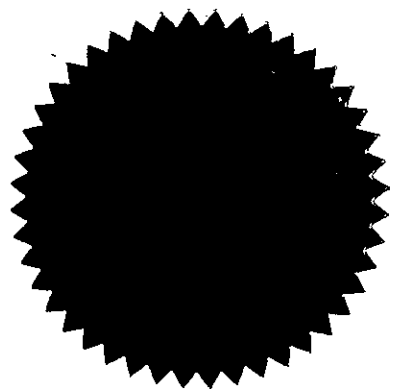


*Lorraine G. Gerhardt*  
Lorraine G. Gerhardt  
Village Clerk

PUBLISHED IN PAMPHLET FORM THIS 8<sup>th</sup> DAY OF NOVEMBER, 2000,  
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,  
DUPAGE COUNTY, ILLINOIS.



HIGHLANDS OF LOMBARD  
AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND REVISION TO THE  
SECOND AMENDMENT TO THE PRE-DEVELOPMENT AGREEMENT

FRONT OF PAMPHLET

PAMPHLET

ORDINANCE  
4884

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SECOND REVISION TO THE SECOND AMENDMENT TO THE PRE-DEVELOPMENT AGREEMENT FOR THE HIGHLANDS OF LOMBARD PLANNED DEVELOPMENT

(PC 00-51: Highlands of Lombard)

(See also Ordinance No.(s) 4833, 4834, 4876, and 4883

WHEREAS, LASALLE BANK, N.A., not individually but as successor trustee under a

Trust Agreement dated October 16, 1984 and known as Trust No. 109023 and EDWARD F. HEIL, sole beneficiary of said Trust (hereinafter collectively referred to as "Owner") and the Village previously entered into a Pre-Development Agreement pursuant to Ordinance 4123, adopted January 18, 1996 (hereinafter referred to as the "Original Agreement") relative to the Property legally described in Section 2 below (hereinafter referred to as "the Property"); and

WHEREAS, the Owner and Village previously entered into a First Amendment to Pre-Development Agreement pursuant to Ordinance 4201, adopted September 5, 1996 (hereinafter referred to as the First Amendment) relative to the Property (the First Amendment and Original Amendment being collectively referred to as the First Amended Agreement); and

WHEREAS, MID-AMERICA REAL ESTATE CORPORATION, an Illinois Corporation, (hereinafter referred to as "the Developer"); has entered into an agreement with the Owner for the development of the non-cemetery portion of the Property legally described in Section 3 below (hereinafter referred to as the "B3 Property"); and

WHEREAS, the Owner, the Developer and the Village of Lombard entered into a Second Amendment to the First Amended Agreement pursuant to Ordinance Number 4834 on June 15, 2000 ("hereinafter the Second Amendment") relative to the property (the First Amended Agreement and the Second Amendment being collectively referred to as the "Second Amended Agreement"); and

WHEREAS, since execution of the Second Amendment, Sears Roebuck and Company (hereinafter "Sears") has purchased a portion of the B3 Property; and

WHEREAS, the Owner, the Developer, Sears and the Village amended the Second Amended Agreement pursuant to a First Revision to the Second Amendment to the Pre-Development Agreement (hereinafter the "First Revision") per Ordinances 4876 and 4877; and

WHEREAS, the Owner, the Developer, Sears and the Village desire to further amend the Second Amended Agreement pursuant to a Second Revision to the Second Amendment to the

Pre-Development Agreement (hereinafter the "Second Revision"), a copy of which is attached hereto as Exhibit "A" and made a part hereof.

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 Second Revision attached hereto as Exhibit "A", is hereby approved and the Village President and Village Clerk are hereby authorized and directed to execute same on behalf of the Village.

