposed amendments are consistent with this Section 6(A), and that GLEN ELLYN is not otherwise in breach of this Agreement. In the event that GLEN ELLYN fails to submit any of the proposed amendments to the existing boundary agreement to LOMBARD by January 30, 2011, LOMBARD shall be released from its obligations contained in this Section 6A; and
- viii. Any disconnection of territory contemplated by any of the amendments to the boundary agreement between LOMBARD and GLEN ELLYN provided for herein, shall be subject to and contingent upon the approval of the property owners subject to disconnection.

B. Utility and Roadway Dedication.

- i. LOMBARD agrees to continue providing water and sanitary sewer services to the properties north of Hill Avenue and west of the Bridge (as shown in Exhibit B), until such time as GLEN ELLYN extends its sanitary sewer and water mains to said properties;
- ii. By no later than January 30, 2018, LOMBARD shall dedicate, and GLEN ELLYN shall accept, the Glen Oak Lift Station and all related sanitary sewer utilities, all of which shall be provided to GLEN ELLYN at no cost. This dedication may occur prior to January 30, 2018 if GLEN ELLYN successfully extends sanitary sewer to the properties currently served by the Glen Oak Lift Station, or at a point when all properties currently served by the

Glen Oak Lift Station sign annexation agreements with GLEN ELLYN.

- iii. Upon connection of GLEN ELLYN water service to the properties north of Hill Avenue and west of the Bridge (as shown in **Exhibit B**), LOMBARD shall abandon its water mains servicing said properties; and
 - iv. Upon the transfer of the Glen Oak Lift Station as provided for herein, GLEN ELLYN shall accept a jurisdictional transfer of Hill Avenue and all sanitary sewer utilities owned by or under the jurisdiction of LOMBARD west of the Bridge, as depicted on the Sidwell Map attached hereto as **Exhibit H** and made a part hereof. LOMBARD will continue to serve these areas with water until GLEN ELLYN shall have an alternate system in place, and shall request in writing that LOMBARD cut off this area from its system and transfer ownership of the water lines to GLEN ELLYN without cost to GLEN ELLYN.
- C. Fire Service. LOMBARD agrees to waive, and shall cause the Glenbard Fire Protection District to waive, any and all fire protection service disconnection fees for any properties adjacent to Hill Avenue that receive future fire protection services from the Glen Ellyn Fire Company. LOMBARD further agrees to continue providing fire protection services to de-annexed properties as provided for in the de-annexation agreements attached hereto as **Group Exhibit I** and made a part hereof. In the event that the Glenbard Fire Protection District makes a claim for payments from GLEN ELLYN regarding the annexation of Hill Avenue properties to GLEN ELLYN, all such claims and charges shall be promptly paid by LOMBARD.
- D. Street and Roadway Weight Limits. LOMBARD and GLEN ELLYN acknowledge that several businesses adjacent to Hill Avenue generate and utilize truck traffic. LOMBARD and GLEN ELLYN mutually agree that they shall not enact weight restrictions on municipal roads which lead to the Bridge prohibiting trucks weighing 80,000 pounds or less from accessing these businesses, unless necessitated by public safety, roadway deterioration or state or federal law. Limitations or closures of the Bridge shall only take place if the decision is based upon clearly enunciated engineering deficiencies and after consultation and approval from the Illinois Department of Transportation. In the event that either LOMBARD or GLEN ELLYN take action to restrict truck traffic to the businesses adjacent to Hill Avenue on the basis of public safety and/or roadway deterioration, such action shall be supported by an independent traffic or engineering study showing the necessity of the action taken.

E. Salt Storage. LOMBARD agrees to lease a portion of the Hill Avenue Stormwater Plant to GLEN ELLYN, allowing GLEN ELLYN to store salt thereon. The terms and conditions of such lease shall be consistent with LOMBARD policy as determined by its Board of Trustees. Upon request by GLEN ELLYN, such a lease shall be approved by LOMBARD at no cost to GLEN ELLYN. The lease shall limit salt storage use to an area west of the southern clarifier; require compliance with all floodplain and IEPA regulations, and include a hold harmless and indemnification provision. The lease shall require GLEN ELLYN to vacate the property if LOMBARD requires use of the property for a plant expansion.

7. **LOMBARD INDEMNIFICATION OF GLEN ELLYN.** LOMBARD shall indemnify and hold harmless GLEN ELLYN, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of LOMBARD, or its officers, agents, employees, consultants or contractors, arising from the design or construction of the Project, or performance of its obligations under this Agreement. LOMBARD further agrees to require any contractor working on the Project to include GLEN ELLYN, and its respective elected officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the Project, which insurance policies shall be written with insurers and in amounts reasonably satisfactory to GLEN ELLYN.
8. **GLEN ELLYN INDEMNIFICATION OF LOMBARD.** GLEN ELLYN shall indemnify and hold harmless LOMBARD, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not

limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from or as a result of GLEN ELLYN's performance of its obligations under this Agreement.

9. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in Sections 7 or 8 above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

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

If to LOMBARD:

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

If to GLEN ELLYN:

Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified

mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

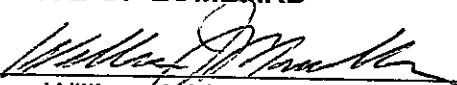
11. **COUNTERPARTS**. This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
12. **ENTIRE AGREEMENT**. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
13. **EFFECTIVE DATE**. This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, LOMBARD, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and GLEN ELLYN, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk.


VILLAGE OF LOMBARD

By:

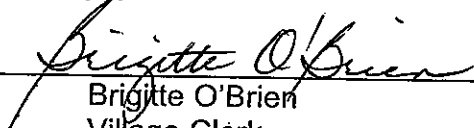

William J. Mueller
Village President

VILLAGE OF GLEN ELLYN

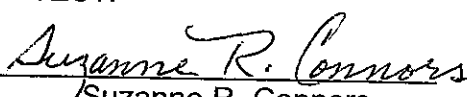
By:


Mark Pfefferman
Village President

ATTEST:


Brigitte O'Brien
Village Clerk

ATTEST:


Suzanne R. Connors
Village Clerk

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 J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 7th day of October, 2010.

Diane M Jantelezio
Notary Public

My Commission Expires: 11/13/2013



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 Mark Pfefferman and Suzanne R. Connors, personally known to me to be the Village President and Village Clerk of the Village of Glen Ellyn, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Glen Ellyn, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Glen Ellyn, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Glen Ellyn, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Ellyn, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 28 day of September, 2010.

Katherine B. Bewick
Notary Public

My Commission Expires: 3/12/12

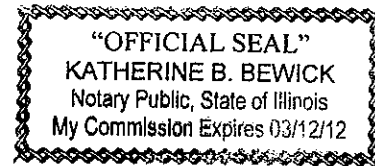


Exhibit A

Map Showing Location of Bridge

(see attached)

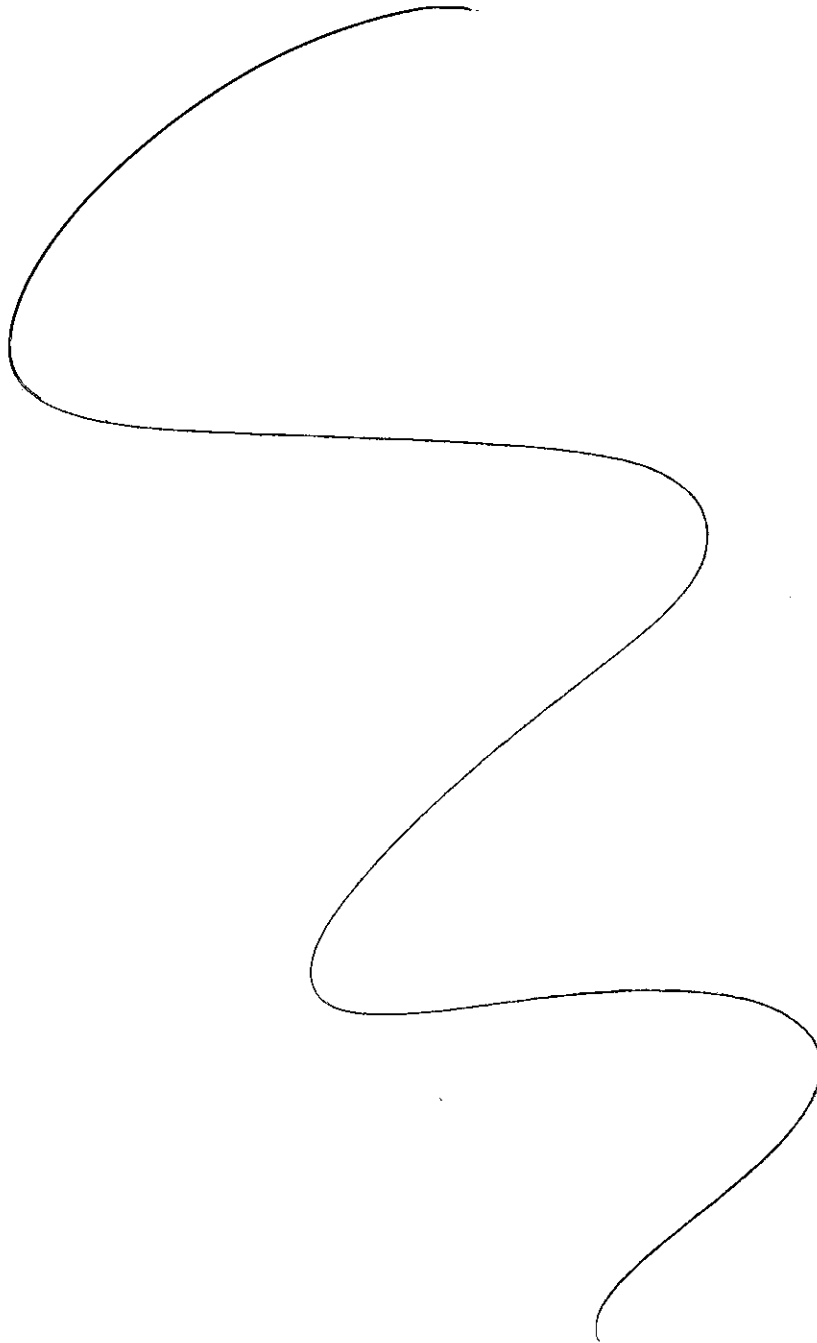
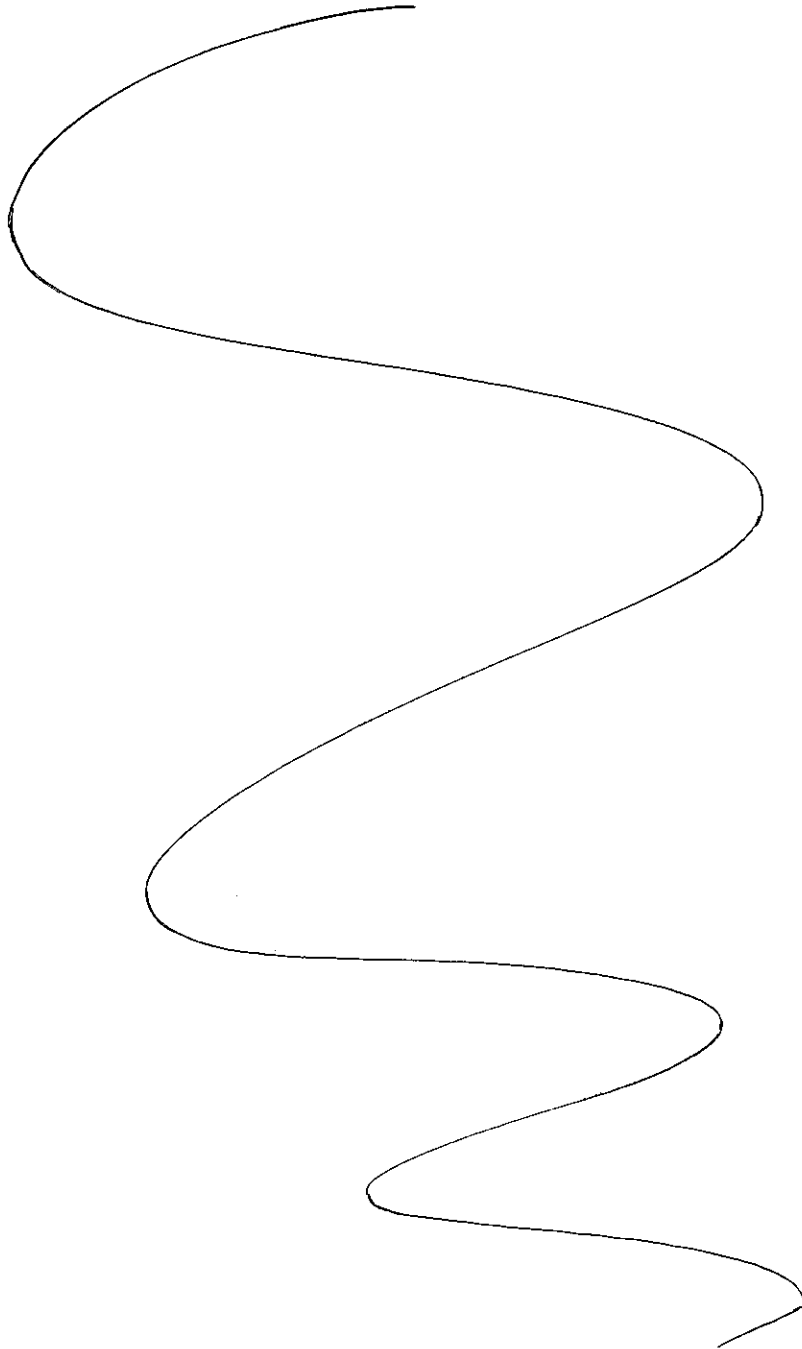


Exhibit B

Map Depicting Property North of Hill Avenue and West of Bridge

(see attached)



