

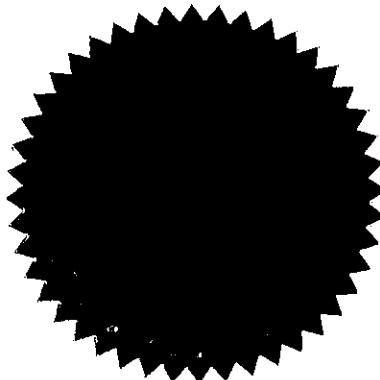
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ORDINANCE 4953

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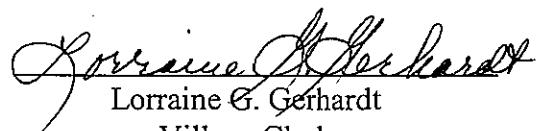
FRONT OF PAMPHLET

AMENDMENT TO ORDINANCE 4888, RELATIVE TO THE ANNEXATION
AGREEMENT FOR BROWN'S SUBDIVISION AND VARIATIONS TO ZONING
ORDINANCE

411 E. 17TH ST
1717 S. LALONDE AVENUE



PUBLISHED IN PAMPHLET FORM THIS 6th DAY OF APRIL 2001 BY ORDER OF
THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE
COUNTY, ILLINOIS.


Lorraine G. Gerhardt
Village Clerk

ORDINANCE NO. 4951

**AN ORDINANCE AUTHORIZING AN AMENDMENT
TO ORDINANCE 4888, ADOPTED NOVEMBER 16, 2000,
RELATIVE TO THE ANNEXATION AGREEMENT
FOR BROWN'S SUBDIVISION**

(PC 01-06: Brown's Subdivision)

(See also Ordinance No.(s) 4952 and 4953)

WHEREAS, FREEDOM DEVELOPMENT CORPORATION, an Illinois Corporation, (hereinafter referred to as "the Owner and Developer") have petitioned the Village for an amendment to Ordinance Number 4888, adopted November 16, 2000 (hereinafter "Amendment Number One") to said Ordinance providing for an annexation agreement relative to the property described in Section 3 below (hereinafter the "Subject Property"); and

WHEREAS, said petition of the Owner and Developer requests an amendment to Ordinance Number 4888 so as to provide for an amended subdivision to include modifications to the proposed public right of way as well as to include an outlot on the Subject Property for stormwater detention purposes; and

WHEREAS, a public hearing was held by the Village's Plan Commission on March 19, 2001, pursuant to appropriate and legal notice, for the purpose of considering the petition of the Owner and Developer for the amended subdivision and the Plan Commission has submitted to the Corporate Authorities of the Village its findings and recommendations with respect to said petition; and

WHEREAS, Amendment Number One has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, the President and Board of Trustees approve and adopt the findings and recommendations of the Plan Commission and incorporate such findings and recommendations herein by reference as if they were fully set forth herein.

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 Ordinance 4888, adopted November 16, 2000, is hereby amended to include Amendment Number One attached hereto and marked Exhibit "A", by and between the Village of Lombard.

SECTION 2: That the Village President and Village Clerk be and hereby are authorized to sign and attest to said Amendment Number One, by and between the Village of Lombard.

SECTION 3: This Ordinance is limited and restricted to the property generally located at 411 East 17th Street and the site improvements exclusively included as part of the development agreement proposed for 1717 South LaLonde Avenue, Lombard, Illinois; each legally described as follows:

LOT 24 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS; AND

LOT 35 OF THE FINAL PLAT OF HIGHLAND ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1997 IN BOOK 185, PAGE 71, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

Parcel Index Numbers: 06-20-306-009 and 06-20-415-005

SECTION 4: That all other portions of Ordinance Number 4888, adopted November 16, 2000, and not amended by this Ordinance, shall remain in full force and effect.

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 _____, 2001.

First reading waived by action of the Board of Trustees this 5th day of April, 2001.

Passed on second reading this 5th day of April, 2001.

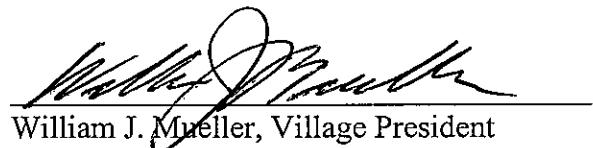
President Mueller

Ayes:Trustees Borgatell, Tross, Sebby, Florey, Kufrin, Jr.

Nayes: None

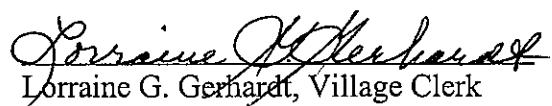
Absent: Trustee Schaffer

Approved this 5th day of April, 2001.



William J. Mueller, Village President

ATTEST:



Lorraine G. Gerhardt, Village Clerk

AMENDMENT #1 TO
BROWN'S SUBDIVISION
ANNEXATION AGREEMENT

THIS AMENDMENT #1 ("Amendment #1") to the Brown's Subdivision Annexation Agreement (the "Agreement") is made and entered into this 5th day of April, 2001, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village"), and **FREEDOM DEVELOPMENT CORPORATION**, an Illinois corporation (hereinafter referred to as "Owner and Developer");

WITNESSETH:

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

WHEREAS, Owner and Developer proposes to develop the Subject Property; and

WHEREAS, the Subject Property is the subject of the Agreement, and was annexed to the corporate limits of the Village and rezoned in the R-2 Single-Family Residence District, all of which were passed and approved by the Corporate Authorities of the Village (defined below) on November 16, 2000; and

WHEREAS, a revised stormwater management program mandating on-site stormwater detention, together with an internal reconfiguration resulting from the elimination of the need to carry a cul-de-sac street through to the Subject Property's eastern boundary, has resulted in significant revisions to the proposed development plan for the Subject Property; and

WHEREAS, consistent with said revisions to the proposed development plan, an application for a variation to the required front-yard setback, together with a petition letter requesting revised preliminary and final subdivision approval for the proposed six-lot subdivision for the Subject Property has heretofore been filed with the Village; and

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

WHEREAS, a public hearing by the Plan Commission was held on March 19, 2001 for the purpose of considering the requested variation, and the revised preliminary and final Plat of Subdivision, and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") its findings of fact and recommendations with respect to said application and petition; and

WHEREAS, a public hearing on this Amendment #1 was held by the Corporate Authorities on April 5, 2001; and

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

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Amendment #1, in order to make the same effective, have been held or taken, including all hearings and actions required in connection with amendments to and classifications under Chapter 155 of the Lombard Village Code (hereinafter, the "Zoning Ordinance") and Chapter 154 of the Lombard Village Code (hereinafter, the "Subdivision and

Annexation Agreement Amendment #1
Page 3

Development Ordinance"), such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Amendment #1; and

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

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

WHEREAS, the Corporate Authorities of the Village have examined the proposed uses by the Owner and Developer and have determined that said uses and the development of the Subject Property in accordance with the Agreement, as revised by this Amendment #1 comply with the Comprehensive Plan of the Village; and

WHEREAS, the Owner and Developer's overall project includes all of the Subject Property and that certain real estate commonly known as Lot 35 in Providence of Lombard/Highland Estates Subdivision, which said Lot 35 is already incorporated into the Village's municipal boundaries and not subject to the terms of this Amendment #1 or the Agreement.

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

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

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

A. **Paragraph 5, and Exhibits B and E referenced therein, are amended by deleting said Paragraph and said Exhibits in their entirety and by substituting therefor the following, together with revised Exhibits B and E which are attached hereto and made a part hereof:**

“5. **Site Plan Approval:** The Developer shall develop the Subject Property in full compliance with the Site Plan entitled “**Brown’s Subdivision**”, prepared by **ARC Design Resources**, as last revised on Feb. 14, 2001 (the “Site Plan”), attached hereto as **EXHIBIT B** and the plans and specifications, attached hereto as **EXHIBIT E**, prepared by **ARC Design Resources**, as last revised on March 23, _____, 2001 (the “Plans and Specifications”), both subject to changes based upon final engineering. The Site Plan is hereby incorporated by reference as the same shall be approved by the Village subject to changes based on final engineering. In addition, the Subject Property shall be landscaped with parkway trees planted at the ratio of one (1) for each forty feet (40') of frontage.”

B. Paragraph 6, and Exhibit D referenced therein, are amended by deleting said Paragraph and said Exhibit in their entirety and by substituting therefor the following, together with revised Exhibit D attached hereto and made a part hereof:

“6. Plat of Subdivision: The Village agrees to approve a preliminary and final plat of subdivision of the Subject Property substantially in conformance with the plat attached hereto as EXHIBIT D.”

C. Paragraph 9A is amended by deleting the first sentence thereof and by substituting therefor the following:

“Storm drainage facilities, including on-site retention and/or detention areas (hereinafter, the “Storm Drainage Facilities”) shall be provided and constructed and paid for by Owner and Developer substantially in accordance the Plans and Specifications.”

D. Exhibit F of the original agreement is amended in its entirety by Exhibit F attached hereto and made part of this amendment.

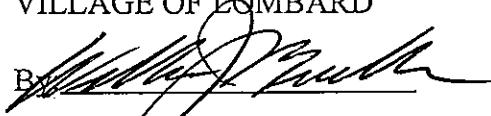
3. **Ratification of Existing Terms.** Except to the extent specifically amended herein, all other terms and provisions of and exhibits to the Agreement remain in full force and effect as if set forth in their entirety herein.

Annexation Agreement Amendment #1
Page 6

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this
Amendment #1 on the day and year first above written.

VILLAGE OF LOMBARD

ATTEST:



Brian J. Puskas
Village President



Lorraine J. Richards
Village Clerk

DATED: April 5, 2001

Annexation Agreement Amendment #1
Page 7

OWNER AND DEVELOPER:

Freedom Development Corporation

ATTEST:

By: John Bradley
Its: PRESIDENT

Its: _____

DATED: _____

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 Jeffrey R. Brown, personally known to me to be the President of the Freedom Development Corporation, an Illinois corporation, and _____, personally known to me to be the _____ Secretary of said 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 _____ Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, 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.

GIVEN under my hand and official seal, this 28th day of March, 2001.

Commission expires November 1, 2001.

William J. Heniff

Notary Public



Annexation Agreement Amendment #1
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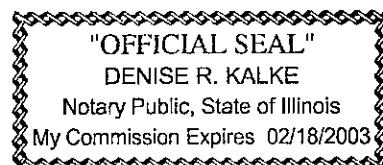
STATE OF ILLINOIS)
)
 SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and 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.

GIVEN under my hand and official seal, this 5th day of April, 2001.

Commission expires 2/18, 2003. DS

Denise Kalke
Notary Public



SCHEDULE OF EXHIBITS

EXHIBIT A: Legal Description
EXHIBIT B: Site Plan
EXHIBIT D: Final Plat of Subdivision
EXHIBIT E: Plans and Specifications
EXHIBIT F: Amendment #1 to Development Agreement

EXHIBIT A
LEGAL DESCRIPTION

LOT 24 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

Property Address: 411 East 17th Street, Lombard, Illinois 60148

PIN: 06-20-306-009



DESIGN
RESOURCES
INC.
CIVIL ENGINEERING
AND
LAND SURVEYING

PROPERTY PLAT
BROWN
SUBDIVISION
FREIGHT
DEVELOPMENT CORP.