SECTION 2. This ordinance is limited and restricted to the Property generally located at the northwest corner of Butterfield and Highland Avenue, Lombard, Illinois and legally described as follows:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH RANGE 11, EAST OF THE OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 02 DEGREES, 24 MINUTES, 55 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER 720.24 FEET TO THE POINT OF BEGINNING; CONTINUING THENCE SOUTH 02 DEGREES, 24 MINUTES, 55 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER 1788.66 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF BUTTERFIELD ROAD [ROUTE 56]; THENCE NORTH 80 DEGREES, 33 MINUTES, 53 SECONDS EAST ALONG SAID NORTHERLY LINE OF BUTTERFIELD ROAD 299.29 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 9191.29 FEET FOR AN ARC DISTANCE OF 1008.16 FEET, SAID CURVE HAVING A CHORD LENGTH OF 1007.65 FEET BEARING NORTH 77 DEGREES, 25 MINUTES, 21 SECONDS EAST TO ITS INTERSECTION WITH THE WEST LINE OF HIGHLAND AVENUE, AS SAID HIGHLAND AVENUE WAS DEDICATED BY DOCUMENT NO. 342659; THENCE NORTH 02 DEGREES, 26 MINUTES, 58 SECONDS WEST ALONG THE WEST LINE OF SAID HIGHLAND AVENUE 1611.60 FEET TO A POINT ON SAID WEST LINE OF HIGHLAND AVENUE, SAID POINT BEING 676.06 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF HIGHLAND GREEN SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTH 87 DEGREES, 53 MINUTES, 28 SECONDS WEST ALONG A SOUTHERLY LINE OF SAID HIGHLAND GREEN SUBDIVISION 598.43 FEET; THENCE

NORTH 47 DEGREES, 06 MINUTES, 32 SECONDS WEST ALONG A SOUTHERLY LINE OF SAID HIGHLAND GREEN SUBDIVISION 67.66 FEET; THENCE SOUTH 87 DEGREES, 53 MINUTES, 28 SECONDS WEST ALONG A SOUTHERLY LINE OF SAID HIGHLAND GREEN SUBDIVISION 250.00 FEET; THENCE SOUTH 42 DEGREES, 53 MINUTES, 28 SECONDS WEST ALONG A SOUTHERLY LINE OF SAID HIGHLAND GREEN SUBDIVISION 130.16 FEET; THENCE SOUTH 87 DEGREES, 53 MINUTES, 28 SECONDS WEST ALONG A SOUTHERLY LINE OF SAID HIGHLAND GREEN SUBDIVISION 300.18 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Said Parcel of Land Herein Described Contains 51.36 Acres, More or Less  
P.L.N. 06-29-300-004

SECTION 3: The B3 Property is generally located at the northwest corner of Butterfield and Highland Avenue, Lombard, Illinois and legally described as follows:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTH RANGE 11, EAST OF THE OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 02 DEGREES, 24 MINUTES, 55 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER 995.24 FEET TO THE POINT OF BEGINNING; CONTINUING THENCE SOUTH 02 DEGREES, 24 MINUTES, 55 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER 1513.66 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF BUTTERFIELD ROAD [ROUTE 56]; THENCE NORTH 80 DEGREES, 33 MINUTES, 53 SECONDS EAST ALONG SAID NORTHERLY LINE OF BUTTERFIELD ROAD 299-29 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 9191.29 FEET FOR AN ARC DISTANCE OF 1008.16 FEET, SAID CURVE HAVING A CHORD LENGTH OF 1007.65 FEET BEARING NORTH 77 DEGREES, 25 MINUTES, 21 SECONDS EAST TO ITS INTERSECTION WITH THE WEST LINE OF HIGHLAND AVENUE, AS SAID HIGHLAND AVENUE WAS DEDICATED BY DOCUMENT NO. 342659; THENCE NORTH 02 DEGREES, 26 MINUTES, 58 SECONDS WEST ALONG THE WEST LINE OF SAID HIGHLAND AVENUE 803.59 FEET; THENCE SOUTH 87 DEGREES, 33 MINUTES, 02 SECONDS WEST 149.49 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 255.00 FEET FOR AN ARC DISTANCE OF 199.52 FEET, SAID CURVE HAVING A CHORD LENGTH OF