UNION PACIFIC RAILROAD

0512505007

0512505006

0512207031

HILLY

0512208004

GLENDALE

0512203005

EXHIBIT
A

HILL AVENUE
BRIDGE



INCORPORATED LOMBARD

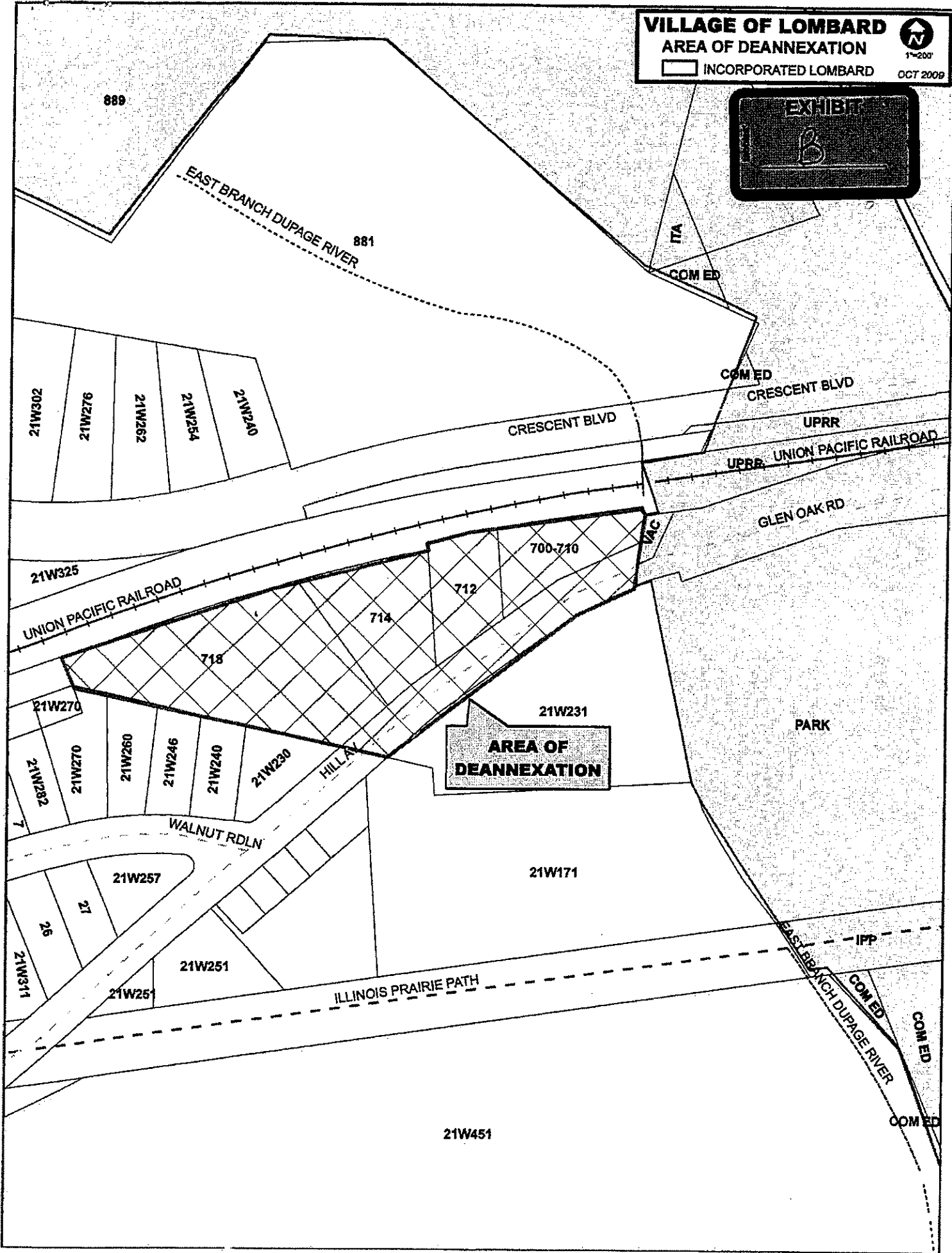
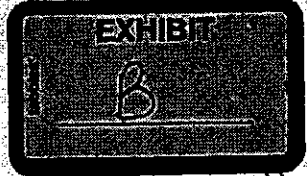
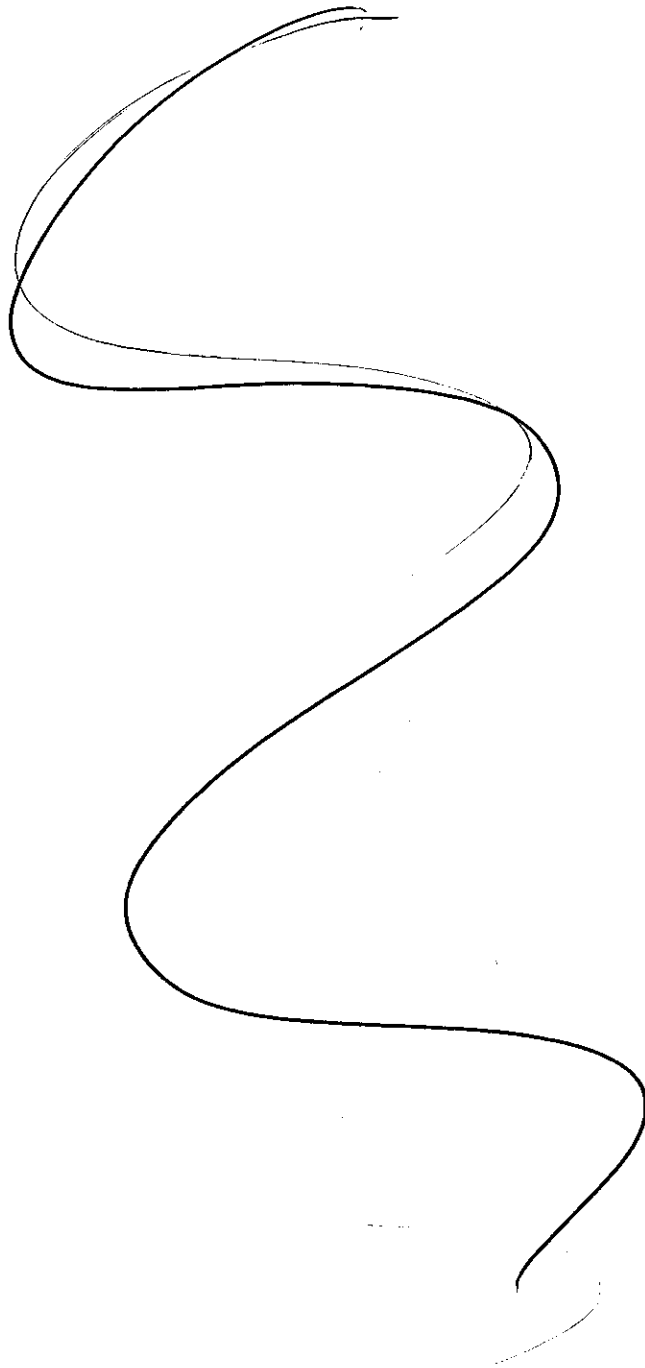


Exhibit C

Map Depicting Churchill Woods Property

(see attached)



**DUPAGE COUNTY
TAX PARCEL ATLAS
SECTION 5-12B**
SHOWING CHURCHILL WOODS &
HILL AVENUE AREAS

EXHIBIT
C

**CHURCHILL WOODS
FOREST PRESERVE**

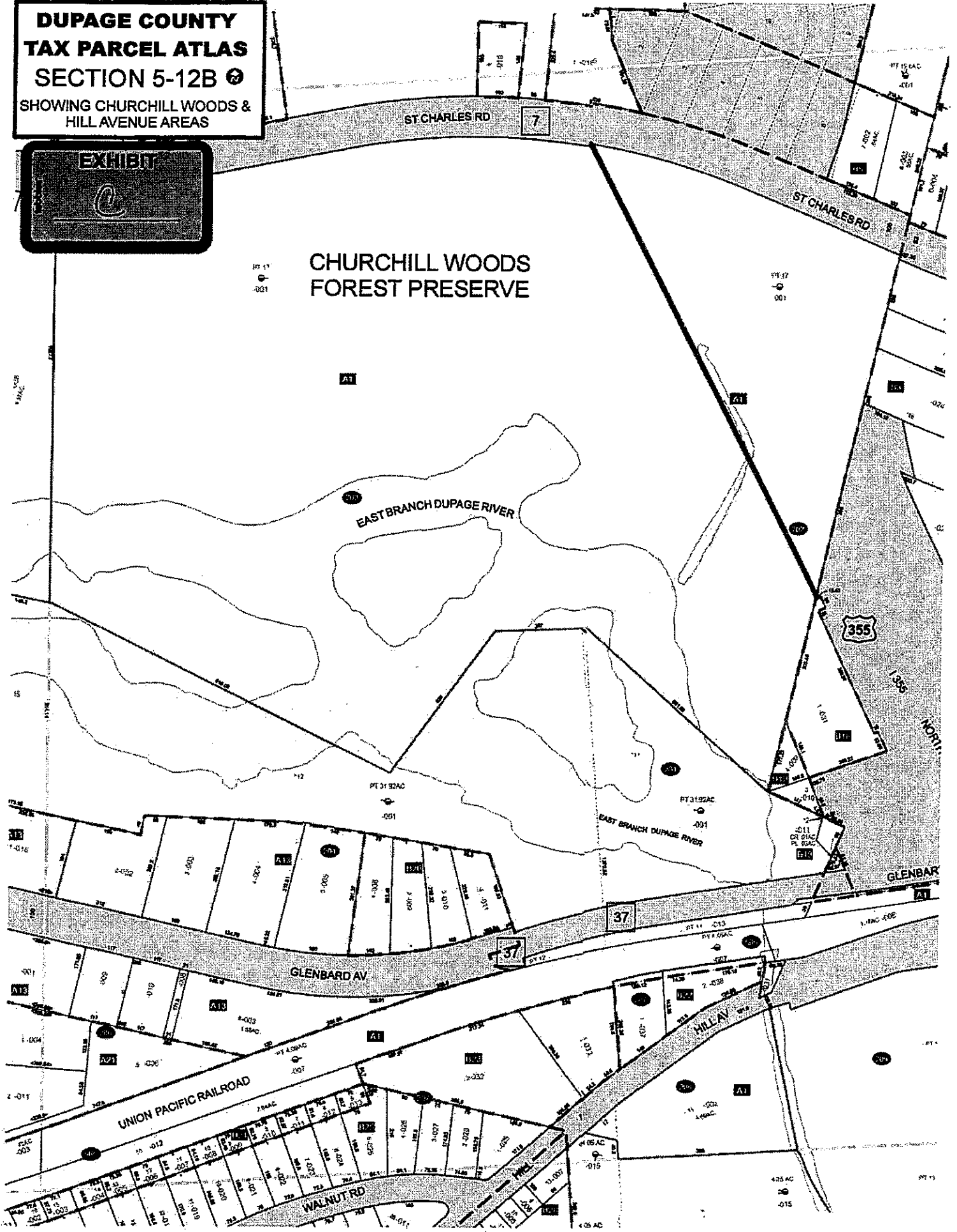
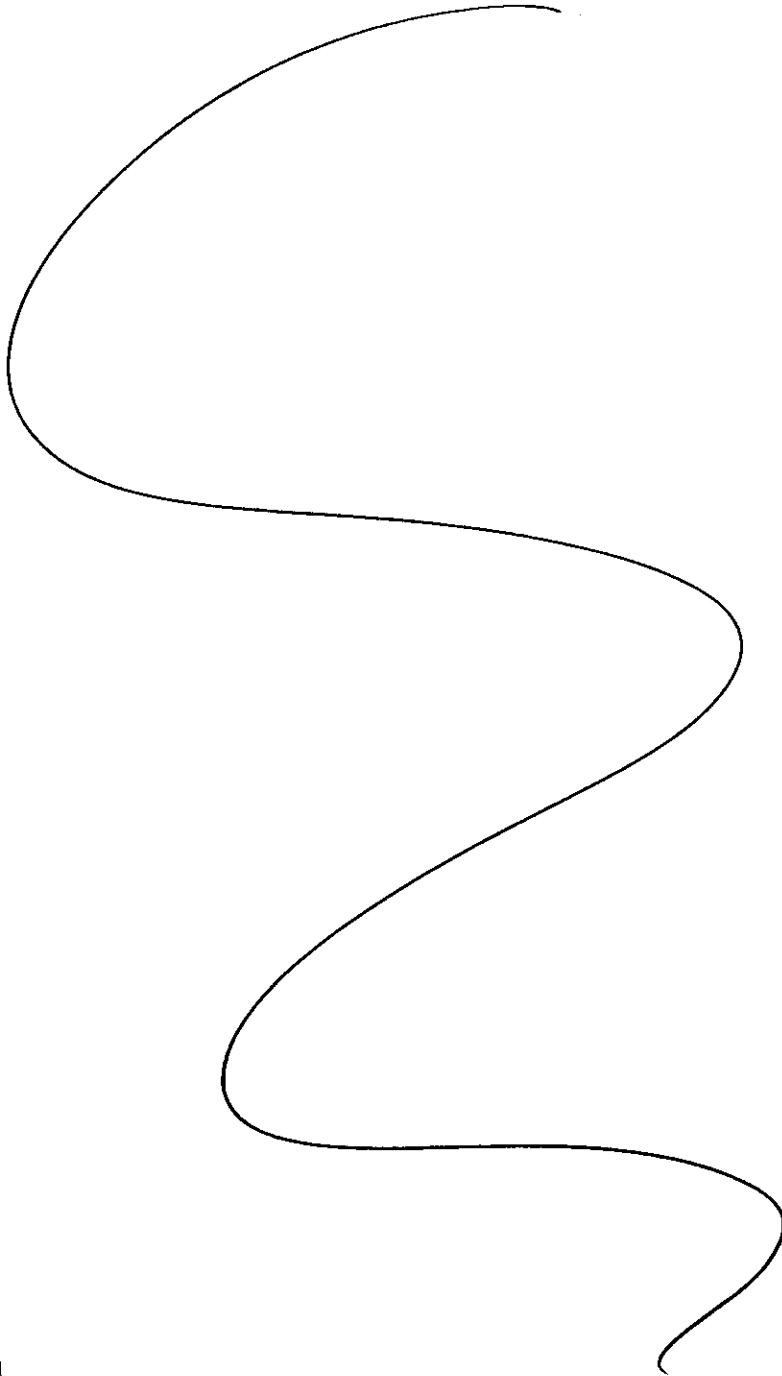


Exhibit D

Map Depicting Certain Properties West of I-355

(see attached)