1001 LUMINA
LUMINA AVENUE
AND MAIL BOX
500 500 TEL/FAX
COMPANY NAME

SIGN / SIGNATURES

REVIEWED BY

DATE

REVIEWED BY

DATE

DRAWN

CHECKED

PROJECT NUMBER

00526

PRINT TITLE

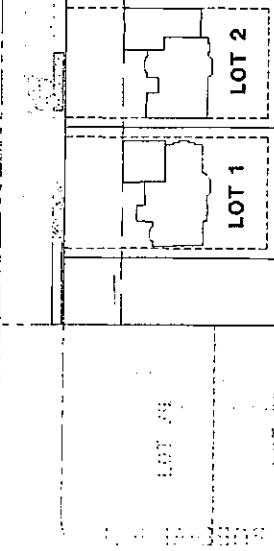
SITE PLAN

EXHIBIT

FIGURE NUMBER
1 OF 1

17TH STREET

WORK TOWNSHIP SUPERVISOR'S
ASSESSMENT PLAT NO. 6556
DOCUMENT NO. 1100



CUTLINE 1 - STORM WATER DETENTION

LOT 2
LOT 1

LOT 2 SUBDIVISION

LOT 1 SUBDIVISION

17TH STREET

LOT 3

17TH PLACE

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

17TH PLACE

AVENUE
LAUDINE

AVENUE
EARFIELD

GRAYWOOD
DRIVE

NORTH

EXHIBIT B



DRAEIN
RESOURCES
INC.
CIVIL ENGINEERING
AND
LAND SURVEYING

**FINAL PLAT OF
BROWN SUBDIVISION**

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 39 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN
DUPAGE COUNTY, ILLINOIS
VILLAGE OF LOMBARD

LAW SURVEYOR'S CERTIFICATION

STATE OR STATE, ILL.
COUNTY OF DuPAGE (Will County)

I, Guy R. Bond, an Illinois Practicing Land Surveyor, hereby certify that all the subdivisions or areas I have surveyed and submitted to the Surveyor General of the State of Illinois, DuPage County, a true and accurate record of the boundaries and corners referred to in:

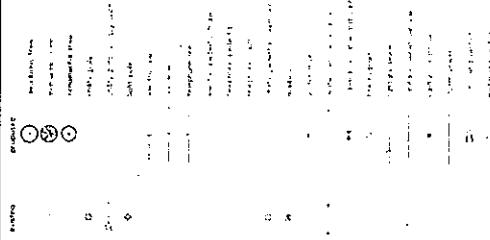
LEGEND

1. Lot 1	2. Lot 2	3. Lot 3	4. Lot 4	5. Lot 5	6. Lot 6	7. Lot 7	8. Lot 8	9. Lot 9	10. Lot 10	11. Lot 11	12. Lot 12	13. Lot 13	14. Lot 14	15. Lot 15	16. Lot 16	17. Lot 17	18. Lot 18	19. Lot 19	20. Lot 20	21. Lot 21	22. Lot 22	23. Lot 23	24. Lot 24	25. Lot 25	26. Lot 26	27. Lot 27	28. Lot 28	29. Lot 29	30. Lot 30	31. Lot 31	32. Lot 32	33. Lot 33	34. Lot 34	35. Lot 35	36. Lot 36	37. Lot 37	38. Lot 38	39. Lot 39	40. Lot 40	41. Lot 41	42. Lot 42	43. Lot 43	44. Lot 44	45. Lot 45	46. Lot 46	47. Lot 47	48. Lot 48	49. Lot 49	50. Lot 50	51. Lot 51	52. Lot 52	53. Lot 53	54. Lot 54	55. Lot 55	56. Lot 56	57. Lot 57	58. Lot 58	59. Lot 59	60. Lot 60	61. Lot 61	62. Lot 62	63. Lot 63	64. Lot 64	65. Lot 65	66. Lot 66	67. Lot 67	68. Lot 68	69. Lot 69	70. Lot 70	71. Lot 71	72. Lot 72	73. Lot 73	74. Lot 74	75. Lot 75	76. Lot 76	77. Lot 77	78. Lot 78	79. Lot 79	80. Lot 80	81. Lot 81	82. Lot 82	83. Lot 83	84. Lot 84	85. Lot 85	86. Lot 86	87. Lot 87	88. Lot 88	89. Lot 89	90. Lot 90	91. Lot 91	92. Lot 92	93. Lot 93	94. Lot 94	95. Lot 95	96. Lot 96	97. Lot 97	98. Lot 98	99. Lot 99	100. Lot 100	101. Lot 101	102. Lot 102	103. Lot 103	104. Lot 104	105. Lot 105	106. Lot 106	107. Lot 107	108. Lot 108	109. Lot 109	110. Lot 110	111. Lot 111	112. Lot 112	113. Lot 113	114. Lot 114	115. Lot 115	116. Lot 116	117. Lot 117	118. Lot 118	119. Lot 119	120. Lot 120	121. Lot 121	122. Lot 122	123. Lot 123	124. Lot 124	125. Lot 125	126. Lot 126	127. Lot 127	128. Lot 128	129. Lot 129	130. Lot 130	131. Lot 131	132. Lot 132	133. Lot 133	134. Lot 134	135. Lot 135	136. Lot 136	137. Lot 137	138. Lot 138	139. Lot 139	140. Lot 140	141. Lot 141	142. Lot 142	143. Lot 143	144. Lot 144	145. Lot 145	146. Lot 146	147. Lot 147	148. Lot 148	149. Lot 149	150. Lot 150	151. Lot 151	152. Lot 152	153. Lot 153	154. Lot 154	155. Lot 155	156. Lot 156	157. Lot 157	158. Lot 158	159. Lot 159	160. Lot 160	161. Lot 161	162. Lot 162	163. Lot 163	164. Lot 164	165. Lot 165	166. Lot 166	167. Lot 167	168. Lot 168	169. Lot 169	170. 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Lot 626	627. Lot 627	628. Lot 628	629. Lot 629	630. Lot 630	631. Lot 631	632. Lot 632	633. Lot 633	634. Lot 634	635. Lot 635	636. Lot 636	637. Lot 637	638. Lot 638	639. Lot 639	640. Lot 640	641. Lot 641	642. Lot 642	643. Lot 643	644. Lot 644	645. Lot 645	646. Lot 646	647. Lot 647	648. Lot 648	649. Lot 649	650. Lot 650	651. Lot 651	652. Lot 652	653. Lot 653	654. Lot 654	655. Lot 655	656. Lot 656	657. Lot 657	658. Lot 658	659. Lot 659	660. Lot 660	661. Lot 661	662. Lot 662	663. Lot 663	664. Lot 664	665. Lot 665	666. Lot 666	667. Lot 667	668. Lot 668	669. Lot 669	670. Lot 670	671. Lot 671	672. Lot 672	673. Lot 673	674. Lot 674	675. Lot 675	676. Lot 676	677. Lot 677	678. Lot 678	679. Lot 679	680. Lot 680	681. Lot 681	682. Lot 682	683. Lot 683	684. Lot 684	685. Lot 685	686. Lot 686	687. Lot 687	688. Lot 688	689. Lot 689	690. Lot 690	691. Lot 691	692. Lot 692	693. Lot 693	694. Lot 694	695. Lot 695	696. Lot 696	697. Lot 697	698. Lot 698	699. Lot 699	700. Lot 700	701. Lot 701	702. 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Lot 778	779. Lot 779	780. Lot 780	781. Lot 781	782. Lot 782	783. Lot 783	784. Lot 784	785. Lot 785	786. Lot 786	787. Lot 787	788. Lot 788	789. Lot 789	790. Lot 790	791. Lot 791	792. Lot 792	793. Lot 7

BROWN SUBDIVISION

FEBRUARY 2001

LEGEND



INDEX OF SHEETS

1	COPIE
2	BLUFFTON SITE
3	GENERAL SITE AREA PLAN
4	COPIER PLAT 41473
5	HORN GROVE DR.
6	PO. 4, RD. 1
7	DETAIL A
8	DETAIL B
9	DETAIL C
10	DETAIL D
11	DETAIL E

DEVELOPER,

**FREEDOM
DEVELOPMENT
CORP.**

Mr. Jeffery Brown
Project Manager
NO 471-001
C/O 425 1st Street

ENGINEER,

ARC
DESIGN
SERVICES
INC.
CIVIL ENGINEERING
LAND SURVEYING

1001 BROADWAY
SUITE 100
ST. LOUIS, MO 63101
(314) 621-2924
FAX: (314) 621-2927

ARC PROJECT NO. 00326
1-800-872-0123
TOLL FREE

CALL JULIE BEFORE YOU DIG
GAS: 1-800-872-0123
WATER: 1-800-872-0123
SEWER: 1-800-872-0123
TELEPHONE: 1-800-872-0123
CABLE TELEVISION: 1-800-872-0123
ELECTRIC: 1-800-872-0123
GARAGE: 1-800-872-0123
DRIVE-IN: 1-800-872-0123
HOTEL: 1-800-872-0123
FIRE: 1-800-872-0123



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GARAGE: 1-800-872-0123
DRIVE-IN: 1-800-872-0123
HOTEL: 1-800-872-0123
FIRE: 1-800-872-0123

PROJECT LOCATION MAP



UTILITY OFFICIALS

GAS:	W.L. FEMP 106 S. 5th Street Dept. of Energy Office of Pipeline Safety Washington, DC 20585
WATER:	1-800-872-0123 St. Louis, MO 63101 (314) 621-2924
SEWER:	1-800-872-0123 St. Louis, MO 63101 (314) 621-2924
TELEPHONE:	1-800-872-0123 St. Louis, MO 63101 (314) 621-2924
ELECTRIC:	1-800-872-0123 St. Louis, MO 63101 (314) 621-2924
CABLE TELEVISION:	1-800-872-0123 St. Louis, MO 63101 (314) 621-2924
GARAGE:	1-800-872-0123 St. Louis, MO 63101 (314) 621-2924
DRIVE-IN:	1-800-872-0123 St. Louis, MO 63101 (314) 621-2924
HOTEL:	1-800-872-0123 St. Louis, MO 63101 (314) 621-2924
FIRE:	1-800-872-0123 St. Louis, MO 63101 (314) 621-2924



HUMAN

- the novel, Paul's realization of his mother's death, and the first meeting of the two brothers. The second section begins with the arrival of the new teacher, Mr. Babbitt, and ends with the final meeting between the two brothers. The third section begins with the arrival of the new teacher, Mr. Babbitt, and ends with the final meeting between the two brothers.

4. Each individual shall be responsible for his or her own actions and shall not be liable to the other members of the group.

ALL CONTRIBUTIONS TO THE VILLAGE WATER SYSTEM AND SEWER SYSTEM SHALL BE MADE UPON
ALL WATER SERVICE PROVIDED UNTIL PAYMENT IS MADE IN THE AMOUNT
DETERMINED BY THE BOARD OF TRUSTEES.