194.47 FEET BEARING SOUTH 65 DEGREES 08 MINUTES 06 SECONDS WEST TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG ARC OF SAID CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 170.00 FEET FOR AN ARC DISTANCE OF 146.29 FEET, SAID CURVE HAVING A CHORD LENGTH OF 141.82 FEET BEARING SOUTH 67 DEGREES 22 MINUTES 19 SECONDS EAST TO A POINT OF TANGENCY; THENCE NORTH 87 DEGREES, 58 MINUTES, 32 SECONDS WEST 209.95 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 120.00 FEET FOR AN ARC DISTANCE OF 179.30 FEET, SAID CURVE HAVING A CHORD LENGTH OF 163.08 FEET BEARING NORTH 45 DEGREES 10 MINUTES 11 SECONDS WEST TO A POINT OF TANGENCY; THENCE NORTH 02 DEGREES 21 MINUTES 50 SECONDS WEST A DISTANCE OF 482.60 FEET; THENCE SOUTH 87 DEGREES 38 MINUTES 10 SECONDS WEST 507.29 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

Said Parcel of Land Herein Described Contains 31.93 Acres, More or Less  
A portion of P.I.N. 06-29-300-004

SECTION 4: Upon execution by all parties thereto, the Second Revision shall be recorded with the DuPage County Recorder's Office.

SECTION 5: 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 \_\_\_\_\_ day of \_\_\_\_\_, 2000.

First reading waived by action of the Board of Trustees this 2nd day of November, 2000.

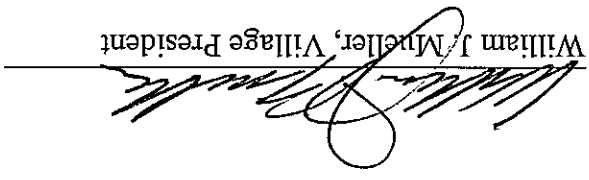
Passed on second reading this 2nd day of November, 2000.

Ayes: Trustees Borgatell, Schaffer, Sebby, Florey, Kuftrin, Jr.

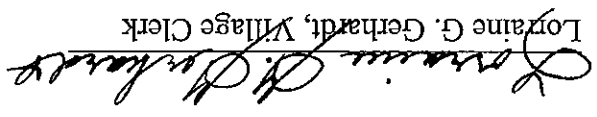
Nays: None

Absent: Trustee Tross

Approved this 2nd day of November, 2000.

  
William J. Mueller, Village President

ATTEST:

  
Lorraine G. Gerhardt, Village Clerk

After Recording Return to:  
Director of Community Development  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148-3926

DATED NOVEMBER 2, 2000

SECOND REVISION TO  
SECOND AMENDMENT TO PRE-DEVELOPMENT AGREEMENT  
AN AGREEMENT RELATING TO THE APPROVAL  
OF A B3 PLANNED DEVELOPMENT  
FOR THE HIGHLANDS OF LOMBARD, ILLINOIS

EXHIBIT A

D. The Village has requested an amendment to the approved Planned Development and a revision of the Second Amendment to Pre-Development Agreement for the purpose of allowing

entirely.

C. The Owner, Sears and the Village had previously executed a First Revision to the Second Amendment to the Pre-Development Agreement (hereinafter referred to as the "First Revision") which was recorded on March 14, 2001, ~~2000~~ as Document No. R2001-042684 in DuPage County, Illinois which deleted Section 5.C.14 of the Second Amendment in its

B. Owner is the record legal titleholder (LaSalle) and beneficial owner (Heil) of the lands within The Highlands of Lombard subdivision (hereinafter referred to as "the Property") except for Lot 2 which it conveyed to Sears subsequent to the recording of the aforesaid plat of subdivision; Sears is the legal record titleholder of Lot 2 of the Property.

A. Owner and Village previously entered into a Second Amendment to Pre-Development Agreement which was recorded on October 4, 2000 as Document No. R2000-154781 in DuPage County, Illinois with respect to the property designated as The Highlands of Lombard Subdivision, being a subdivision of part of the Southwest quarter of the Northwest quarter, and part of the Northwest quarter of the Southwest quarter, all in Section 29, Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois according to the Plat recorded on October 4, 2000 at Book N/A, Page N/A as Document No. R2000-154781 in DuPage County, Illinois (P.L.N. 06-29-300-004, located at 2700 South Highland Avenue, Lombard, Illinois).