PARCELS WEST OF I-355
PARCELS WEST OF I-355
VILLAGE LIMITS

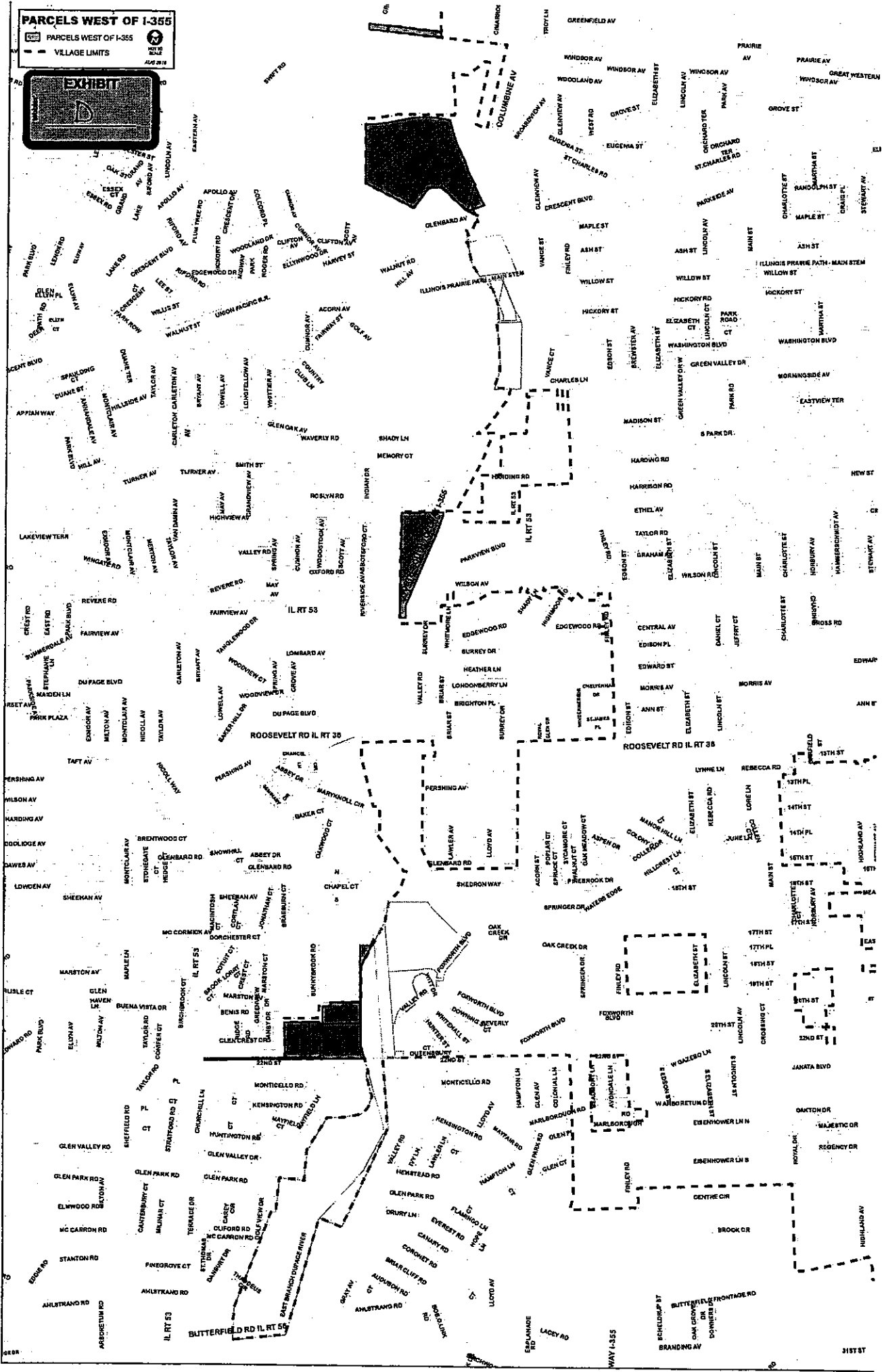


Exhibit E

Map Depicting Territory Known as Flowerfield

(see attached)

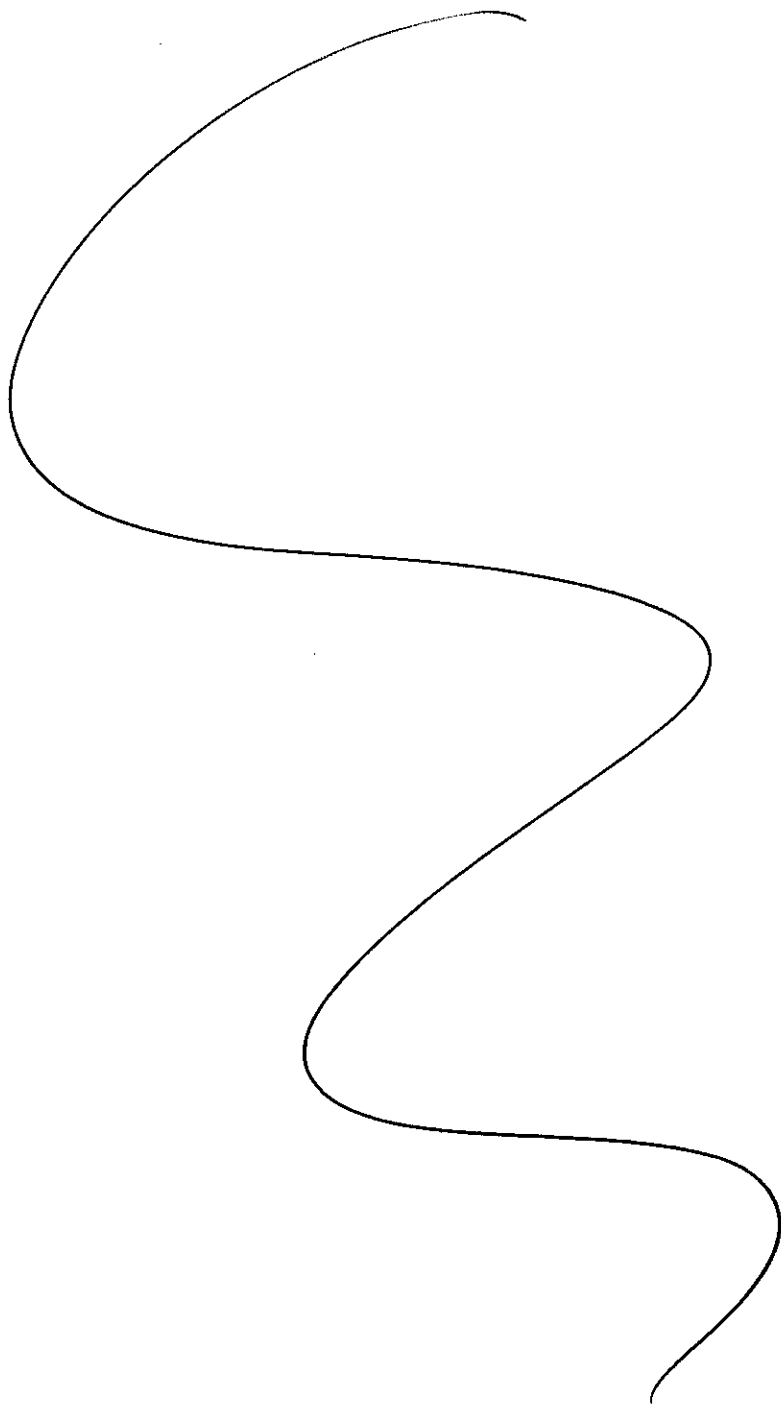





EXHIBIT E
FLOWERFIELD SUBDIVISION

 PARCELS IN FLOWERFIELD
 LOMBARD VILLAGE BOUNDARY

922710
 NOT TO SCALE


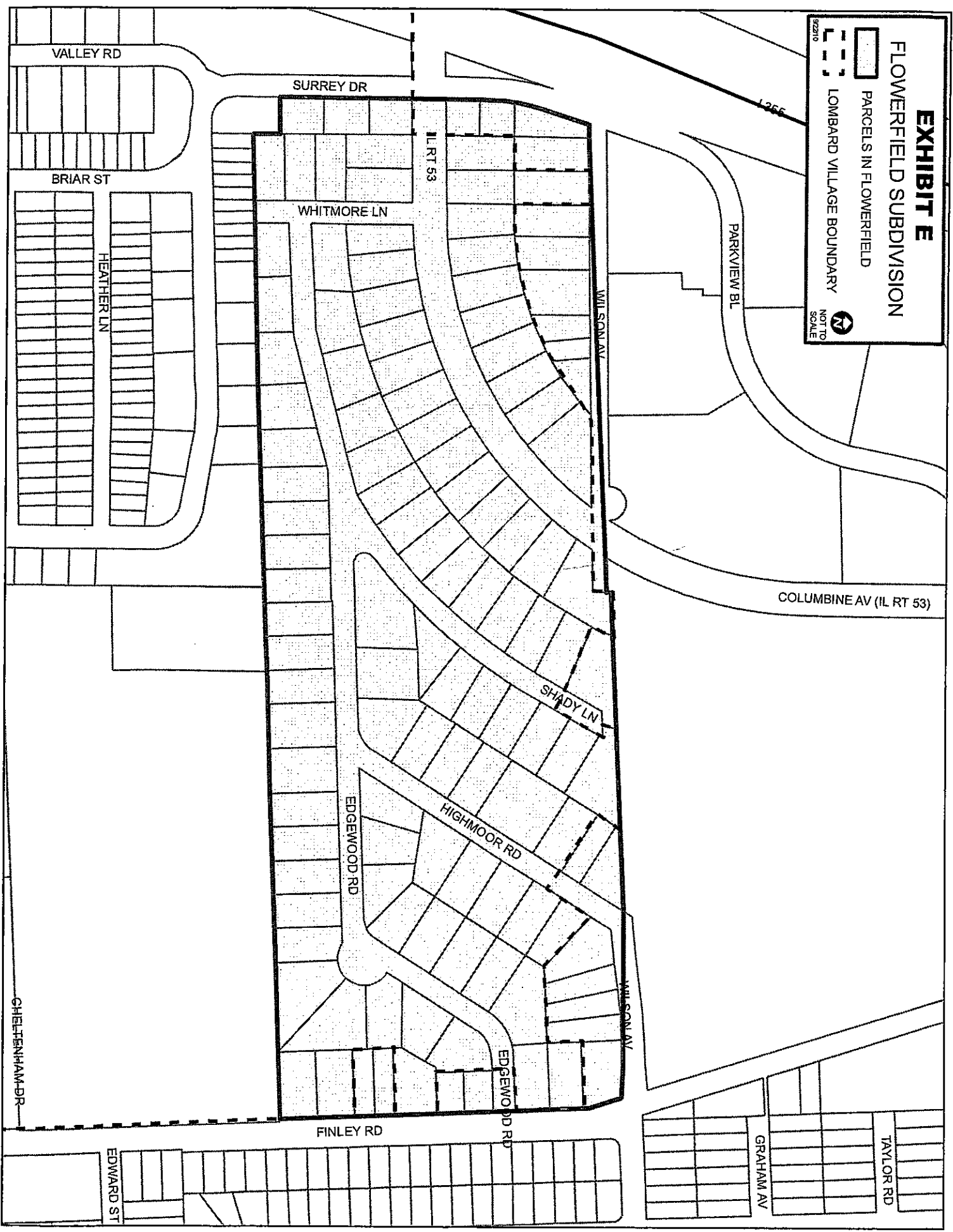


Exhibit F

Map Depicting Western Acres Golf Course

(see attached)

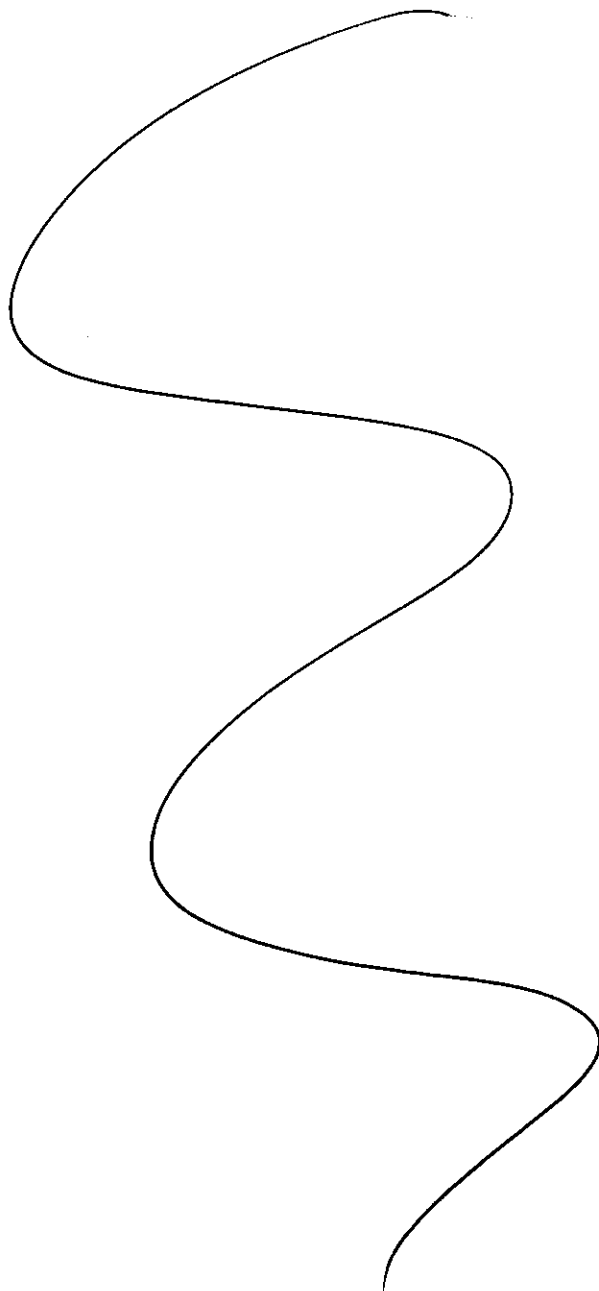


EXHIBIT F

WESTERN ACRES GOLF COURSE

PARCELS IN WESTERN ACRES G.C.