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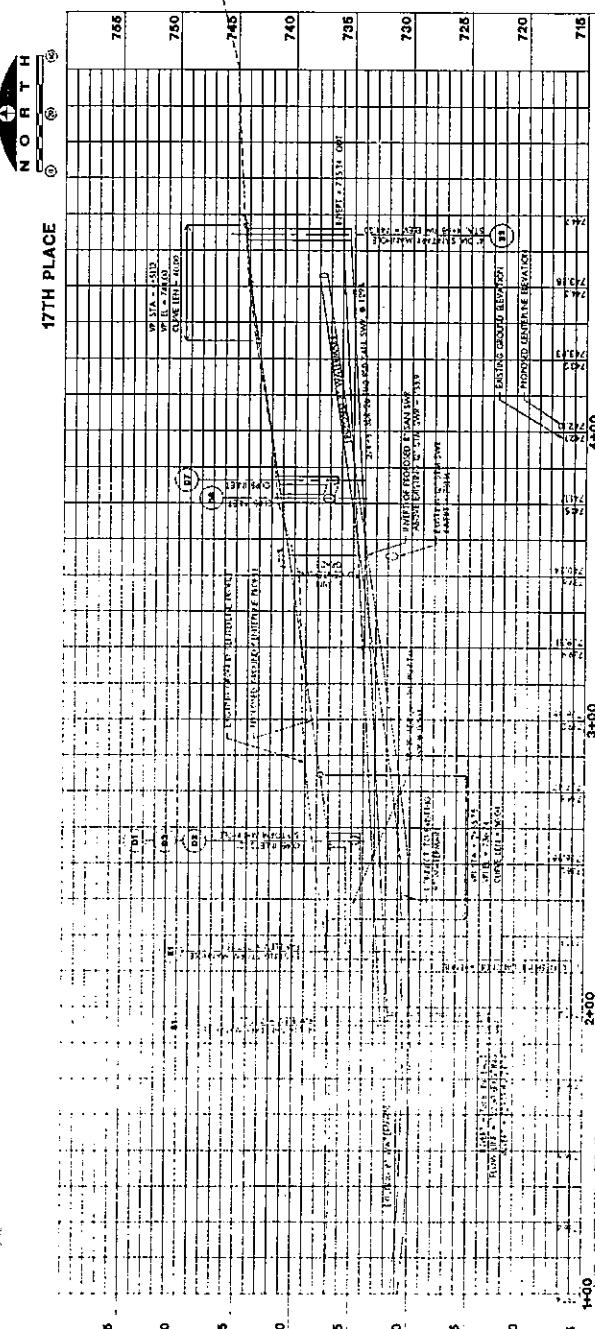
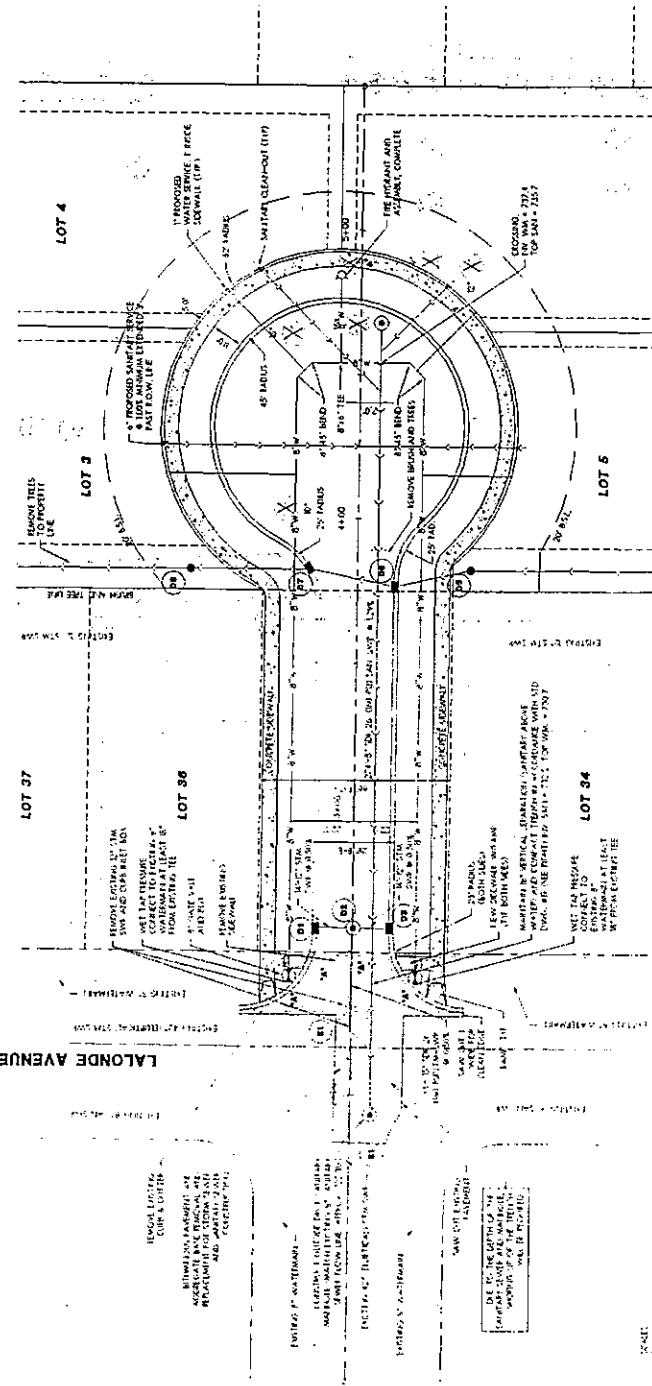
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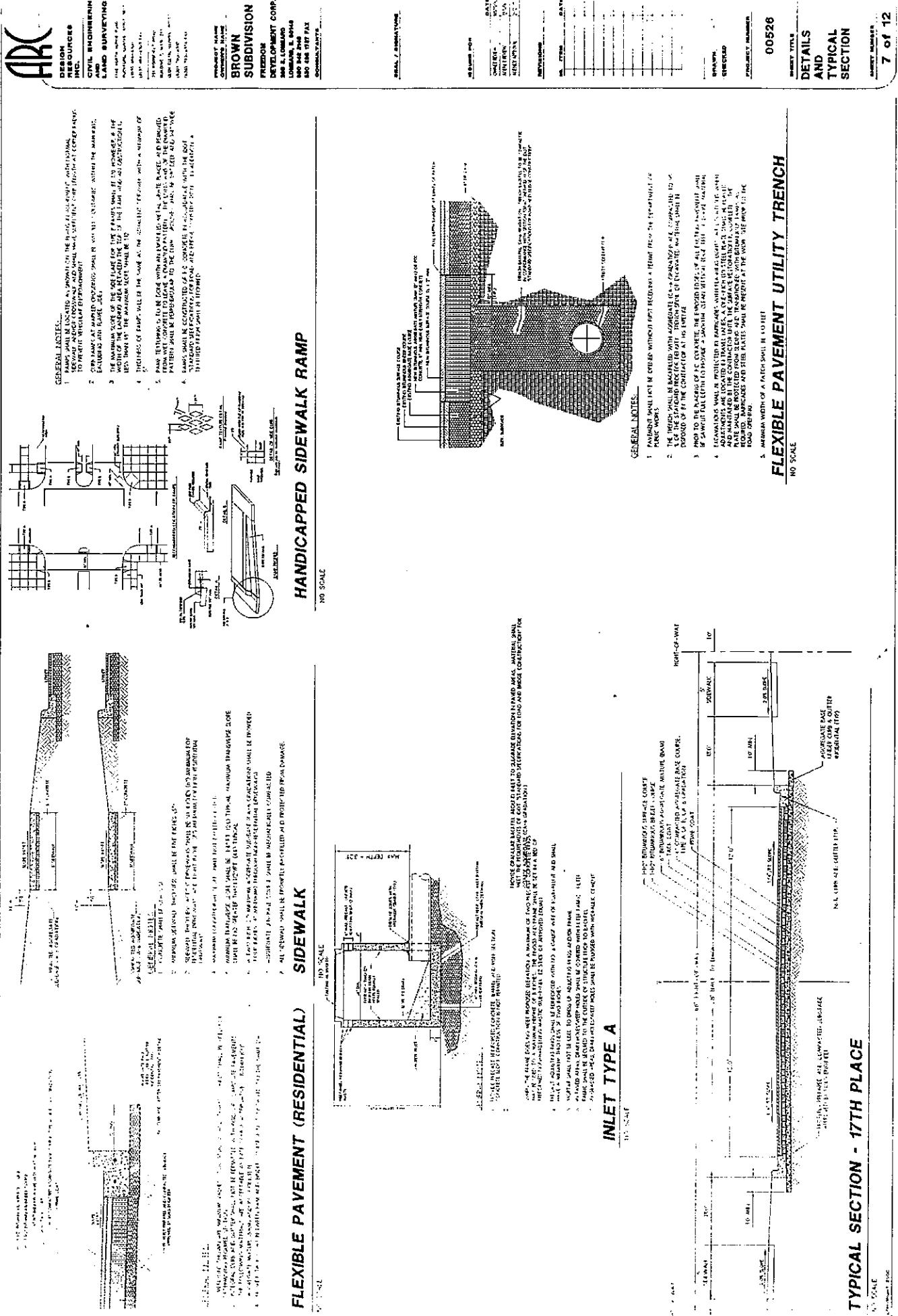
**BROWN
SUBDIVISION**
FREEDOM
DEVELOPMENT CORP.
200 S. LOMBARD
LOMABAD, IL 60445
840 436 3748
840 436 1147 FAX
GLENDALE, ILLINOIS

SALVADOR LIMA

PROJECT NUMBER	00526
REPORT TITLE	PLAN AND PROFILE

STATION 2476 TO
STATION 2480
DISTANCE MILES 0.6







**DESIGN
RESOURCES
INC.**
**CIVIL ENGINEERING
AND SURVEYING**

**PROPERTY NAME:
BROWN
SUBDIVISION**
**PURDOW
DEVELOPMENT CORP.**
**100 & LUMBER
LOMBARD, IL 60148
847.942.2946
847.944.7177 FAX**

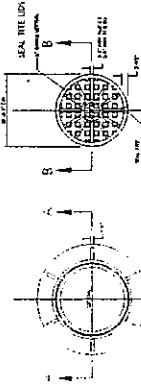
STRUCTURE TYPE:

DETAILS / INFORMATION

NAME	DATE
DALE FREDRICK	10/12/2001
PROJECT COORDINATOR	DALE FREDRICK
TELEPHONE	847.942.2946
FAX	847.944.7177

PROPERTY NUMBER	00526
STRUCTURE TYPE	DETACHED HOUSE
DETAILS	

DETAIL NUMBER
B OF 12



TOP VIEW



FRONT ELEVATION

1. DRAINAGE CONCRETE SLAB TO BE REINFORCED WITH REINFORCEMENT AND REINFORCING IRON

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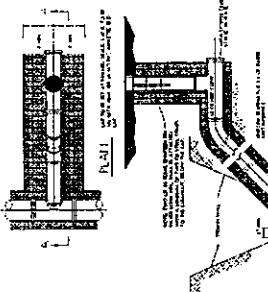
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PRECUT CONE AND CHIMNEY

No 3441



GENERAL NOTES:

1. CONCRETE AND OTHER MATERIALS TO BE USED IN PRECAST CONCRETE MANHOLE AND CONCRETE SEWER PIPE SHALL BE OF THE HIGHEST QUALITY MATERIALS.

2. ALL METAL MATERIALS TO BE USED IN PRECAST CONCRETE MANHOLE AND CONCRETE SEWER PIPE SHALL BE OF THE HIGHEST QUALITY MATERIALS.

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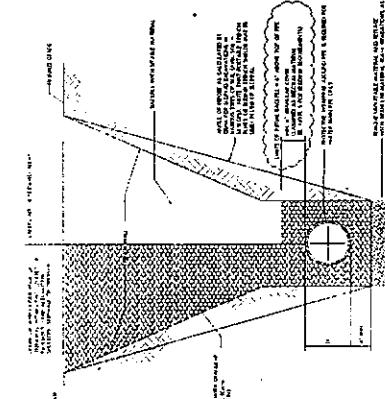
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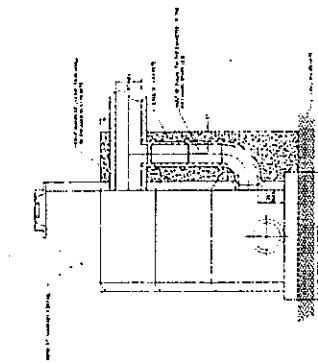
SANITARY MANHOLE FRAME AND COVER

No 3441



TRENCH SECTION

No 3441

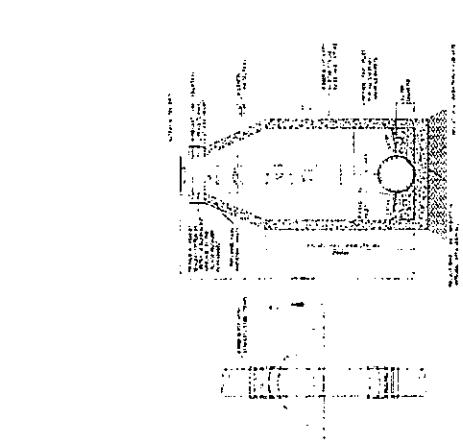


SANITARY SEWER MANHOLE WITH DROP CONNECTION

No 3441

RISER WITH CLEANOUT SERVICE LATERAL

No 3441





DESIGN

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INC.