WHEREAS:

SECTION 1. RECITALS.

THIS SECOND REVISION TO SECOND AMENDMENT TO PRE-DEVELOPMENT AGREEMENT (hereinafter referred to as the "Second Revision") made and entered into this 2nd day of November 2000, and is by, between and among the VILLAGE OF LOMBARD, an Illinois non-home rule municipal corporation (hereinafter referred to as the "Village"); MID-AMERICA REAL ESTATE CORPORATION, an Illinois Corporation, (hereinafter referred to as the "Developer"); LASALLE BANK, N.A., not individually but as successor trustee under a Trust Agreement dated October 16, 1984 and known as Trust No. 109023; EDWARD F. HEIL, sole beneficiary of said Trust (hereinafter collectively referred to as "Owner"); and SEARS, ROEBUCK AND CO., a New York corporation (hereinafter referred to as "Sears"). (The Village, the Developer, Owner and Sears are collectively referred to herein as the "Parties").

SECOND REVISION TO SECOND AMENDMENT TO PRE-DEVELOPMENT AGREEMENT



“1. In the site plan approval process, the Village may consider the compatibility of the architecture, design and materials proposed for development of a Site with the design and materials used or proposed to be used for other Sites. Development shall be uniform in high quality of design and high quality of materials with other development approved or proposed for the B3 Property. Exclusive of window areas, exterior facades shall consist of no less than 70 percent stone, brick, split face block or cedar. Office buildings, however, may have glass exteriors. The Plan Commission and/or the Village Board shall have the authority to approve deviations from the minimum requirements for exterior facade material requirements as part of

Section 5. E. 1 of the Second Amendment is hereby amended in its entirety to read as follows:

**SECTION 3.**

Except as revised in accordance with the provisions of Section 3 of this Second Revision, all of the terms and provisions of the Second Amendment, as revised by the First Revision, shall remain in full force and effect.

**SECTION 2.**

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth herein and in the Second Amendment, the Parties agree as follows:

- G. The Parties agree that it is to their mutual convenience to revise the Second Amendment by means of a Second Revision to the Second Amendment.
- F. The Corporate Authorities have carefully reviewed and considered the application of the Village and have determined that the conditional use and planned development for the property should be amended in the manner set forth in this Second Revision.
- E. A public hearing was held by the Village Plan Commission on October 16, 2000 for the purposes of considering, among other things, whether the Plan Commission and/or the Village Board be granted the authority to approve deviations from the minimum requirements for exterior facade material requirements as part of the site plan approval process; and the Plan Commission has submitted to the Corporate Authorities of the Village its findings and recommendations with respect to said application.

the Plan Commission and/or the Village Board to be given the authority to approve deviations from the minimum requirements for exterior facade material requirements as part of the site plan approval process.

*[Handwritten signature]*

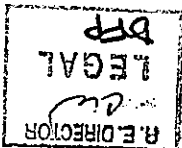
ATTEST:

By: *[Handwritten signature]*  
Village President

VILLAGE OF LOMBARD

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals on the date first above written, the same being done after public hearing, notice, and statutory requirements having been fulfilled.

- (a) Uplighting of building exteriors;
  - (b) Decorative brick pavers at the main building entry;
  - (c) Common design of directional signage;
  - (d) Freestanding sign supports that are compatible with the monument signage depicted on Exhibit F attached hereto;
  - (e) Common parking lot and private roadway poles and fixtures.”
- the site plan approval process. In addition, the following design elements are encouraged to provide continuity among the distinctive site designs:



By: [Signature]  
Title: \_\_\_\_\_

SEARS, ROEBUCK AND CO.