LOMBARD VILLAGE BOUNDARY



92210

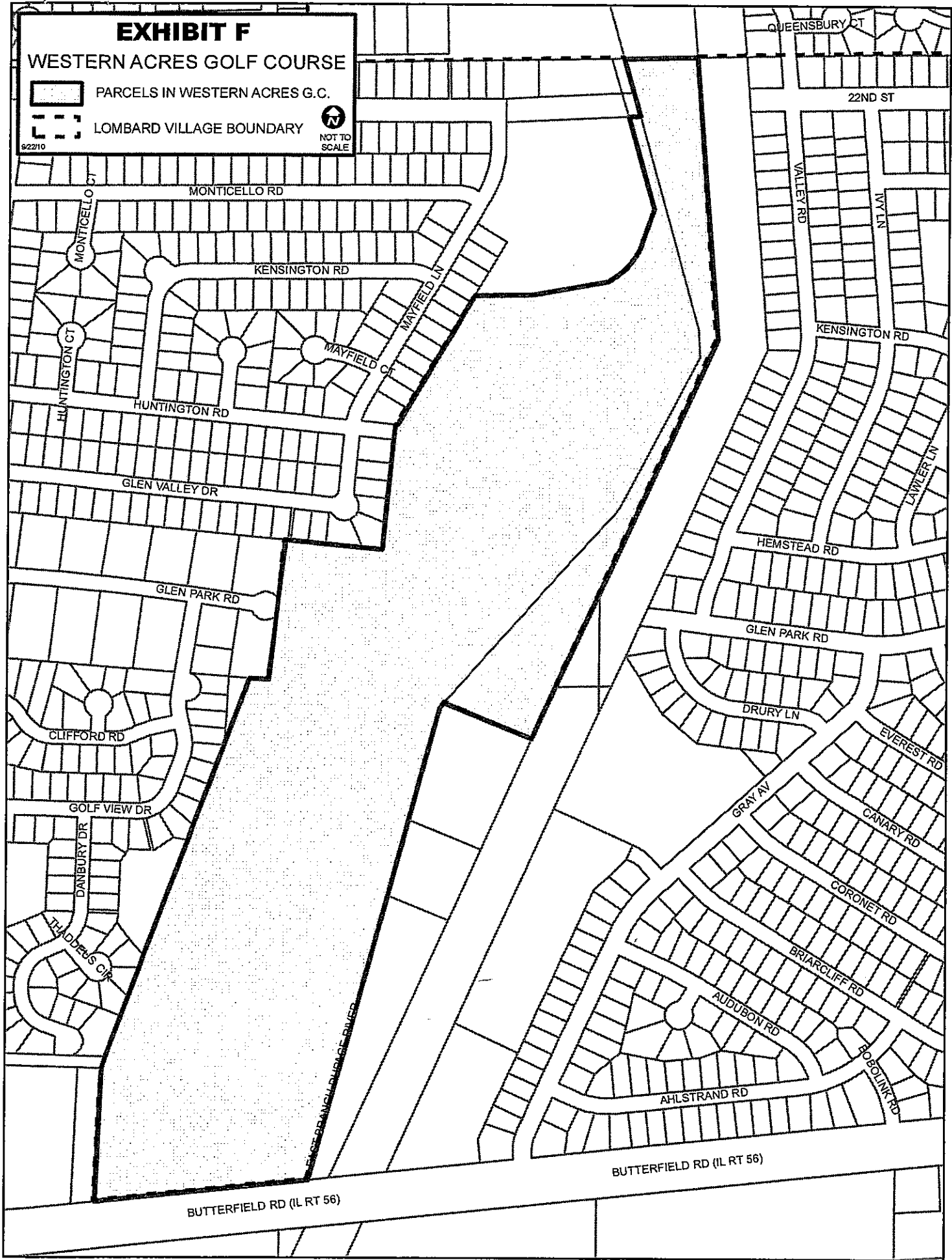


Exhibit G

Map Depicting the Great Western Trail

(see attached)

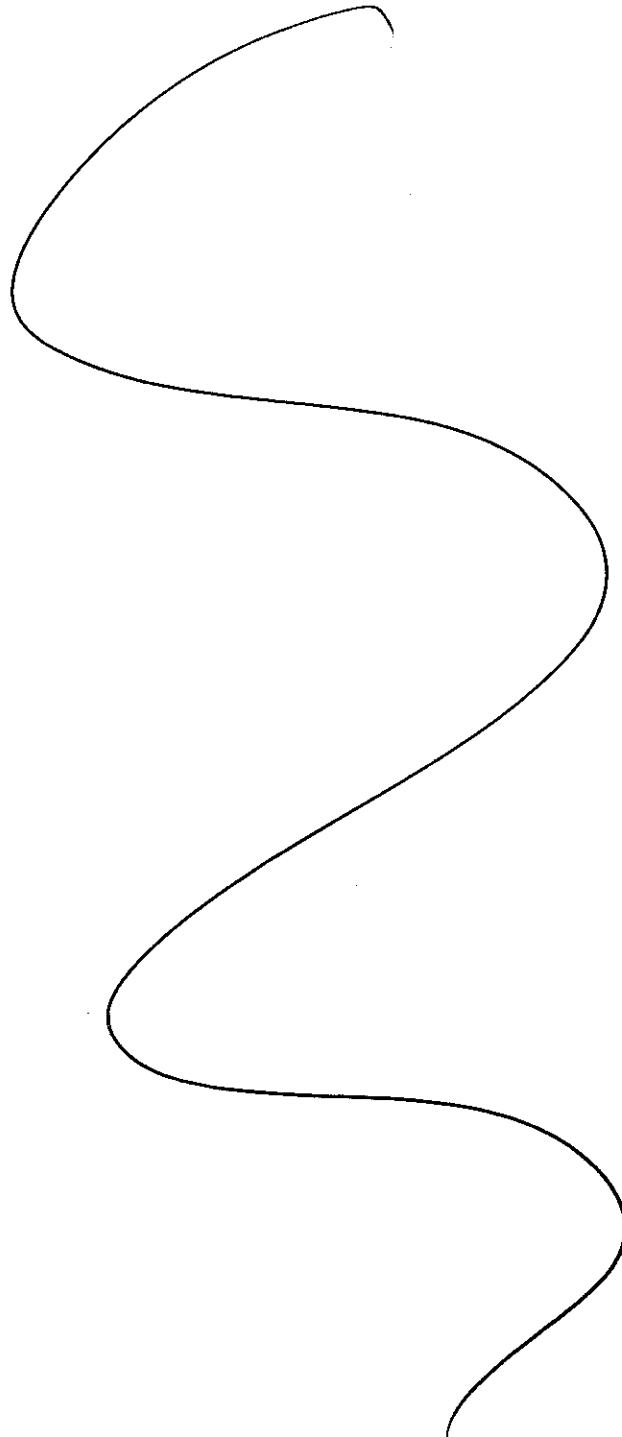


EXHIBIT G

GREAT WESTERN TRAIL

9/2/10

▭ PARCELS IN GREAT WESTERN TRAIL

⋯ LOMBARD VILLAGE BOUNDARY



NOT TO SCALE

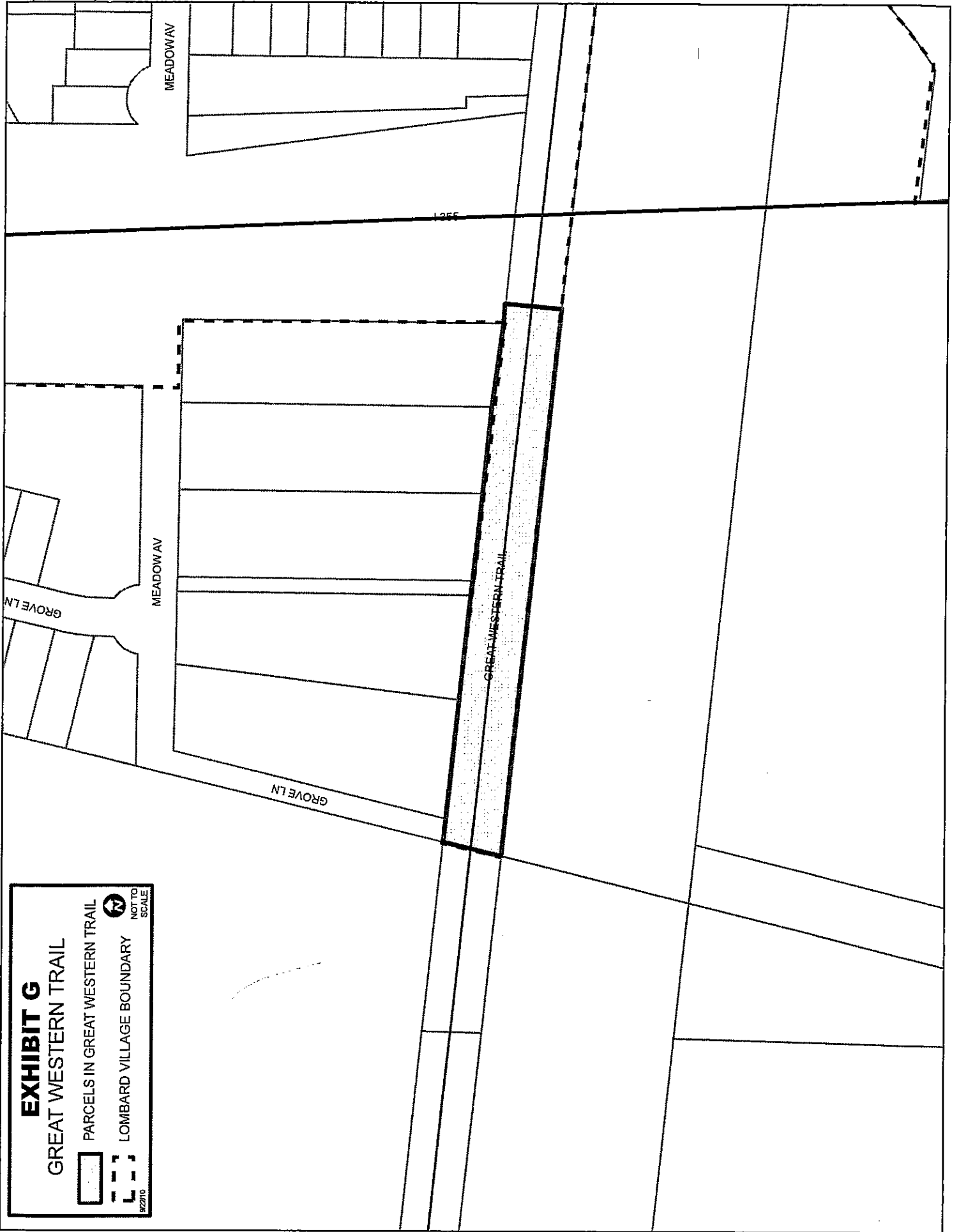


Exhibit H

Map Depicting Location of Hill Avenue and All Water and Sanitary Sewer Utilities Subject to Jurisdictional Transfer

(see attached)