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LAND SURVEYING

ARCHITECTURE

INTERIOR DESIGN

STRUCTURAL ENGINEERING

MECHANICAL ENGINEERING

ELECTRICAL ENGINEERING

ENVIRONMENTAL ENGINEERING

GEOTECHNICAL ENGINEERING

HYDRAULIC ENGINEERING

TRANSPORTATION ENGINEERING

WATER SUPPLY AND SEWERAGE ENGINEERING

INDUSTRIAL ENGINEERING

HAZARDOUS MATERIALS ENGINEERING

TELECOMMUNICATIONS ENGINEERING

PIPELINE ENGINEERING

HAZARDOUS WASTE ENGINEERING

HAZARDOUS MATERIALS SURVEYING

HAZARDOUS WASTE REMEDIATION

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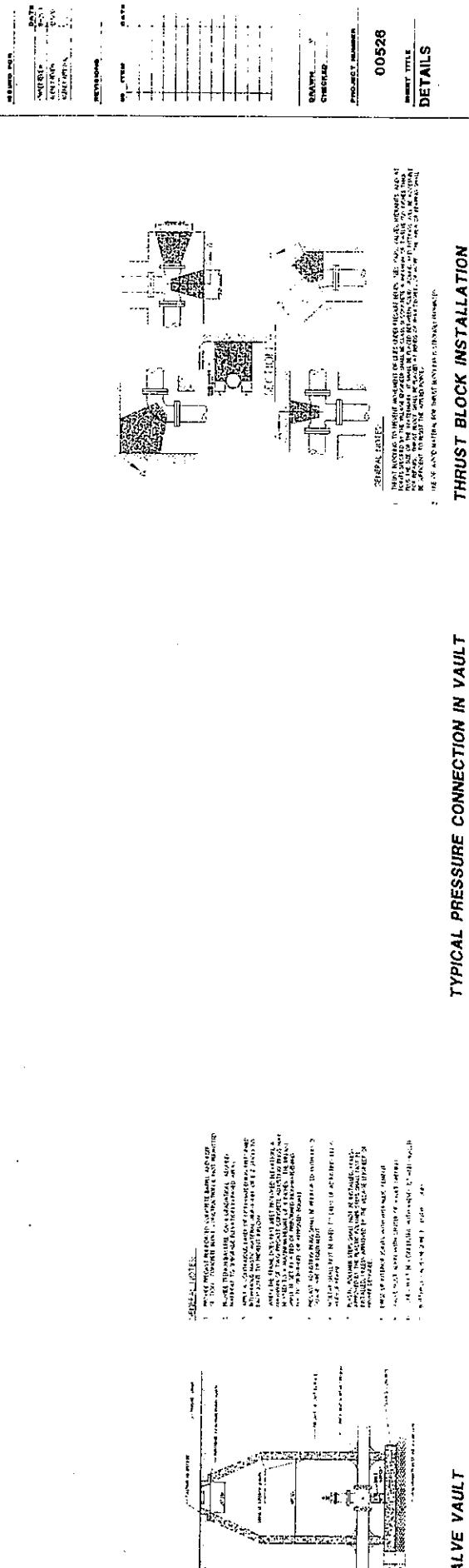
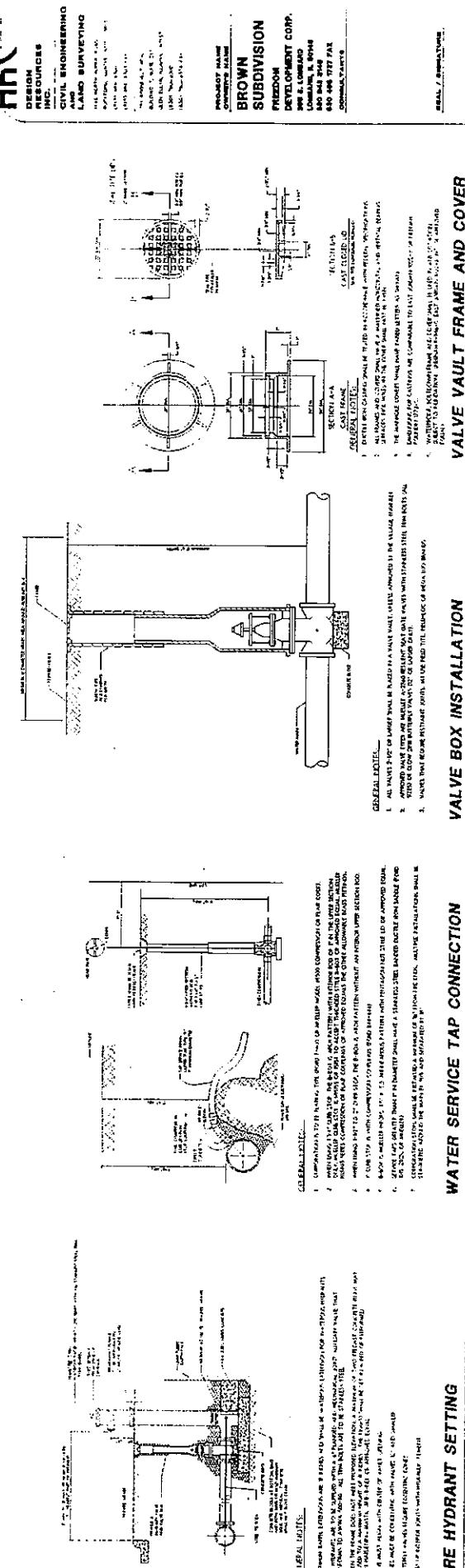
HAZARDOUS WASTE MANAGEMENT

HAZARDOUS WASTE ENGINEERING

HAZARDOUS WASTE SURVEYING

HAZARDOUS WASTE REMEDIATION

HAZARDOUS WASTE MANAGEMENT





**DESIGN
RESOURCES
INC.**
CIVIL ENGINEERING
AND LAND SURVEYING

100 N. 4th Street • Suite 200 • Milwaukee, WI 53203 • (414) 276-4747
FAX: (414) 276-4748 • E-mail: info@designresourcesinc.com

**BROWN
SUBDIVISION**

**FREEDOM
DEVELOPMENT CORP.**

300 S. LINDEN
LAKEWOOD,
WISCONSIN
53143

**PROJECT NAME
BROWNSUB**
PROJECT NUMBER
00526

DATE ISSUED: 10/26/01
DRAWING NUMBER: B-1

SCALE: 1:200

DETAILS:

NO SCALE

GENERAL NOTES:

**AMENDMENT # 1 TO
DEVELOPMENT AGREEMENT**

**AN AGREEMENT RELATING TO THE APPROVAL OF A MAJOR PLAT OF
SUBDIVISION (OR MAJOR DEVELOPMENT), THE MAKING OF REQUIRED
IMPROVEMENTS AND PROVIDING FUNDS THEREFOR, FOR BROWN'S
SUBDIVISION, LOMBARD, IL**

This Amendment # 1 (hereinafter, "Amendment #1) to the Development Agreement for Brown's Subdivision (hereinafter, the "Development Agreement") is made and entered into this 5th day of April, 2001 by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village") and Freedom Development Corporation, an Illinois corporation, (hereinafter referred to as "Developer").

WITNESSETH:

Whereas, the Developer is the owner and developer of the real estate situated within the corporate limits of the Village, legally described in Exhibit 1 attached hereto and made a part hereof and platted as a subdivision known as Brown's Subdivision, as shown by prints of the final plats thereof placed on file in the office of the Village Clerk of said Village (hereinafter, the "Subject Property"), and intends to develop the Subject Property in accordance with the terms and provisions of the Development Agreement, s same is amended herein; and

Whereas, the Development Agreement was entered into between the Village and Developer pursuant to approval granted by the Village Board of Trustees as of Nov. 16, 2000; and

Whereas, a revised stormwater management program mandating on-site stormwater detention, together with an internal reconfiguration resulting from the elimination of the need to carry a cul-de-sac street through to the Subject Property's eastern boundary, has resulted in significant revisions to the proposed development plan for the Subject Property; and

Whereas, Developer has prepared final plats as referenced in the Development Agreement, in accordance with the revisions and reconfiguration set forth above, which have been approved by the Plan Commission and the Village Board of Trustees of said Village and which, upon receipt by the Village of an irrevocable letter or letters of credit (hereinafter singularly referred to as "Irrevocable Letter of Credit" or collectively referred to as "Irrevocable Letter(s) of Credit") for an amount specified as security for subdivision improvements, and for such other purpose or purposes herein mentioned, if any, and upon execution of this Amendment #1 shall be recorded; and,

Whereas, a revised site plan and revised preliminary and final engineering plans and specifications for the construction and installation of the required improvements within the boundaries of the aforesaid subdivision and off-site improvements (the "Revised Plans and Specifications"), as prepared by ARC Design Resources, dated Feb. 2, 2001, revised March 23, 2001 have been approved by the President and Board of Trustees of the Village (hereinafter, the "Corporate Authorities"), and copies thereof have been filed in the office of the Village Clerk of the said Village, which copies by reference thereto are hereby incorporated as a part hereof; and,

Whereas, the Development Agreement was subject to certain conditions dated August 21, 2000, recommended by the Plan Commission and approved by the Corporate Authorities, and attached to the Development Agreement as Exhibit 2; and

Whereas, the parties wish to amend the Development Agreement with respect to the Revised Plans and Specifications as they affect the conditions contained in Exhibit 2 to the Development Agreement, in accordance with the terms and conditions contained herein.

Now, therefore, for and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Section 1: Incorporation of Recitals.

The Village and Owner and Developer agree that the foregoing recitals are incorporated in this Amendment #1 as if fully recited herein.

Section 2: Amendment: The Development Agreement is hereby amended as follows:

Section 2 and Exhibit 2 referenced therein are amended by deleting that Section and that Exhibit in their entirety and by substituting therefor the following, together with revised Exhibits 2, which is attached hereto and made a part hereof:

“Section 2: Certain Obligations of Developer

The Developer agrees to cause to be made in such subdivision with due dispatch and diligence, such improvements as are required under the aforesaid Subdivision and Development Ordinance, the Plans and Specifications, and the additional conditions approved by the Village's Plan Commission on March 19, 2001, attached hereto and as Revised Exhibit 2 and made a part hereof. The Developer will, when required to, bring about progress in the work with due dispatch, take aggressive steps to enforce each contract connected with the construction of said improvements, to the end that said improvements will be duly and satisfactorily completed within the time or times herein mentioned. The Developer agrees that all work in the construction of said improvements shall be done in a good, substantial and workmanlike manner, that all manufactured materials used therein shall be new and of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject to its approval. The Developer will at its expense

furnish all necessary engineering services for said improvements.

Section 3: Binding Effect and Term and Covenants Running with the Land.