By: [Signature]  
Title: Principal SVR

MID-AMERICA REAL ESTATE CORPORATION

By: [Signature]  
Edward F. Heil

EDWARD F. HEIL

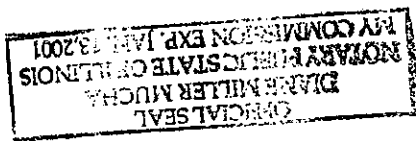
LasALLE BANK, N.A., not individually but as  
successor trustee to Trust No. 109023

By: [Signature]  
VICE PRESIDENT

This instrument is executed by LASALLE BANK National Association, not personally but solely as trustee, as provided in the exercise of the power and authority conferred upon and vested in the said Trustee, its officers and agents, and its successors, by the terms of the trust agreement, dated and captioned as above, and the same is hereby acknowledged by the undersigned, who are duly authorized representatives of the said Trustee, its officers and agents, and its successors, in and to the effect and for the purposes hereinbefore stated.

ATTEST: [Signature]

ATTEST: [Signature]



Klaus Miller Mucha  
Notary Public

Commission expires Jan 13, 2001.

GIVEN under my hand and official seal, this thirteenth day of 2000.

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 Lorraine G. Gerhardt, 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.

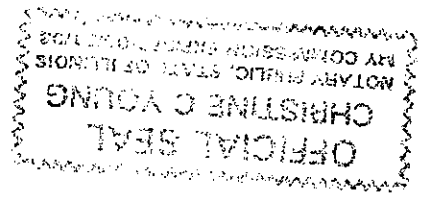
STATE OF ILLINOIS )  
) SS )  
COUNTY OF DUPAGE )

ACKNOWLEDGMENTS

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 DAVID LANGRISH, personally known to me to be the name of of LaSalle Bank, N.A., and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such and respectfully, and that he/she appeared before me this day in Person and severally acknowledged that as such he/she he/she signed and delivered the said instrument at his/her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 19th day of January, 2001.  
Commission expires 6-21-03 200.



[Signature]  
Notary Public

STATE OF ILLINOIS

COUNTY OF DU PAGE

SS

On this 5<sup>TH</sup> day of JANUARY, 2001, before me, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Edward F. Heil to me personally well known, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have herunto set my hand and official seal this 15<sup>TH</sup> day of JANUARY, 2001.

GIVEN under my hand and Notary Seal this 15<sup>TH</sup> day of JANUARY, 2001. Commission expires April 16, 2008.

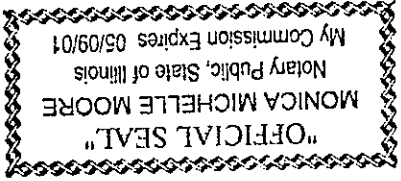
[Signature]  
Notary Public

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 C. Michelle Hancock and Monica Michelle Moore, personally known to me

to be the President and Secretary of Mid-America Real Estate Corporation, and 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.

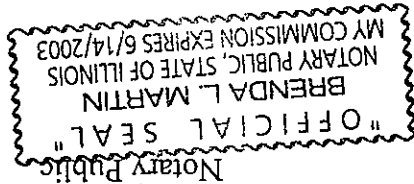
GIVEN under my hand and Notary Seal this 18th day of January, 2001.  
Commission expires May 9, 2001.



Monica Michelle Moore  
Notary Public

RECUERD &  
OF VICE PRESIDENT

My Commission Expires: June 14, 2003



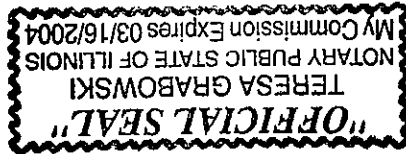
*Brenda L. Martin*  
\_\_\_\_\_  
Notary Public

Given under my hand and seal this 5 day of January, 2001.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that **RONALD P. DOUGLASS** personally known to me to be the **VICE PRESIDENT REAL ESTATE of SEARS ROEBUCK AND CO.**, a New York corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that, as such **VICE PRESIDENT REAL ESTATE**, he signed and delivered the said instrument pursuant to authority duly given to him by said corporation.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS: )





*Teresa Grabowski*  
\_\_\_\_\_  
Notary Public

Before me, a Notary Public in and for said County and State, personally appeared Victoria S. Berghel, in her capacity as an Assistant Secretary of Sears, Roebuck and Co., who, after having been duly sworn, acknowledged that she attested the execution of the foregoing document on behalf of said corporation.

WITNESS my hand and Notarial Seal this 8th day of February, 2001.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS: )

C

C

C