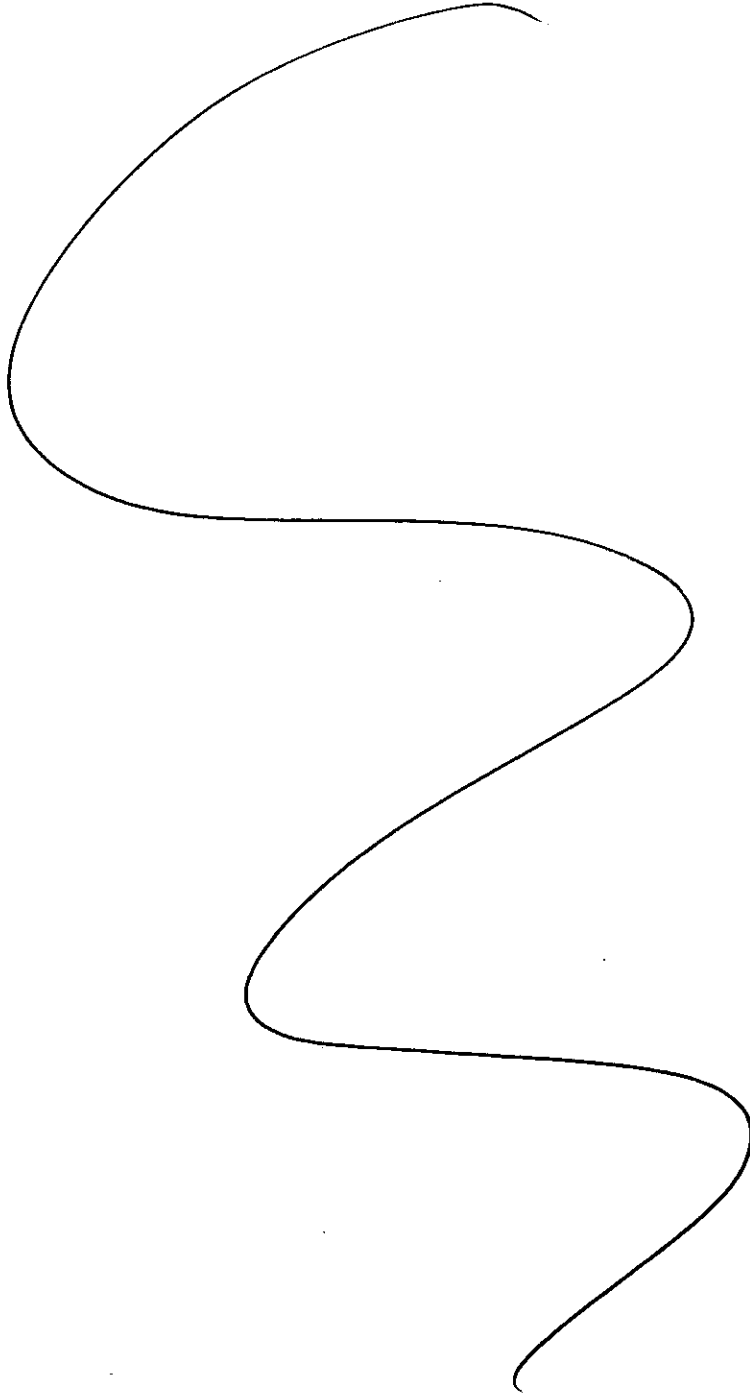


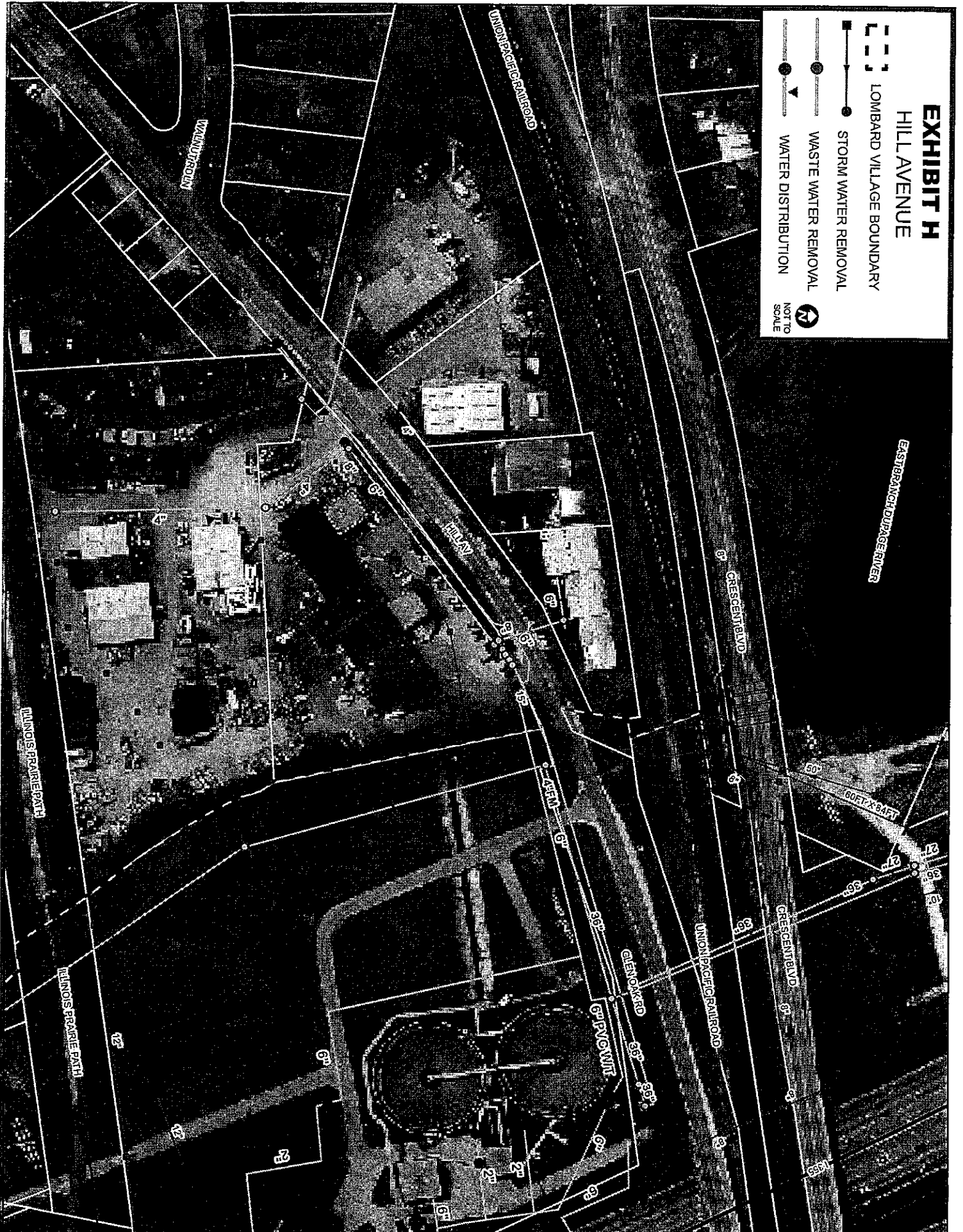
EXHIBIT H HILL AVENUE

LOMBARD VILLAGE BOUNDARY

- STORM WATER REMOVAL
- WASTE WATER REMOVAL
- WATER DISTRIBUTION

NOT TO SCALE

EAST BRANCH DUPAGE RIVER

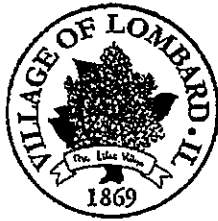


Group Exhibit I

De-Annexation Agreements

(see attached)

H:\PW\Director\Hill Avenue Bridge\Hill Avenue Bridge IGA 9.22.10.doc\3146324.0000



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
OCT. 28, 2009 11:25 AM
OTHER 05-12-207-033
024 PAGES R2009-163399

ORDINANCE 6399

**AUTHORIZING THE EXECUTION OF A DISCONNECTION
AGREEMENT**

PIN: 05-12-207-033 and 05-12-207-032

Address: 714 and 718 W. Hill Avenue, Lombard, IL

(OTHERWISE KNOWN AS: 2141100 CASH ELEM^{Fl.} 60148)
Hill Ave

Return To:
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

ORDINANCE 6399

**AN ORDINANCE AUTHORIZING THE
EXECUTION OF A DISCONNECTION AGREEMENT**

(BOT 09-02: 714 W. Hill Ave & 718 W. Hill Ave.)

(See also Ordinance No.(s) 6400, 6401 & 6402)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Disconnection Agreement (hereinafter the "Agreement") pertaining to the properties located at 714 W. Hill Ave. & 718 W. Hill Ave., Lombard, Illinois to be entered into; and,

WHEREAS, the Agreement has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, the legal owners of the lots of record, which are the subject of said Agreement, are ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and,

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/7-3-4, as amended, for the execution of said Agreement have been complied with.

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

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

SECTION 2: This ordinance is limited and restricted to the property generally located at 714 W. Hill Ave. & 718 W. Hill Ave., Lombard, Illinois containing 2.82 acres more or less and legally described as follows:

PARCEL #1:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS

Ordinance No. 6399

Re: BOT 09-02

Page 2

DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

PARCEL #2:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

along with those portions of Hill Avenue and Glen Oak Road adjacent thereto.

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 1st day of October, 2009.

First reading waived by action of the Board of Trustees this _____ day of _____, 2009.

Passed on second reading this 15th day of October, 2009.

Ayes: Trustees Gron, Tross, Wilson, Moreau, Fitzpatrick and Ware

Nays: None

Absent: None

Approved this 15th day of October, 2009.

Ordinance No. 6399

Re: BOT 09-02

Page 3



William J. Mueller, Village President

ATTEST:



Brigitte O'Brien, Village Clerk

Published this 19th day of October, 2009.



Brigitte O'Brien, Village Clerk

DISCONNECTION AGREEMENT

This DISCONNECTION AGREEMENT ("Agreement") is made and entered into this 9TH day of JUNE, 2009, by and between the Village of Lombard, a municipal corporation ("Village"); and JEAN NOORLAG/NOORLAG REAL ESTATE ("Owner");
GROUP LLC

WITNESSETH:

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

WHEREAS, the Subject Property is within the existing corporate boundaries of the Village; and

WHEREAS, Owner is desirous of disconnecting the entirety of the Subject Property from the Village pursuant to provisions of 65ILCS 5/7-3-4; and

WHEREAS, the Village has no objection to the disconnection of the Subject Property from the Village; and

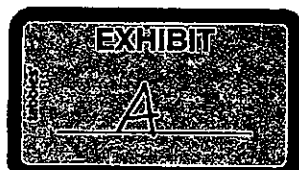
WHEREAS, the Subject Property consists of approximately 2.82 acres of land; and

WHEREAS, all owner(s) of record of the Subject Property have signed a Petition for Disconnection of the Subject Property and delivered same to the Village a copy of which is attached hereto as EXHIBIT B and made part hereof (the "Disconnection Petition"); and

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Owner agree as follows:

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

2. **Disconnection:** The Village shall upon the approval of this agreement, take all necessary actions to disconnect the Subject Property from the Village pursuant to 65ILCS 5/7-3-4.



3. **Zoning:** Upon disconnection of the Subject Property from the Village as set forth herein, the Subject Property shall be subject to the applicable provisions of the DuPage County Zoning Code until annexed by another municipality.

4. **Water and Sanitary Sewer Utilities:** The Subject Property is currently connected to and is served by the Village's water and sanitary sewer service systems. Subsequent to the disconnection of the Subject Property, the Village, subject to all rules, regulations and ordinances of the Village, will continue to supply sanitary sewer service and water service to the Subject Property at an "in-Village" rate, to such capacity and in such amounts as will adequately service the Subject Property as currently provided. However, the Village the provision of water services shall be subject to the following requirements:

- A. Upon annexation of the Subject Property to another municipality, the Subject Property shall immediately relinquish water service rights with the Village upon the installation of water mains within the adjacent Hill Avenue right-of-way to the Subject Property from the municipality or another public utility service entity.
- B. If the Subject Property has not been annexed into another municipality within a ten (10) year time period (after the date of the disconnection), the Owner and Village shall enter into an agreement extension addressing potential time extension(s) as determined by the mutual consent of the parties.
- C. During the time period between disconnection from the Village and annexation into another municipality, the Owner of the Subject Property shall receive prior written consent from the Village, prior to the Subject Property being redeveloped in a manner that requires an increased demand for water service. However, this section shall not be construed as requiring that the Village is obligated to approve any permits that provide for an increase in water services.

Such increases in water services shall include, but are not limited to:

- (1) Expansion of any existing principal structures;
- (2) Construction of a new principal structure;
- (3) An increased number of water connections (excluding life-safety devices); and
- (4) Complete redevelopment of the Subject Property.

5. **Reserve Clause:** The requirements outlined in this Agreement shall not prevent another municipality from providing water service to the Subject Property.

6. **Fire Protection:** To the extent that fire protection service is unavailable to the Subject Property by another fire protection entity after disconnection from the Village, the Village agrees to continue to provide such services under the provisions of Chapter 33 of the Lombard Village Code, including the imposition of applicable service fees.

7. **Police Protection:** Upon its disconnection from the Village, the Subject Property shall no longer be under jurisdiction of Village law enforcement; however, policing services shall immediately commence by the DuPage County Sheriff's Department.

8. **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 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 Owner:

*Jean NOORLAG / NOORLAG REAL ESTATE GROUP
P.O. BOX 3328
GLEN ELLYN, IL 60138* *LLC*

With a copy to:

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

B. Binding Effect:

This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, grantees and lessees.

- C. 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.

- D. 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.

- E. Reserved

- F. 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.

- G. 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.

- H. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the Village at no expense to the Owner.

- I. Authorization to Execute: If applicable, the officers of Owner executing this Agreement warrant that they have been lawfully authorized by Owner's Board of Directors to execute this Agreement on behalf of said Owner. The President and Deputy Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and 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.

- J. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner 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.
- K. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.
- L. Conflict Between the Text and Exhibits: In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of this Agreement shall control and govern.
- M. Definition of Village: When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village of Lombard unless the context clearly indicates otherwise.
- N. 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 signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.
- O. Venue: The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

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

VILLAGE:

VILLAGE OF LOMBARD, an Illinois
municipal corporation

ATTEST:

Brigitte O'Brien
Village Clerk

By: [Signature]
President

DATED: 10/15/09

OWNER:

ATTEST:

Susan K. Clutter
Title: Notary
DATED: 6-5-09

By: _____
Name: Jessie Hovland
Title: _____



ACKNOWLEDGMENTS

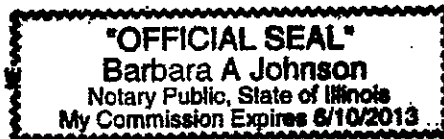
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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 October, 2009.

Commission expires June 10, 2013.

Barbara A Johnson
Notary Public



SCHEDULE OF EXHIBITS

EXHIBIT A: Legal Description of Subject Property

EXHIBIT B: Disconnection Petition

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named JEAN NOORLAG and
NOORLAG REAL ESTATE GROUP, are personally known to me to be the OWNER
President and _____ Secretary of _____
_____ 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 _____ President and _____
Secretary they signed and delivered the said instrument, pursuant to authority given by the Board
of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act
and deed of said Corporation, for the uses and purposes therein set forth, and the said
_____, then and there acknowledged that said _____
Secretary as custodian of the corporate seal of said Corporation caused said seal to be
affixed to said instrument as said _____ Secretary's own free and voluntary act
and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 9th day of June,
2009.

Commission expires



Susan K. Clutter
Notary Public

EXHIBIT A

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

LEGAL DESCRIPTION:

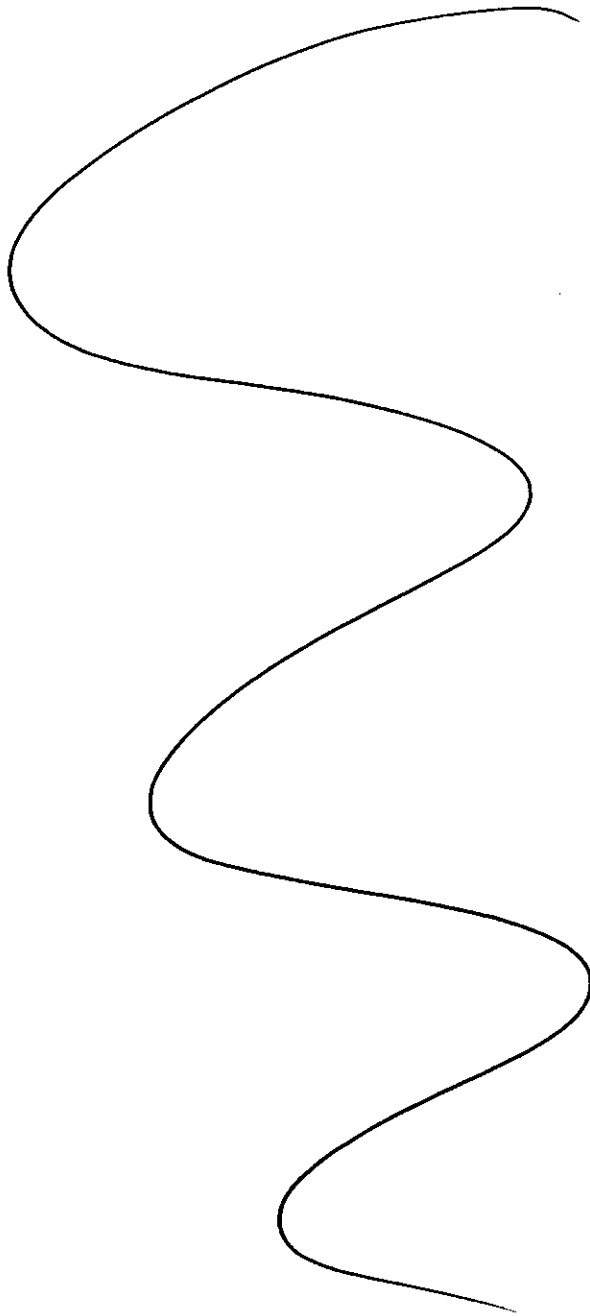
LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

EXHIBIT B

Disconnection Petition



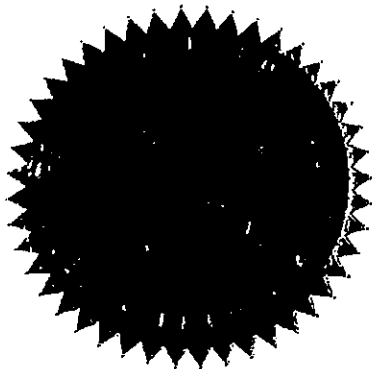


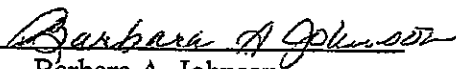
I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board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

I further certify that attached hereto is a copy of PETITION FOR DISCONNECTION FROM THE VILLAGE OF LOMBARD PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 714 W. HILL PIN: 05-12-207-033 AND 718 W. HILL PIN: 05-12-207-032

of the said Village as it appears from the official records of said Village duly approved August 4, 2009.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 2nd day of September, 2009.