This Amendment #1 to the Development Agreement has been executed on behalf of the Village pursuant to action adopted by the Corporate Authorities at a meeting of said Corporate Authorities duly held on April 19, 2001.

Section 4: Ratification of Existing Terms.

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

In Witness Whereof, the parties hereto have caused these presents to be duly executed on their behalf respectively and have caused their respective Corporate Seals to be affixed hereto, all as of the date and year first above written.

Developer: Freedom Development Corporation, an Illinois corporation

By:



Its:


PRESIDENT

Attest:



Its:



Village of Lombard:

By:


(Village President)

Attest:


(Village Clerk)

SCHEDULE OF EXHIBITS

EXHIBIT 1: Legal Description

EXHIBIT 2: Plan Commission Conditions of March 19, 2001

EXHIBIT 1

LEGAL DESCRIPTION

LOT 24 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS.

Property Address: 411 East 17th Street, Lombard, Illinois 60148

PIN: 06-20-306-009

AND

LOT 35 IN HIGHLAND ESTATES

LOT 35 OF THE FINAL PLAT OF HIGHLAND ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1997 IN BOOK 185, PAGE 71, IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS

Property Address: East side of the 1700 Block LaLonde Avenue, Lombard, Illinois 60148

PIN: 06-20-415-005

EXHIBIT 2

PLAN COMMISSION CONDITIONS OF MARCH 19, 2001

1. The site shall be developed in substantial compliance with the submitted Final Plat of Subdivision prepared by ARC Design Resources, Inc., dated February 14, 2001.
2. Final Engineering shall be approved prior to consideration of the Final Plat of Subdivision by the Board of Trustees.
3. A fence plan shall be submitted for review and approval by the Director of Community Development. The fence plan shall be prepared in accordance with the Lombard Zoning Ordinance, and shall meet these provisions:
 - a. Said fence plan shall include a solid fence six feet in height along the west property line of Lot 3 to a point along the detention outlot 30 feet south of the 17th Street right of way line.
 - b. That a post and rail fence be constructed for the remaining north 30 feet along the west property line, then east along the right of way line for the entire length of the outlot, and then south along the west property line of Lot 1.
 - c. That an additional solid fence be provided along the south property line at the sole expense of the owner/developer of the subdivision on Lot 36 of the Highland Estates Subdivision. Said fence shall commence at the southeast corner of the property and extend westerly to a point even with the east foundation wall of the residence, then north to the foundation of the residence. Said fence shall be reviewed and approved by the Director of Community Development and the property owner on Lot 36.
 - d. Fencing along Lot 3 and the outlot shall have the good side of the fence facing the lots in the Highland Estates Subdivision. The fencing along 17th Place shall have the finished side that does not expose the supporting fence rails facing the street.

AMENDMENT #1 TO
BROWN'S SUBDIVISION
ANNEXATION AGREEMENT

THIS AMENDMENT #1 ("Amendment #1") to the Brown's Subdivision Annexation Agreement (the "Agreement") is made and entered into this 5th day of April, 2001, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village"), and **FREEDOM DEVELOPMENT CORPORATION**, an Illinois corporation (hereinafter referred to as "Owner and Developer");

WITNESSETH:

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

WHEREAS, Owner and Developer proposes to develop the Subject Property; and

WHEREAS, the Subject Property is the subject of the Agreement, and was annexed to the corporate limits of the Village and rezoned in the R-2 Single-Family Residence District, all of which were passed and approved by the Corporate Authorities of the Village (defined below) on November 16, 2000; and

WHEREAS, a revised stormwater management program mandating on-site stormwater detention, together with an internal reconfiguration resulting from the elimination of the need to carry a cul-de-sac street through to the Subject Property's eastern boundary, has resulted in significant revisions to the proposed development plan for the Subject Property; and

Annexation Agreement Amendment #1
Page 2

WHEREAS, consistent with said revisions to the proposed development plan, an application for a variation to the required front-yard setback, together with a petition letter requesting revised preliminary and final subdivision approval for the proposed six-lot subdivision for the Subject Property has heretofore been filed with the Village; and

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

WHEREAS, a public hearing by the Plan Commission was held on March 19, 2001 for the purpose of considering the requested variation, and the revised preliminary and final Plat of Subdivision, and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") its findings of fact and recommendations with respect to said application and petition; and

WHEREAS, a public hearing on this Amendment #1 was held by the Corporate Authorities on April 5, 2001; and

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

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Amendment #1, in order to make the same effective, have been held or taken, including all hearings and actions required in connection with amendments to and classifications under Chapter 155 of the Lombard Village Code (hereinafter, the "Zoning Ordinance") and Chapter 154 of the Lombard Village Code (hereinafter, the "Subdivision and

Annexation Agreement Amendment #1
Page 3

Development Ordinance"), such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Amendment #1; and

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

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

WHEREAS, the Corporate Authorities of the Village have examined the proposed uses by the Owner and Developer and have determined that said uses and the development of the Subject Property in accordance with the Agreement, as revised by this Amendment #1 comply with the Comprehensive Plan of the Village; and

WHEREAS, the Owner and Developer's overall project includes all of the Subject Property and that certain real estate commonly known as Lot 35 in Providence of Lombard/Highland Estates Subdivision, which said Lot 35 is already incorporated into the Village's municipal boundaries and not subject to the terms of this Amendment #1 or the Agreement.

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

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

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

A. **Paragraph 5, and Exhibits B and E referenced therein, are amended by deleting said Paragraph and said Exhibits in their entirety and by substituting therefor the following, together with revised Exhibits B and E which are attached hereto and made a part hereof:**

“**5. Site Plan Approval:** The Developer shall develop the Subject Property in full compliance with the Site Plan entitled “**Brown’s Subdivision**”, prepared by **ARC Design Resources**, as last revised on Feb. 14, 2001 (the “Site Plan”), attached hereto as EXHIBIT B and the plans and specifications, attached hereto as EXHIBIT E, prepared by **ARC Design Resources**, as last revised on March 23, _____, 2001 (the “Plans and Specifications”), both subject to changes based upon final engineering. The Site Plan is hereby incorporated by reference as the same shall be approved by the Village subject to changes based on final engineering. In addition, the Subject Property shall be landscaped with parkway trees planted at the ratio of one (1) for each forty feet (40') of frontage.”

B. Paragraph 6, and Exhibit D referenced therein, are amended by deleting said Paragraph and said Exhibit in their entirety and by substituting therefor the following, together with revised Exhibit D attached hereto and made a part hereof:

“6. Plat of Subdivision: The Village agrees to approve a preliminary and final plat of subdivision of the Subject Property substantially in conformance with the plat attached hereto as EXHIBIT D.”

C. Paragraph 9A is amended by deleting the first sentence thereof and by substituting therefor the following:

“Storm drainage facilities, including on-site retention and/or detention areas (hereinafter, the “Storm Drainage Facilities”) shall be provided and constructed and paid for by Owner and Developer substantially in accordance the Plans and Specifications.”

D. Exhibit F of the original agreement is amended in its entirety by Exhibit F attached hereto and made part of this amendment.

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

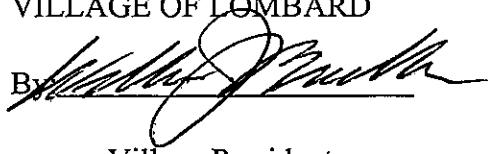
Annexation Agreement Amendment #1
Page 6

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this
Amendment #1 on the day and year first above written.

ATTEST:

VILLAGE OF LOMBARD

By



Village President



Village Clerk

DATED: April 5, 2001

Annexation Agreement Amendment #1
Page 7

OWNER AND DEVELOPER:

Freedom Development Corporation

ATTEST:

By: Jerry Brown
Its: PRESIDENT

Its: _____

DATED: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Jeffrey R. Brown, personally known to me to be the President of the Freedom Development Corporation, an Illinois corporation, and _____, personally known to me to be the _____ Secretary of said 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 _____ Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, 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.

GIVEN under my hand and official seal, this 28th day of March, 2001.

Commission expires November 1, 2001.

William J. Heniff

Notary Public



Annexation Agreement Amendment #1
Page 9

STATE OF ILLINOIS)
)
) SS
COUNTY OF DU PAGE)

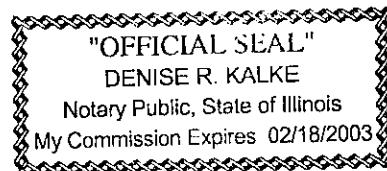
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Lorraine G. Gerhardt, personally known to me to be the Village Clerk of said municipal corporation, and 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.

GIVEN under my hand and official seal, this 5th day of April, 2001.

Commission expires 2/18, 2003.

Denise R. Kalke

Notary Public



SCHEDULE OF EXHIBITS

- EXHIBIT A: Legal Description
- EXHIBIT B: Site Plan
- EXHIBIT D: Final Plat of Subdivision
- EXHIBIT E: Plans and Specifications
- EXHIBIT F: Amendment #1 to Development Agreement

EXHIBIT A
LEGAL DESCRIPTION

LOT 24 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

Property Address: 411 East 17th Street, Lombard, Illinois 60148

PIN: 06-20-306-009



DESIGN
RESOURCES
INC.
CIVIL ENGINEERING
AND SURVEYING

1000 University Ave., Suite 1000
Seattle, Washington 98101
(206) 467-1200
FAX: (206) 467-1201
E-mail: info@arkinc.com
http://www.arkinc.com

BROWN
SUBDIVISION
FREEDOM
DEVELOPMENT CORP.
PO. BOX 10000
SEATTLE, WA 98133
PHONE: (206) 467-1200
FAX: (206) 467-1201
E-MAIL: info@freedomdev.com

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PLAT NO.	DATE
100526	11/28/01
100526	11/28/01
100526	11/28/01
100526	11/28/01