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

**PETITION FOR DISCONNECTION
FROM THE VILLAGE OF LOMBARD
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

This Petition for Disconnection, dated this 4TH day of AUGUST, 2009, is made by JEAN NOORLAG NOORLAG REAL ESTATE GROUP (hereinafter referred to as OWNER), to the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE").

WITNESSETH:

WHEREAS, the OWNER is the owner of certain real property, which is legally described on EXHIBIT "A" attached hereto and made part hereof (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the PROPERTY is currently situated within the corporate limits of the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and

WHEREAS, the PROPERTY is not contiguous to the corporate limits of any other municipality; and

WHEREAS, attached hereto as EXHIBIT "B," and made part hereof, is the certificate of the DuPage County Clerk, showing that all VILLAGE taxes and assessments relative to the PROPERTY have been paid in full; and

WHEREAS, the OWNERS~~S~~ desire to disconnect the PROPERTY from the VILLAGE;

NOW, THEREFORE, the OWNERS~~S~~ hereby specifically petition and request that the VILLAGE take all necessary and appropriate actions required to disconnect the PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.

OWNER: JEAN S. NOORLAG
By: OWNER
Name: JEAN S. NOORLAG
Title: _____

Attest: _____
Name: Lynne A. Hulis
Title: _____

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 4TH day of
AUGUST, 2009.

By: [Signature]
Name: MICHAEL TOTH
Title: _____

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 the above-named JEAN NOORLAG and _____, personally known to me to be the _____ and _____ of OWNER, _____, and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ of OWNER, _____, appeared before me this day in person and acknowledged that as such _____ and _____ of OWNER, _____, they signed and delivered the said instrument, as their free and voluntary act, on behalf of OWNER, _____, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 31ST day of July, 2009.

My Commission expires 4-16-2011.

Susan K. Clutter
Notary Public



EXHIBIT "A"

**LEGAL DESCRIPTION OF THE PROPERTY,
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2**

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

EXHIBIT "B"

**COUNTY CLERK CERTIFICATION
THAT ALL VILLAGE OF LOMBARD
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

2. PARCEL #2:

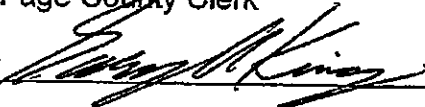
LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

Gary A. King,
DuPage County Clerk

By: 

Name: GARY A KING

Title: COUNTY CLERK

Date: 9/1/09

(SEAL)

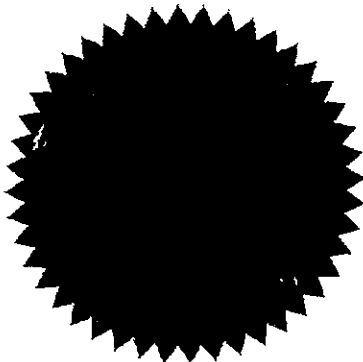


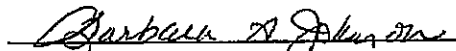
I, **Barbara A. Johnson**, hereby certify that I am the duly qualified Deputy Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Deputy Village Clerk, I maintain and am safekeeper of the records and files of the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

I further certify that attached hereto is a
copy of ORDINANCE 6399
AN ORDINANCE AUTHORIZING THE EXECUTION OF
A DISCONNECTION AGREEMENT
714 & 718 W. HILL AVENUE
P.I.N.: 05-12-207-033 & 05-12-207-032

of the said Village as it appears from the official records
of said Village duly approved October 15, 2009.

In **Witness Whereof**, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 19th day of October, 2009.




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



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
OCT. 28, 2009 11:25 AM
PLAT 05-12-207-033
023 PAGES R2009-163400

ORDINANCE 6400

**ORDINANCE DISCONNECTING CERTAIN PROPERTY
FROM THE VILLAGE OF LOMBARD**

PIN: 05-12-207-033 and 05-12-207-032

Address: 714 and 718 W. Hill Avenue, Lombard, IL 60148

(OTUSAL 150 2009 A: 21W/150 GEN ELEM 6037)

Return To:
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

ORDINANCE NO. 6400

**AN ORDINANCE DISCONNECTING
CERTAIN PROPERTY FROM THE VILLAGE OF LOMBARD**

(714 W. Hill Ave & 718 W. Hill Ave)

WHEREAS, the provisions of 65 ILCS 5/7-3-4 and 5/7-3-5 grant the Village of Lombard (hereinafter the "Village") the right to disconnect territory that is within the corporate limits of the Village, and is on the border of said corporate limits, upon receipt of a written petition to do so, signed by the owners of record of a majority of the area of the land within said territory; and

WHEREAS, that certain property, commonly known as 714 W. Hill Ave & 718 W. Hill Ave and legally described in Section 1 below, (hereinafter the "Subject Properties"), is located within the corporate limits of the Village, but is on the border of said corporate limits; and

WHEREAS, a Petition for Disconnection, a copy of which is attached hereto as EXHIBIT A and made a part hereof, has been submitted to the Village, relative to the Subject Properties, pursuant to 65 ILCS 5/7-3-4 and 5/7-3-5; and

WHEREAS, a Plat of Disconnection for the Subject Property, a copy of which is attached hereto as EXHIBIT B and made a part hereof, has been submitted to the Village and found to be acceptable; and

WHEREAS, the statutory provisions of 65 ILCS 5/7-3-4 and 5/7-3-5, as amended, for the disconnection of territory from the Village, have been fully complied with; and

WHEREAS, it is in the best interests of the Village that the Subject Properties be disconnected from the Village;

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

Ordinance No. 6400
Hill Avenue Disconnection

SECTION 1: That the following-described property is, pursuant to 65 ILCS 5/7-3-4 and

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

along with those portions of Hill Avenue and Glen Oak Road adjacent thereto.

SECTION 2: That the Village Clerk is hereby directed to record with the Recorder of Deeds of DuPage County, Illinois, and to file with the County Clerk of DuPage County, Illinois:

- A. A copy of this Ordinance certified by the Village Clerk; and
- B. A plat of the disconnected territory, said plat to be attached to the aforesaid certified copy of this Ordinance (EXHIBIT B);

within ninety (90) days of the adoption of this Ordinance.

Ordinance No. 6400
Hill Avenue Disconnection

SECTION 3: That the Village Clerk is hereby directed to notify the election authority having jurisdiction in the territory hereby disconnected, and the post office branch serving the territory hereby disconnected, of said disconnection, by certified mail, return receipt requested, within thirty (30) days of the adoption of this Ordinance.

SECTION 4: That the various provisions of this Ordinance are to be considered severable, and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 5: That all Ordinances or parts of Ordinances in conflict or which are inconsistent with this Ordinance shall be repealed to the extent of any such conflict or inconsistency.

SECTION 6: That this Ordinance shall be in full force and effect after its adoption, approval and publication in pamphlet form as provided by law.

Passed on first reading this 1st day of October, 2009.

First reading waived by action of the Board of Trustees this _____ day of _____, 2009.

Passed on second reading this 15th day of October, 2009, pursuant to a roll call vote as follows:


AYES: Trustees Gron, Tross, Wilson, Moreau, Fitzpatrick and Ware

NAYS: None

ABSENT: None

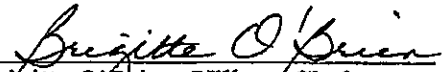
APPROVED by me this 15th day of October, 2009.

Ordinance No. 6400
Hill Avenue Disconnection



William J. Mueller, Village President

ATTEST:



Brigitte O'Brien, Village Clerk

Published by me in pamphlet form this 19th day of October, 2009.



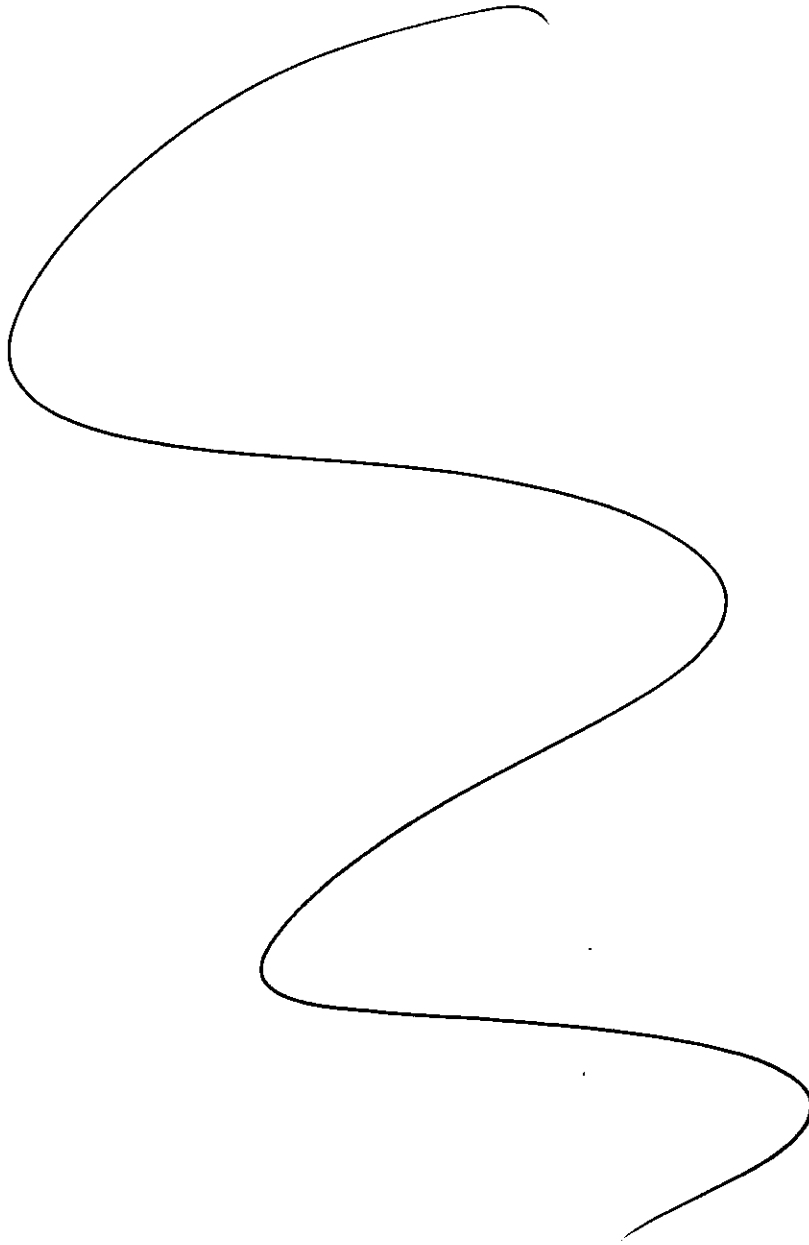
Brigitte O'Brien, Village Clerk

Ordinance No. _____
Hill Avenue Disconnection

EXHIBIT A

PETITION FOR DISCONNECTION

(see attached)



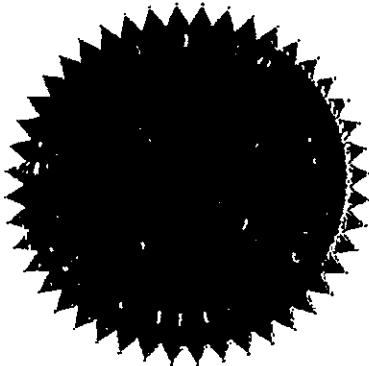


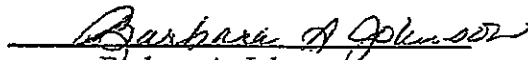
I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board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

I further certify that attached hereto is a copy of PETITION FOR DISCONNECTION FROM THE VILLAGE OF LOMBARD PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 714 W. HILL PIN: 05-12-207-033 AND 718 W. HILL PIN: 05-12-207-032

of the said Village as it appears from the official records of said Village duly approved August 4, 2009.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 2nd day of September, 2009.




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

**PETITION FOR DISCONNECTION
FROM THE VILLAGE OF LOMBARD
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

This Petition for Disconnection, dated this 4TH day of AUGUST, 2009, is made by JEAN NOORLAG NOORLAG REAL ESTATE COMPANY (hereinafter referred to as OWNER), to the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE").

WITNESSETH:

WHEREAS, the OWNER is the owner of certain real property, which is legally described on EXHIBIT "A" attached hereto and made part hereof (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the PROPERTY is currently situated within the corporate limits of the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and

WHEREAS, the PROPERTY is not contiguous to the corporate limits of any other municipality; and

WHEREAS, attached hereto as EXHIBIT "B," and made part hereof, is the certificate of the DuPage County Clerk, showing that all VILLAGE taxes and assessments relative to the PROPERTY have been paid in full; and

WHEREAS, the OWNERS~~S~~ desire to disconnect the PROPERTY from the VILLAGE;

NOW, THEREFORE, the OWNERS~~S~~ hereby specifically petition and request that the VILLAGE take all necessary and appropriate actions required to disconnect the PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.

OWNER: Jean S Noorlag
By: OWNER
Name: JEAN S. NOORLAG
Title: _____

Attest: _____
Name: Lynne A. Hulis
Title: _____

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 4TH day of
AUGUST, 2009.

By: [Signature]
Name: Michael Roth
Title: _____

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 the above-named JEAN NOORLAG and _____, personally known to me to be the _____ and _____ of OWNER, _____, and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ of OWNER, _____, appeared before me this day in person and acknowledged that as such _____ and _____ of OWNER, _____, they signed and delivered the said instrument, as their free and voluntary act, on behalf of OWNER, _____, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 31ST day of July, 2009.

My Commission expires 4-16-2011.

Susan K. Clutter
Notary Public

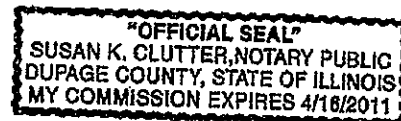


EXHIBIT "A"

**LEGAL DESCRIPTION OF THE PROPERTY,
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2**

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

EXHIBIT "B"

**COUNTY CLERK CERTIFICATION
THAT ALL VILLAGE OF LOMBARD
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

Gary A. King,
DuPage County Clerk

(SEAL)

By: 

Name: GARY A KING

Title: COUNTY CLERK

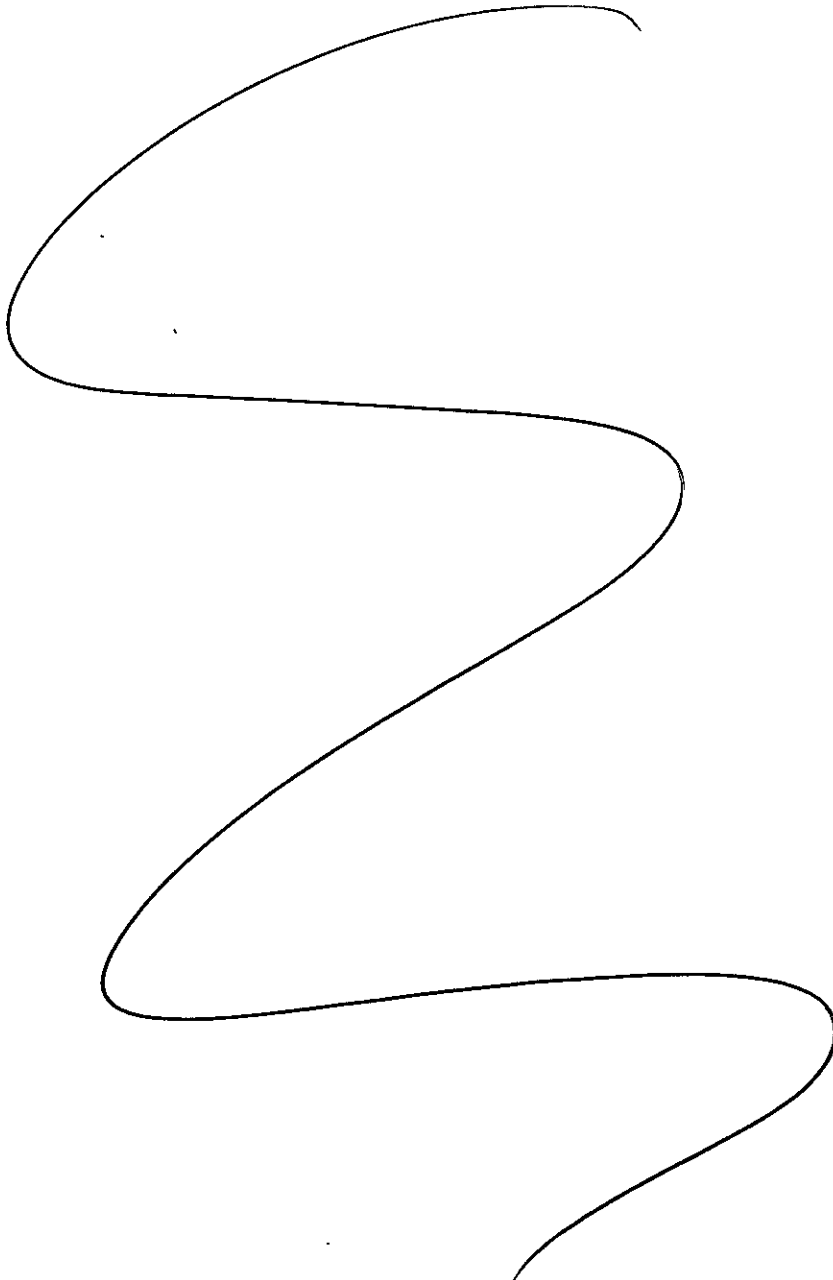
Date: 9/1/09

Ordinance No. _____
Hill Avenue Disconnection

EXHIBIT B

PLAT OF DISCONNECTION

(see attached)



P.L.N. 05-12-207-032
-033

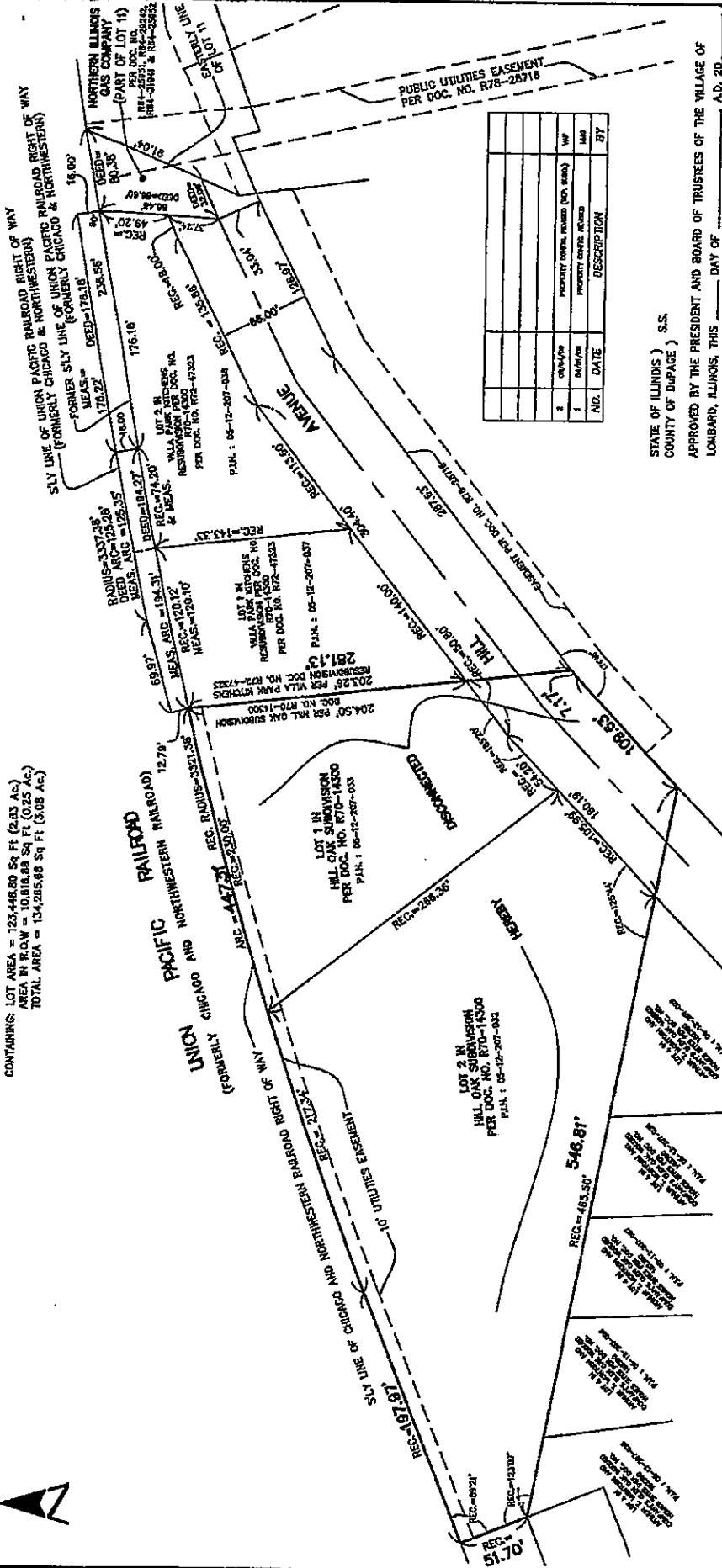
PLAT OF DISCONNECT

FROM THE VILLAGE OF LOMBARD, ILLINOIS

LOTS 1 AND 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NO. 870-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOTS 1 AND 2 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: LOT AREA = 123,448.60 Sq Ft (2.83 Ac.)
AREA IN R.O.W. = 10,616.88 Sq Ft (0.25 Ac.)
TOTAL AREA = 134,065.48 Sq Ft (3.08 Ac.)

GRAPHIC SCALE



NO.	DATE	DESCRIPTION	BY
1	05/12/2007	PLAT OF DISCONNECT	J.S.S.
2	05/12/2007	PLAT OF DISCONNECT	J.S.S.

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

ORDERED BY: VILLAGE OF LOMBARD, DEPARTMENT
OF COMMUNITY DEVELOPMENT
255 E. WILSON ROAD
LOMBARD, ILLINOIS 60148

RETURN TO: VILLAGE OF LOMBARD
255 E. WILSON ROAD
LOMBARD, ILLINOIS 60148

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.
APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF
LOMBARD, ILLINOIS, THIS _____ DAY OF _____ A.D. 20____

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.
WE, GENTILE AND ASSOCIATES, INC. HEREBY CERTIFY THAT THIS PLAT
HAS BEEN PREPARED AT AND UNDER MY DIRECTION, OF THE PROPERTY
RECORDS TO THE VILLAGE OF LOMBARD, ILLINOIS.



GENTILE & ASSOCIATES, INC.
2200 W. WILSON ROAD
LOMBARD, ILLINOIS 60148
PHONE (630) 918-4242
FAX (630) 918-4244

PREPARED FOR: VILLAGE OF LOMBARD DEPT. OF COMMUNITY DEVELOPMENT
ORDER NO. 08-19812-0PLAT OF DISCONNECT
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. _____
MY LICENSE EXPIRES NOVEMBER 30, 2010.

BY: _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF
DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____ A.D. 20____
AT _____ O'CLOCK _____ M.

BY: _____ FEBRUARY 10, _____ A.D. 20 09

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. _____
MY LICENSE EXPIRES NOVEMBER 30, 2010.

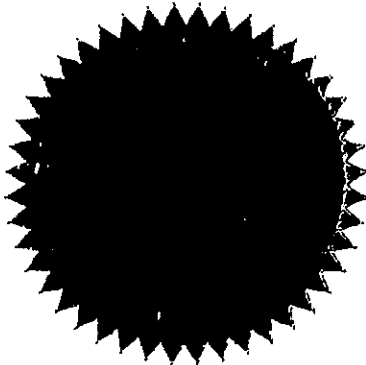


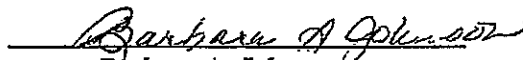
I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board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

I further certify that attached hereto is a copy of PETITION FOR DISCONNECTION FROM THE VILLAGE OF LOMBARD PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 714 W. HILL PIN: 05-12-207-033 AND 718 W. HILL PIN: 05-12-207-032

of the said Village as it appears from the official records of said Village duly approved August 4, 2009.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 2nd day of September, 2009.




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

**PETITION FOR DISCONNECTION
FROM THE VILLAGE OF LOMBARD
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

This Petition for Disconnection, dated this 4TH day of AUGUST, 2009, is made by JEAN NOORLAG ~~NOORLAG REAL ESTATE COMPANY~~ (hereinafter referred to as OWNER), to the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE").

WITNESSETH:

WHEREAS, the OWNER is the owner of certain real property, which is legally described on EXHIBIT "A" attached hereto and made part hereof (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the PROPERTY is currently situated within the corporate limits of the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and

WHEREAS, the PROPERTY is not contiguous to the corporate limits of any other municipality; and

WHEREAS, attached hereto as EXHIBIT "B," and made part hereof, is the certificate of the DuPage County Clerk, showing that all VILLAGE taxes and assessments relative to the PROPERTY have been paid in full; and

WHEREAS, the OWNER~~S~~ desire to disconnect the PROPERTY from the VILLAGE;

NOW, THEREFORE, the OWNER~~S~~ hereby specifically petition and request that the VILLAGE take all necessary and appropriate actions required to disconnect the PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.

OWNER: Jean S. Noorlag
By: OWNER
Name: JEAN S. NOORLAG
Title: _____

Attest: _____
Name: Lynne A. Hulis
Title: _____

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 4TH day of
AUGUST, 2009.

By: MJ
Name: MICHAEL PETH
Title: _____

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 the above-named JEAN NOORLAG and _____, personally known to me to be the _____ and _____ of OWNER, _____, and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ of OWNER, _____, appeared before me this day in person and acknowledged that as such _____ and _____ of OWNER, _____, they signed and delivered the said instrument, as their free and voluntary act, on behalf of OWNER, _____, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 31ST day of July, 2009.

My Commission expires 4-16-2011.

Susan K. Clutter
Notary Public



EXHIBIT "A"

**LEGAL DESCRIPTION OF THE PROPERTY,
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2**

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

EXHIBIT "B"

**COUNTY CLERK CERTIFICATION
THAT ALL VILLAGE OF LOMBARD
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

2. PARCEL #2:

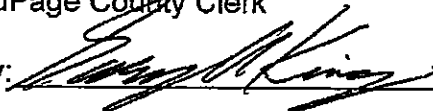
LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

Gary A. King,
DuPage County Clerk

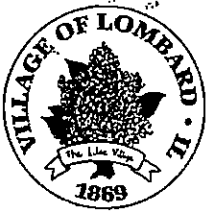
By: 

Name: GARY A KING

Title: COUNTY CLERK

Date: 9/1/09

(SEAL)

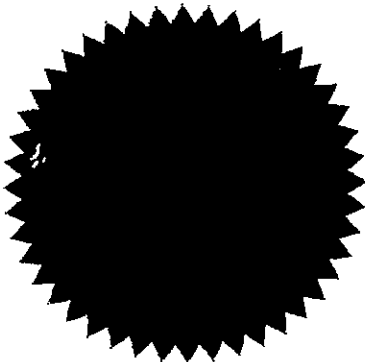


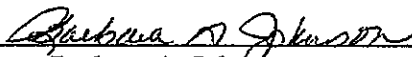
I, **Barbara A. Johnson**, hereby certify that I am the duly qualified Deputy Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Deputy Village Clerk, I maintain and am safekeeper of the records and files of the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

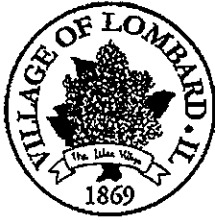
I further certify that attached hereto is a
copy of ORDINANCE 6400
AN ORDINANCE DISCONNECTING CERTAIN
PROPERTY FROM THE VILLAGE OF LOMBARD
714 & 718 W. HILL AVENUE
P.I.N.: 05-12-207-033 & 05-12-207-032

of the said Village as it appears from the official records
of said Village duly approved October 15, 2009.