DRAWN
CHECKED
COMPUTER NUMBERED
COMPUTER FILED
SITE PLAN
EXHIBIT

1 OF 1

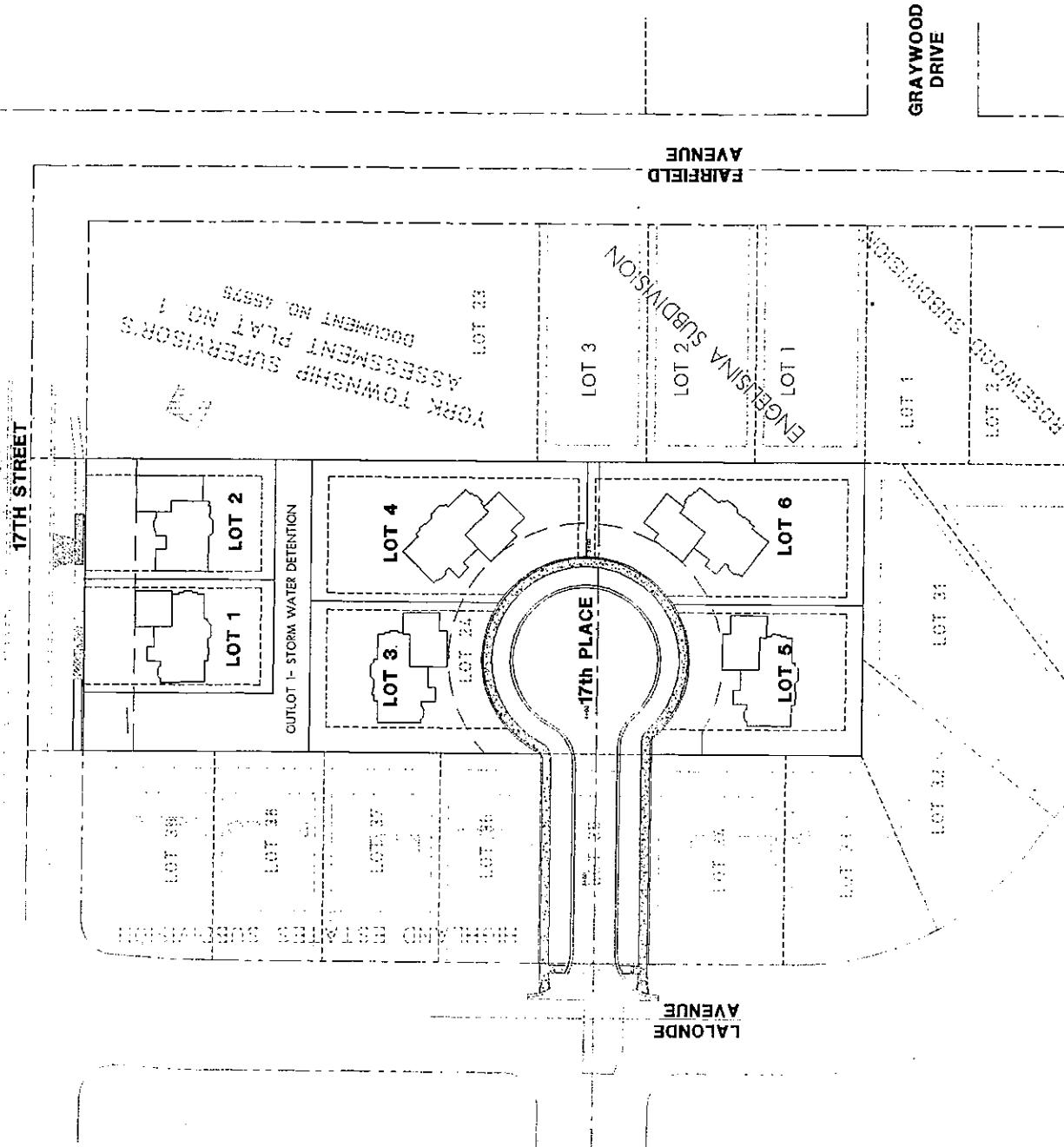


EXHIBIT B

FINAL PLAT OF BROWN SUBDIVISION

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN
DUPage COUNTY, ILLINOIS
VILLAGE OF LOMBARD

16th PLACE

UNITED STATES SUBDIVISION

Form 105, Part 1

LAND SURVEYOR'S CERTIFICATION

STATE OF ILLINOIS
COUNTY OF DuPAGE

I, Gary R. Brant, on oath, Professional Land Surveyor, hereby certify that all the records of the survey I have prepared and recorded in the following charted office, or before me, in the presence of the parties, correctly show the boundaries and corners of the lots, roads, streets, alleys, drives, paths, ways, and other features, to wit:

Lot 1 of Part of Hopkins Estate Subdivision, being a subdivision of part of the Southeast Quarter of Section 20, Township 39 North, Range 11 East of the Third Principal Meridian, in the Village of Lombard, DuPage County, Illinois, recorded December 23, 1997 in Book 160, Page 120.

Lot 24 in tract "Brown's Subdivision" being a subdivision of part of the Southeast Quarter of the East Half of the Southeast Quarter, East Half of the Southwest Quarter, and the Northeast Quarter, of Section 20, Township 39 North, Range 11 East of the Third Principal Meridian, in the Village of Lombard, DuPage County, Illinois, recorded April 23, 1913 as Document No. 20075 in the Recorder's Office of the DuPage County Clerk, DuPage County, Illinois, and the South 1/4 of Lot 24 in tract "Brown's Subdivision" being a subdivision of part of the Southeast Quarter of Section 20, Township 39 North, Range 11 East of the Third Principal Meridian, in the Village of Lombard, DuPage County, Illinois, recorded April 23, 1913 as Document No. 20076 in the Recorder's Office of the DuPage County Clerk, DuPage County, Illinois.

Both of the above described tracts contain 1.0000 acre(s) or 43,560 square feet or 1 acre(s).

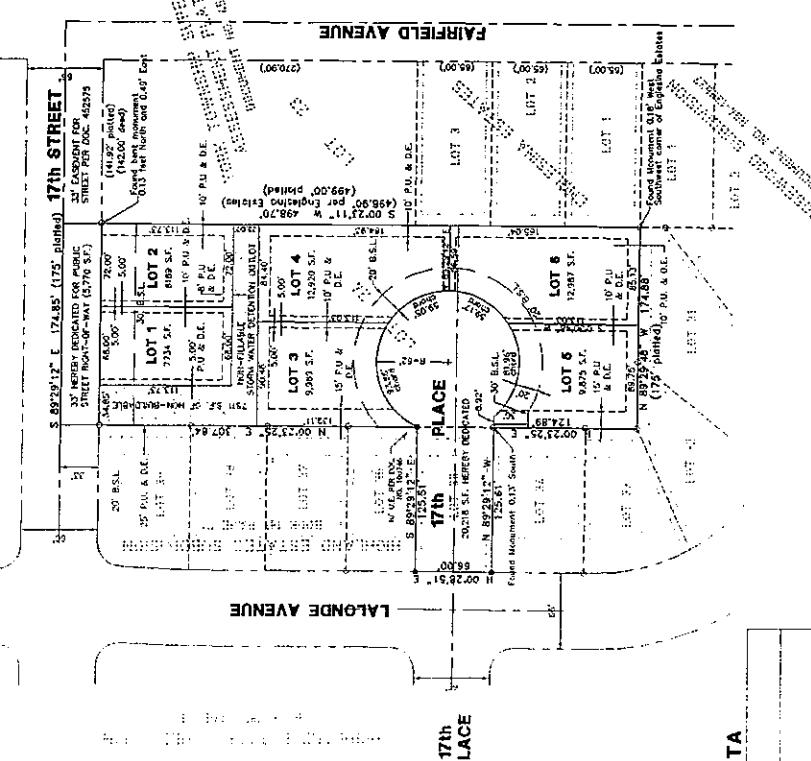
I further certify that the lands enclosed within the boundaries set forth in the above described plats are free from all encumbrances, except as follows: The North 1/4 of Lot 24 in tract "Brown's Subdivision" contains a right-of-way for a driveway and driveway easement.

I further certify that the lots described herein are subject to a right of way held by the National Railroad Passenger Corporation, commonly known as Amtrak, as set forth by the National Railroad Passenger Corporation, commonly known as Amtrak, in their Deed of Right of Way, dated January 1, 1976, recorded January 1, 1976, in the DuPage County Clerk's Office, DuPage County, Illinois.

I further certify that no independent investigation has been made by me concerning the title to the lands described herein, or of the existence of water or mineral rights or other interests, which may affect the use or development of the property as made up by the survey.

I further certify that no applications, restrictions, or covenants have been placed by the Village Board of Trustees of the Village of Lombard, DuPage County, Illinois, on the preparation of this plat.

Dated this _____ day of _____ 2001.



RESPONSIBILITY OF MEASUREMENTS AND RECORDING

THE ENCLUSED SURVEYOR SHALL RECORD AND CAUSE TO BE PART OF THIS SUBMISSION, A HOMEOWNERS DECLARATION WHICH SHALL READ, FOR THE ENTIRE LENGTH OF THE PROPERTY OWNED BY THE ASSOCIATION, THAT THE ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF ALL COMMON ELEMENTS SHOWN ON THIS PLAT, AS WELL AS THE DESIGNATED OUTLET THAT IS TO BE USED FOR STORM WATER DRAINAGE.

SUBDIVISION DATA

IMPROVEMENTS:

REPARTMENT NUMBER(S):

IMPROVEMENTS:

REPARTMENT NUMBER(S):

PROFESSIONAL AUTHORIZATION TO RECORD

STATE OF ILLINOIS
COUNTY OF DuPAGE

I, Gary R. Brant, a DuPage Professional Land Surveyor, do hereby certify that the foregoing survey was made in accordance with the requirements of the Illinois State Statute Chapter 105, Paragraph 2, as amended, and in compliance with Illinois Statute Chapter 105, Paragraph 2, as amended.

Dated this _____ day of _____ 2001.

Gary R. Brant
DuPage Professional Land Surveyor No. 2869

GARY R. BRANT
DPSL #2869

TYPE: DPSL

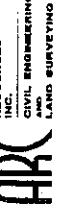
STYLING: DPSL
NAME: Gary R. Brant
ADDRESS: 100 N. Main Street
CITY: Lombard
STATE: IL
ZIP: 60148
PHONE: (708) 667-1100

EXHIBIT D - Page 1 of 2

Sheet 1 of 2

FINAL PLAT OF BROWN SUBDIVISION

BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN
DUPage COUNTY, ILLINOIS
VILLAGE OF LOMBARD



2744 N. KEDRON, SUITE 200, CHICAGO, IL 60639

773-545-5656

FAX: 773-545-5657

E-MAIL: 200@arcres.com

JIA

AM

DESIGN

REDESIGN

REDESIGN

REDESIGN

REDESIGN

REDESIGN

DATED 01/02/2001 BY: [Signature] DATE: 01/02/2001

RECORDED 01/02/2001 BY: [Signature] DATE: 01/02/2001

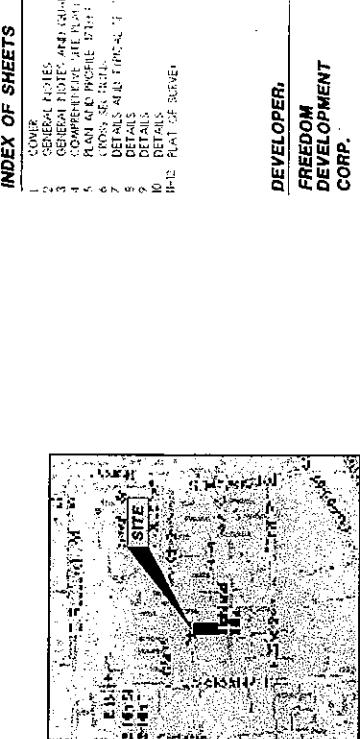
BROWN SUBDIVISION

FEBRUARY 2001

LEGEND

Lot Number	Address	Subdivision Name
1	12345 Brown St.	Brown Subdivision
2	12346 Brown St.	
3	12347 Brown St.	
4	12348 Brown St.	
5	12349 Brown St.	
6	12350 Brown St.	
7	12351 Brown St.	
8	12352 Brown St.	
9	12353 Brown St.	
10	12354 Brown St.	
11	12355 Brown St.	
12	12356 Brown St.	
13	12357 Brown St.	
14	12358 Brown St.	
15	12359 Brown St.	
16	12360 Brown St.	
17	12361 Brown St.	
18	12362 Brown St.	
19	12363 Brown St.	
20	12364 Brown St.	
21	12365 Brown St.	
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UTILITY OFFICIALS

GAS	WATER	SEWER	TELEPHONE
ICF GAS 6014 Fifer Rd. Orland Park, IL 60462 (708) 929-5956 Ext. 111 (708) 929-5957 Ext. 112	CLUB GAS 6014 Fifer Rd. Orland Park, IL 60462 (708) 929-5958 Ext. 113 (708) 929-5959 Ext. 114 6015 Fifer Rd. (708) 929-5960 Ext. 115 6016 Fifer Rd. (708) 929-5961 Ext. 116	CLUB SEWER 6014 Fifer Rd. Orland Park, IL 60462 (708) 929-5962 Ext. 117 (708) 929-5963 Ext. 118 6015 Fifer Rd. (708) 929-5964 Ext. 119 6016 Fifer Rd. (708) 929-5965 Ext. 120	AMERITECH 4915 W. 151st Street Orland Park, IL 60462 (708) 929-3455 Fax (708) 929-3456 Fax
ICF GAS 6014 Fifer Rd. Orland Park, IL 60462 (708) 929-5956 Ext. 111 (708) 929-5957 Ext. 112	CLUB GAS 6014 Fifer Rd. Orland Park, IL 60462 (708) 929-5958 Ext. 113 (708) 929-5959 Ext. 114 6015 Fifer Rd. (708) 929-5960 Ext. 115 6016 Fifer Rd. (708) 929-5961 Ext. 116	CLUB SEWER 6014 Fifer Rd. Orland Park, IL 60462 (708) 929-59	