In **Witness Whereof**, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 19th day of October, 2009.




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



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
OCT. 28, 2009 11:25 AM
OTHER 05-12-207-038
027 PAGES R2009-163401

ORDINANCE 6401

**AUTHORIZING THE EXECUTION OF A DISCONNECTION
AGREEMENT**

PIN: 05-12-207-038 and 05-12-207-037
Address: 700-710 and 712 W. Hill Avenue,
Lombard, IL 60148

(OTHERWISE KNOWN AS 2161200 GLEN ELM, IL 60137)

Return To:
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

ORDINANCE 6401

**AN ORDINANCE AUTHORIZING THE
EXECUTION OF A DISCONNECTION AGREEMENT**

(BOT 09-02: 712 W. Hill Ave. & 700-710 W. Hill Ave.)

(See also Ordinance No.(s) 6399, 6400 & 6402)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Disconnection Agreement (hereinafter the "Agreement") pertaining to the properties located at 712 W. Hill Ave. & 700-710 W. Hill Ave., Lombard, Illinois to be entered into; and,

WHEREAS, the Agreement has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, the legal owners of the lots of record, which are the subject of said Agreement, are ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and,

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/7-3-4, as amended, for the execution of said Agreement have been complied with.

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

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

SECTION 2: This ordinance is limited and restricted to the property generally located at 712 W. Hill Ave. & 700-710 W. Hill Ave., Lombard, Illinois containing 1.08 acres more or less and legally described as follows:

PARCEL #1:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11,

Ordinance No. 6401

Re: BOT 09-02 "

Page 2

1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALLY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037 ;

COMMON ADDRESS: 712 W. Hill Ave. Lombard, Illinois.

PARCEL #2:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG

THE THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22'=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-038;

COMMON ADDRESS: 700-710 W. Hill Ave. Lombard, Illinois.

along with those portions of Hill Avenue and Glen Oak Road adjacent thereto.

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 1st day of October, 2009.

First reading waived by action of the Board of Trustees this ____ day of _____, 2009.

Passed on second reading this 15th day of October, 2009.

Ayes: Trustees Gron, Tross, Wilson, Moreau, Fitzpatrick and Ware

Nays: None

Absent: None

Approved this 15th day of October, 2009.


William J. Mueller, Village President

Ordinance No. 6401

Re: BOT 09-02

Page 4

ATTEST:



Brigitte O'Brien, Village Clerk

Published this 19th day of October, 2009.



Brigitte O'Brien, Village Clerk

DISCONNECTION AGREEMENT

This DISCONNECTION AGREEMENT ("Agreement") is made and entered into this 4 day of May, 2009, by and between the Village of Lombard, a municipal corporation ("Village"); and G. VINCENT COYLE ("Owner");

WITNESSETH:

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

WHEREAS, the Subject Property is within the existing corporate boundaries of the Village; and

WHEREAS, Owner is desirous of disconnecting the entirety of the Subject Property from the Village pursuant to provisions of 65ILCS 5/7-3-4; and

WHEREAS, the Village has no objection to the disconnection of the Subject Property from the Village; and

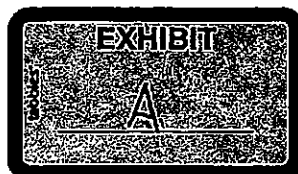
WHEREAS, the Subject Property consists of approximately 1.08 acres of land; and

WHEREAS, all owner(s) of record of the Subject Property have signed a Petition for Disconnection of the Subject Property and delivered same to the Village a copy of which is attached hereto as EXHIBIT B and made part hereof (the "Disconnection Petition"); and

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Owner agree as follows:

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

2. **Disconnection:** The Village shall upon the approval of this agreement, take all necessary actions to disconnect the Subject Property from the Village pursuant to 65ILCS 5/7-3-4.



3. **Zoning:** Upon disconnection of the Subject Property from the Village as set forth herein, the Subject Property shall be subject to the applicable provisions of the DuPage County Zoning Code until annexed by another municipality.

4. **Water and Sanitary Sewer Utilities:** The Subject Property is currently connected to and is served by the Village's water and sanitary sewer service systems. Subsequent to the disconnection of the Subject Property, the Village, subject to all rules, regulations and ordinances of the Village, will continue to supply sanitary sewer service and water service to the Subject Property at an "in-Village" rate, to such capacity and in such amounts as will adequately service the Subject Property as currently provided. However, the Village the provision of water services shall be subject to the following requirements:

- A. Upon annexation of the Subject Property to another municipality, the Subject Property shall immediately relinquish water service rights with the Village upon the installation of water mains within the adjacent Hill Avenue right-of-way to the Subject Property from the municipality or another public utility service entity.
- B. If the Subject Property has not been annexed into another municipality within a ten (10) year time period (after the date of the disconnection), the Owner and Village shall enter into an agreement extension addressing potential time extension(s) as determined by the mutual consent of the parties.
- C. During the time period between disconnection from the Village and annexation into another municipality, the Owner of the Subject Property shall receive prior written consent from the Village, prior to the Subject Property being redeveloped in a manner that requires an increased demand for water service. However, this section shall not be construed as requiring that the Village is obligated to approve any permits that provide for an increase in water services.

Such increases in water services shall include, but are not limited to:

- (1) Expansion of any existing principal structures;
- (2) Construction of a new principal structure;
- (3) An increased number of water connections (excluding life-safety devices); and
- (4) Complete redevelopment of the Subject Property.

5. **Reserve Clause:** The requirements outlined in this Agreement shall not prevent another municipality from providing water service to the Subject Property.

6. **Fire Protection:** To the extent that fire protection service is unavailable to the Subject Property by another fire protection entity after disconnection from the Village, the Village agrees to continue to provide such services under the provisions of Chapter 33 of the Lombard Village Code, including the imposition of applicable service fees.

7. **Police Protection:** Upon its disconnection from the Village, the Subject Property shall no longer be under jurisdiction of Village law enforcement; however, policing services shall immediately commence by the DuPage County Sheriff's Department.

8. **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 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 Owner:

With a copy to:

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

B. Binding Effect:

This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, grantees and lessees.

- C. 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.

- D. 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.

- E. Reserved

- F. 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.

- G. 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.

- H. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the Village at no expense to the Owner.

- I. Authorization to Execute: If applicable, the officers of Owner executing this Agreement warrant that they have been lawfully authorized by Owner's Board of Directors to execute this Agreement on behalf of said Owner. The President and Deputy Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and 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.

- J. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner 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.
- K. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.
- L. Conflict Between the Text and Exhibits: In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of this Agreement shall control and govern.
- M. Definition of Village: When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village of Lombard unless the context clearly indicates otherwise.
- N. 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 signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.
- O. Venue: The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

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

VILLAGE:

VILLAGE OF LOMBARD, an Illinois
municipal corporation

ATTEST:

Suzette O'Brien
Village Clerk

By: *William J. Muller*
President

DATED: _____

OWNER:

ATTEST:

Title: _____

DATED: _____

By: *L. Vincent Cuyler - Barbara J. Cuyler*
Name: L. VINCENT CUYLER - BARBARA J. CUYLER
Title: OWNERS

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 October, 2009.

Commission expires June 10, 2013.

Barbara A Johnson
Notary Public



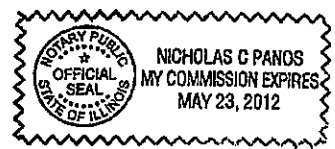
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named G. VINCENT CUYLER and BARBARA J. CUYLER, are personally known to me to be the OWNERS President and _____ Secretary of _____ and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and have _____ respectively, and that they appeared before me this day in Person and severally acknowledged that as such They President and _____ Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth, and the said _____, then and there acknowledged that said _____ Secretary as custodian of the corporate seal of said Corporation caused said seal to be affixed to said instrument as said _____ Secretary's own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 4th day of May, 2009.

Commission expires MAY 23, 2012

Nicholas C Panos
Notary Public



SCHEDULE OF EXHIBITS

EXHIBIT A: Legal Description of Subject Property

EXHIBIT B: Disconnection Petition

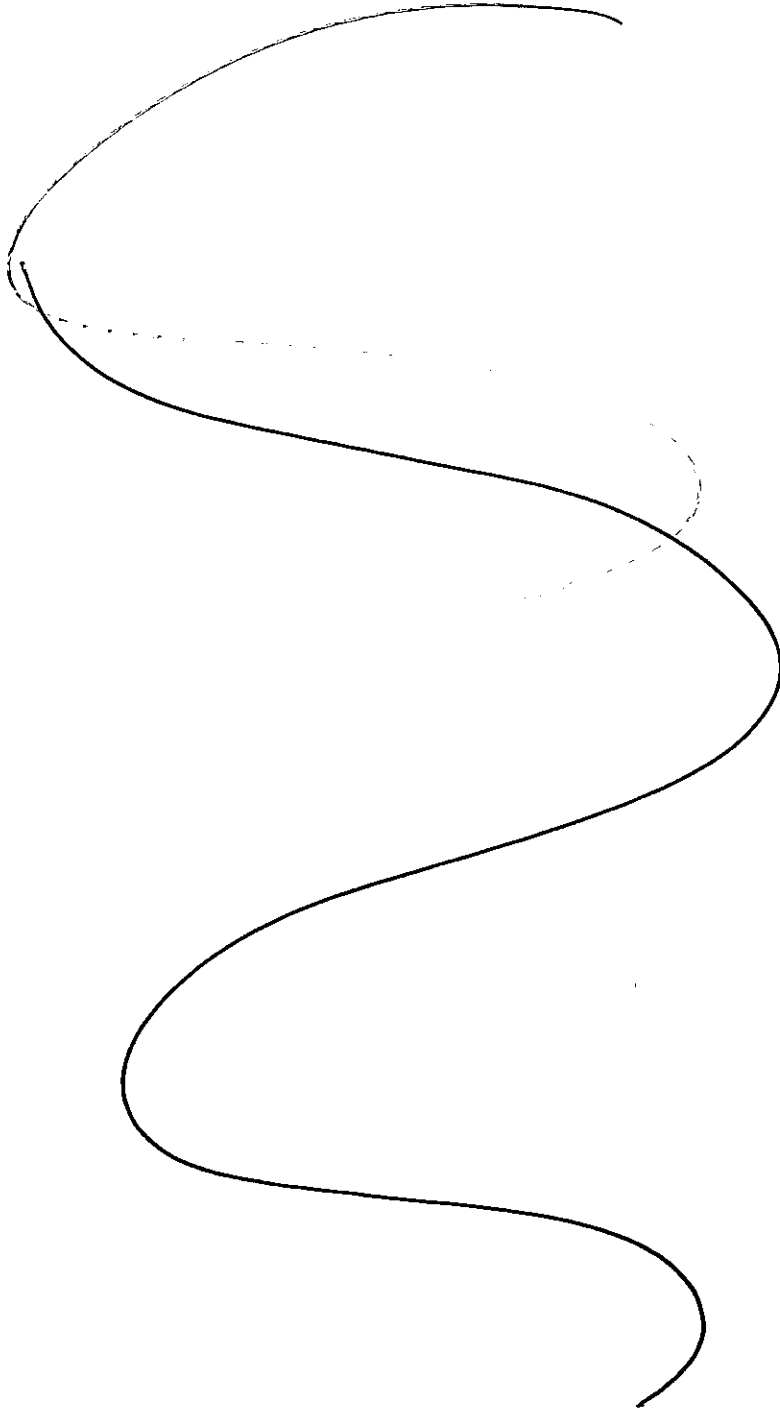


EXHIBIT A

PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALLY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037 ;

COMMON ADDRESS: 712 W. Hill Ave. Lombard, Illinois.

PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

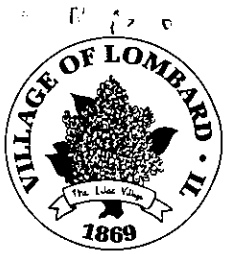
THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS, AND ALSO:

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P.I.N.: 05-12-207-038;

COMMON ADDRESS: 700-710 W. Hill Ave. Lombard, Illinois.

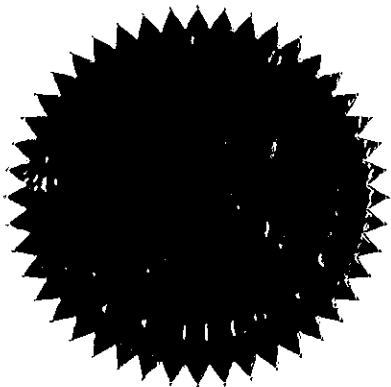


I, **Barbara A. Johnson**, hereby certify that I am the duly qualified Deputy Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Deputy Village Clerk, I maintain and am safekeeper of the records and files of the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

I further certify that attached hereto is a
copy of RESOLUTION 34-11
A RESOLUTION AUTHORIZING SIGNATURES OF THE
PRESIDENT AND CLERK
HILL AVENUE BRIDGE

of the said Village as it appears from the official records of said Village duly adopted October 7, 2010.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 13th day of October, 2010.



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

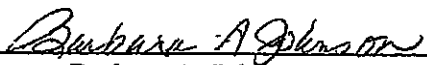


I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board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

I further certify that attached hereto is a copy of PETITION FOR DISCONNECTION FROM THE VILLAGE OF LOMBARD PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 712 W. HILL PIN:05-12-207-037 AND 700-710 W. HILL PIN: 05-12-207-038

of the said Village as it appears from the official records of said Village duly approved August 3, 2009.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 2nd day of September, 2009.


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

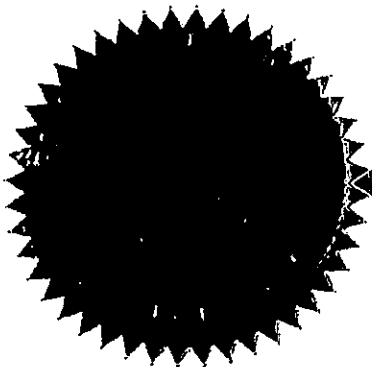


EXHIBIT B

Disconnection Petition

A large, stylized, handwritten signature or scribble, possibly representing the name 'S' or a similar character, written in black ink. The line starts at the top left, curves down and right, then loops back up and left, continuing with several more curves and loops before ending at the bottom right.