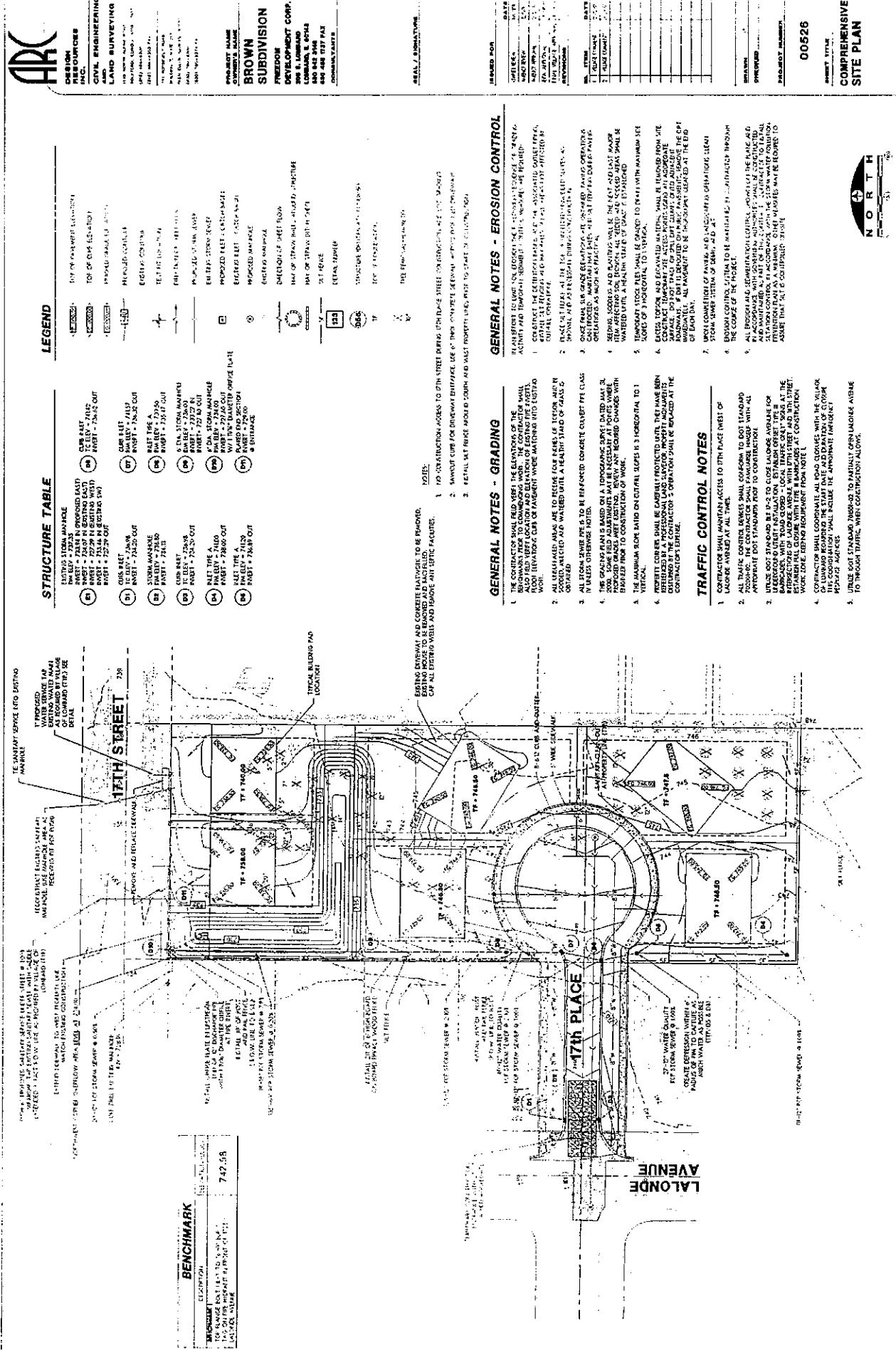


744

HKL
DESIGN
RESOURCES
INC.
CIVIL ENGINEERING
LAND SURVEYING

**BROWN
SUBDIVISION**
**FREEDOM
DEVELOPMENT CORP.**
300 E. LOMBARD
LOMBARD, IL 60148
708 344-8748
630 495-1777 FAX
GLENDALE, FLA.

EXHIBIT E – Page 4 of 10





DEPARTMENT OF
THE RESOURCES
AND SURVEY
CIVIL, ENGINEER-
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SURVEY

PROJECT NAME
OWNER'S NAME

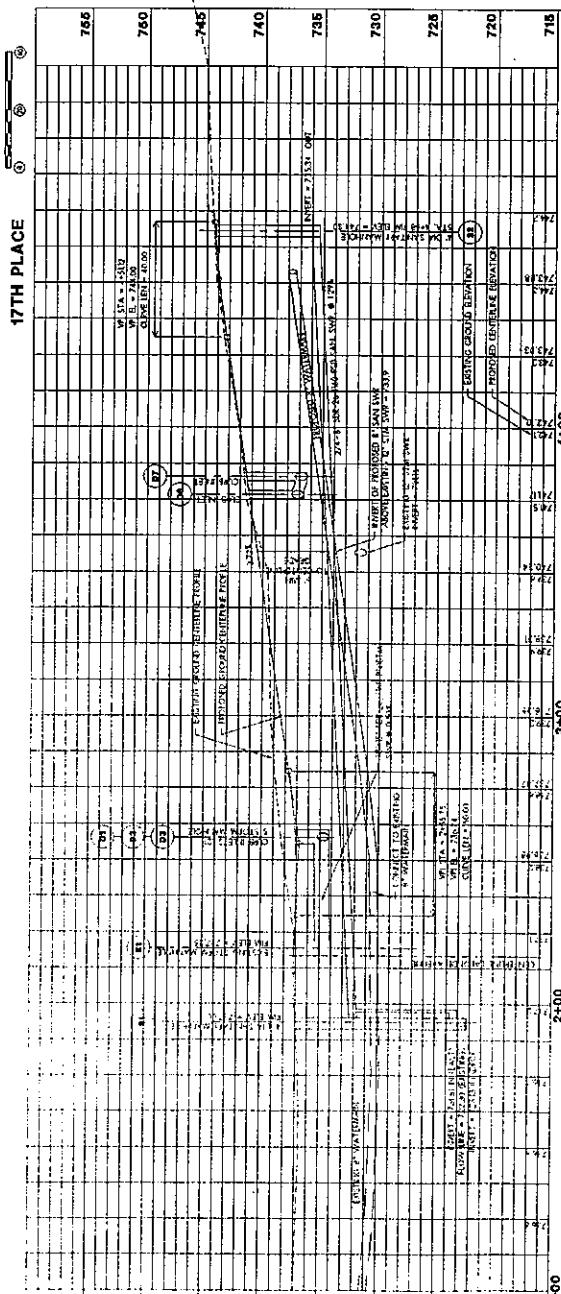
10

NOTES:

NAME	ADDRESS	CITY	STATE	TELEPHONE	DATE		REMARKS
					IN	OUT	
WILLIE E. COOPER	101 W. 10TH ST.	KNOXVILLE	TENN.	636-1234	10/10/68	10/10/68	
EDWARD COOPER	101 W. 10TH ST.	KNOXVILLE	TENN.	636-1234	10/10/68	10/10/68	
ROBERT COOPER	101 W. 10TH ST.	KNOXVILLE	TENN.	636-1234	10/10/68	10/10/68	
FRANK COOPER	101 W. 10TH ST.	KNOXVILLE	TENN.	636-1234	10/10/68	10/10/68	
JOHN COOPER	101 W. 10TH ST.	KNOXVILLE	TENN.	636-1234	10/10/68	10/10/68	
CHARLES COOPER	101 W. 10TH ST.	KNOXVILLE	TENN.	636-1234	10/10/68	10/10/68	
RONALD COOPER	101 W. 10TH ST.	KNOXVILLE	TENN.	636-1234	10/10/68	10/10/68	
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RONALD COOPER	101 W. 10TH ST.	KNOXVILLE	TENN.	636-1234	10/10/68	10/10/68	

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CHECKED _____
PROJECT NUMBER **00526**
PROJECT TITLE **PLAN AND PROFILE**

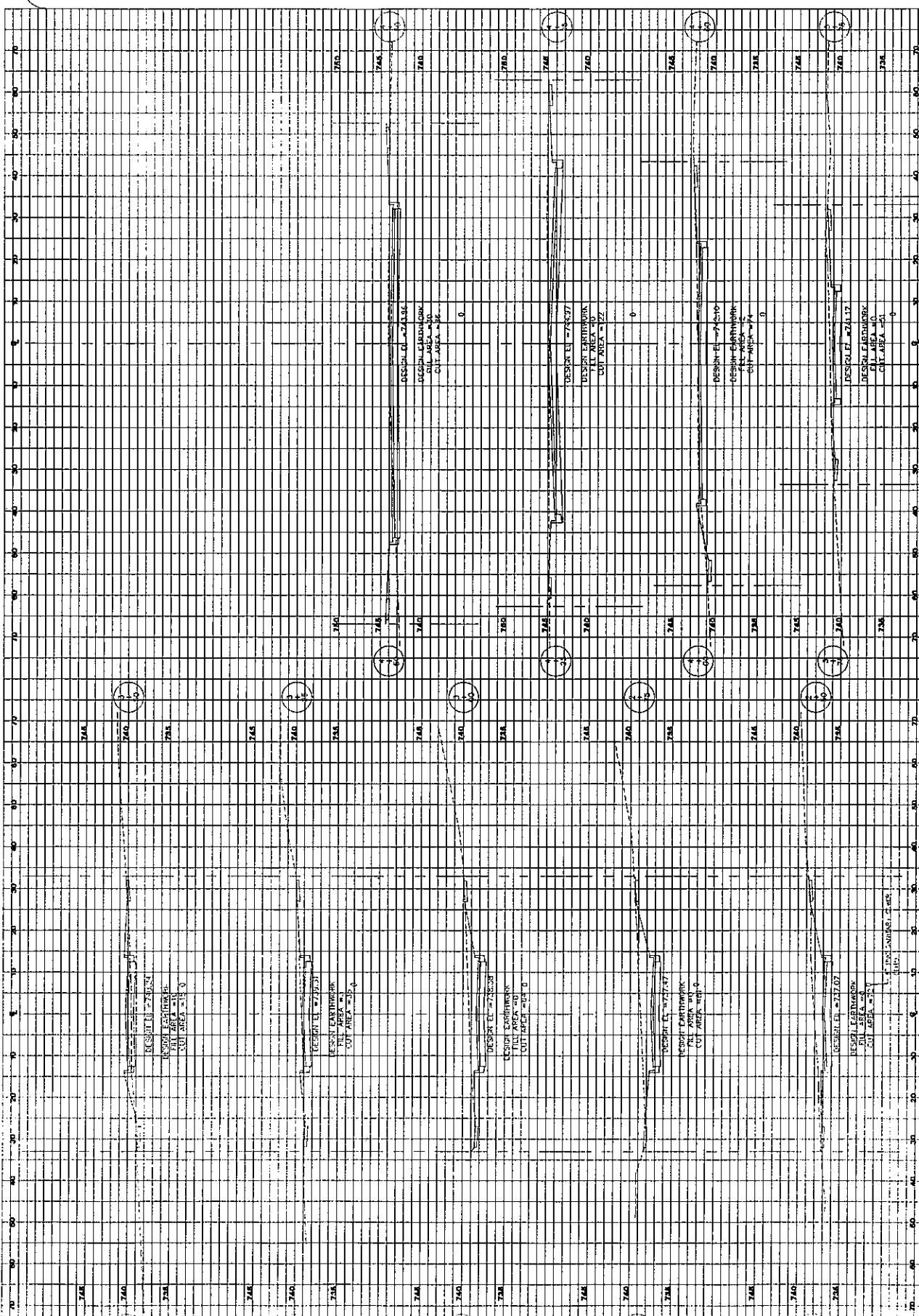
5 of 12



ARC

DESIGN
RESOURCES
INC.
CIVIL ENGINEERING
LAND SURVEYING
AND PLANNING
1001 North Main Street
Arlington, Virginia 22201
(703) 860-1270
FAX: (703) 860-1277

BROWN
SUBDIVISION
PREZON
DEVELOPMENT CORP.
PO. BOX 1000
New Braunfels, TX 78130
(800) 444-1237 FAX:
(512) 354-2086





**DESIGN
RESOURCES
INC.**

**CIVIL ENGINEERING
AND
LAND SURVEYING**

1950 ALBION AVENUE, SUITE 100
CITY OF INDUSTRY, CALIFORNIA 91748-4015
(626) 960-1000
(800) 343-1000 Fax
1950 ALBION AVENUE, SUITE 100
CITY OF INDUSTRY, CALIFORNIA 91748-4015
(626) 960-1000 Fax

**BROWN
SUBDIVISION**
FREEDOM
DEVELOPMENT CORP.
200 S. LOMBARD
LINDENWOOD, IL 60148
618 266-2744
609 446-7337 FAX
609 446-7340

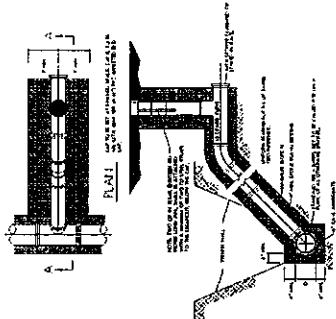
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GENERAL NOTES

The entire photo should be projected from screen distance one-half the distance from the screen to the lens. Distance from the lens to the projector is determined by the formula:

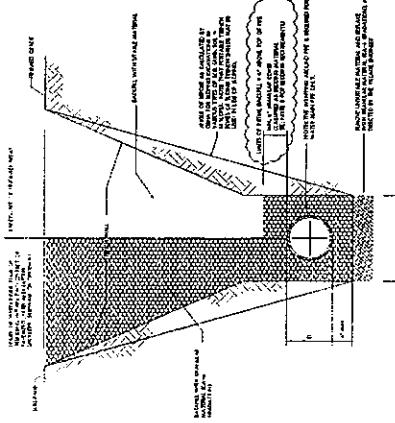
1. When service correction figures come in letters, map, a scale, and a small wall in room, allow two square feet of projection space per square foot of wall.

2. When small wall is used, allow two square feet of projection space per square foot of wall.

RISER WITH CLEANOUT

SERVICE LATERAL

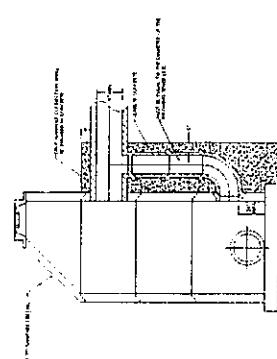
SANITARY MANHOLE FRAME AND COVER



TOPICAL SECTION

TRENCH SECTION

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**SANITARY SEWER MANHOLE
WITH DRAIN CONVENTION**

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**DESIGN
RESOURCES
INC.**
**CIVIL ENGINEERING
AND
LAND SURVEYING**

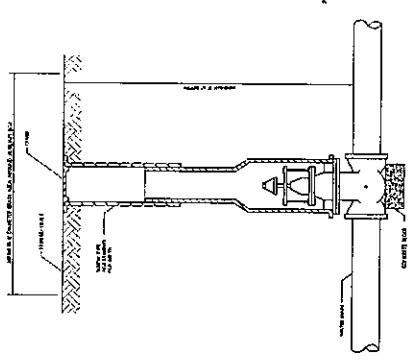
114 South County Line
National, North Carolina 27857
Telephone: (910) 484-2333
Facsimile: (910) 484-2334
E-mail: info@desres.com
Web Site: www.desres.com

**PROPERTY NAME
COMPONENT NAME
BROWN
SUBDIVISION**

**PREDOMINANT
DEVELOPMENT COMP.
INDUSTRIAL**
LINE NUMBER: 5-A-49
DRAFT DATE/FAX
COMM-FAX/TELE

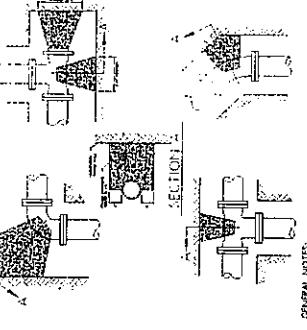
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001040	03/28/01

STORY NUMBER
9 of 12



VALVE VAULT FRAME AND COVER

(1/4" SCALE)



GENERAL NOTES:
1. All walls 20" thick, laid in a single vault, applied in the vault, inward.
2. Applied two 20" thick walls with a single vault, laid in the vault, inward.
3. Valve body shall be faced with a single vault.
4. Dimensions shown are comparative to east facing wall.
5. Valves that occur between walls, we've fed them, so there's no need to do anything else.

THRUST BLOCK INSTALLATION

(1/4" SCALE)

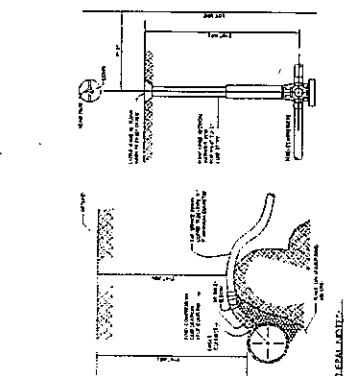
GENERAL NOTES:
HIGH STRENGTH DOPING AGENT OF THE LIQUID POLYURETHANE, THE COLD, OPEN HOLE, AND WET AREA ARE NOT TO BE APPLIED TO THE LIQUID POLYURETHANE. THIS IS DUE TO THE LIQUID POLYURETHANE'S INABILITY TO SET AND HARDEN IN THESE CONDITIONS. IT IS RECOMMENDED THAT THE LIQUID POLYURETHANE BE APPLIED TO THE LIQUID POLYURETHANE IS RECOMMENDED TO USE A DOPING AGENT.

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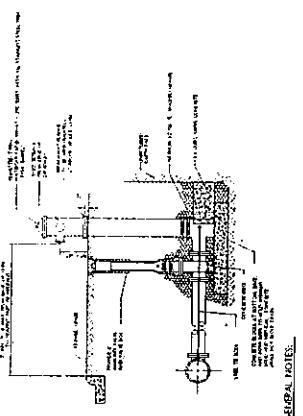
4. DO NOT APPLY LIQUID POLYURETHANE TO THE LIQUID POLYURETHANE.

5. DO NOT APPLY LIQUID POLYURETHANE TO THE LIQUID POLYURETHANE.



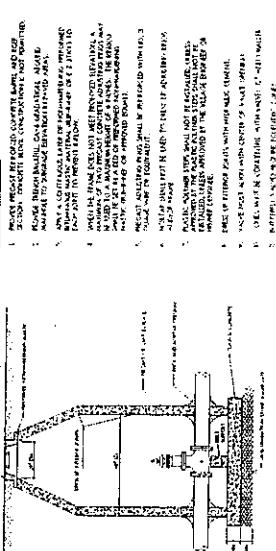
VALVE BOX INSTALLATION

(1/4" SCALE)



VALVE VAULT

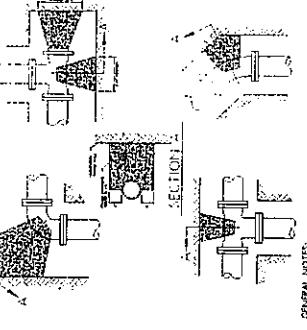
(1/4" SCALE)



GENERAL NOTES:
1. Rods shall be placed vertically at 120° angles to the floor.
2. A continuous wire shall be placed around the floor of the vault, and a continuous wire shall be placed around the floor of the vault.
3. The floor of the vault shall be provided with a continuous wire and a continuous wire shall be placed around the floor of the vault.
4. The floor of the vault shall be provided with a continuous wire and a continuous wire shall be placed around the floor of the vault.
5. The floor of the vault shall be provided with a continuous wire and a continuous wire shall be placed around the floor of the vault.
6. The floor of the vault shall be provided with a continuous wire and a continuous wire shall be placed around the floor of the vault.

VALVE VAULT FRAME AND COVER

(1/4" SCALE)



GENERAL NOTES:
1. All walls 20" thick, laid in a single vault, applied in the vault, inward.
2. Applied two 20" thick walls with a single vault, laid in the vault, inward.
3. Valve body shall be faced with a single vault.
4. Dimensions shown are comparative to east facing wall.
5. Valves that occur between walls, we've fed them, so there's no need to do anything else.

THRUST BLOCK INSTALLATION

(1/4" SCALE)

GENERAL NOTES:
HIGH STRENGTH DOPING AGENT OF THE LIQUID POLYURETHANE, THE COLD, OPEN HOLE, AND WET AREA ARE NOT TO BE APPLIED TO THE LIQUID POLYURETHANE. THIS IS DUE TO THE LIQUID POLYURETHANE'S INABILITY TO SET AND HARDEN IN THESE CONDITIONS. IT IS RECOMMENDED THAT THE LIQUID POLYURETHANE BE APPLIED TO THE LIQUID POLYURETHANE.

2. DO NOT APPLY LIQUID POLYURETHANE TO THE LIQUID POLYURETHANE.

3. DO NOT APPLY LIQUID POLYURETHANE TO THE LIQUID POLYURETHANE.

4. DO NOT APPLY LIQUID POLYURETHANE TO THE LIQUID POLYURETHANE.

5. DO NOT APPLY LIQUID POLYURETHANE TO THE LIQUID POLYURETHANE.

**AMENDMENT # 1 TO
DEVELOPMENT AGREEMENT**

**AN AGREEMENT RELATING TO THE APPROVAL OF A MAJOR PLAT OF
SUBDIVISION (OR MAJOR DEVELOPMENT), THE MAKING OF REQUIRED
IMPROVEMENTS AND PROVIDING FUNDS THEREFOR, FOR BROWN'S
SUBDIVISION, LOMBARD, IL**

This Amendment # 1 (hereinafter, "Amendment #1) to the Development Agreement for Brown's Subdivision (hereinafter, the "Development Agreement") is made and entered into this 5th day of April, 2001 by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village") and Freedom Development Corporation, an Illinois corporation, (hereinafter referred to as "Developer").

WITNESSETH:

Whereas, the Developer is the owner and developer of the real estate situated within the corporate limits of the Village, legally described in Exhibit 1 attached hereto and made a part hereof and platted as a subdivision known as Brown's Subdivision, as shown by prints of the final plats thereof placed on file in the office of the Village Clerk of said Village (hereinafter, the "Subject Property"), and intends to develop the Subject Property in accordance with the terms and provisions of the Development Agreement, s same is amended herein; and

Whereas, the Development Agreement was entered into between the Village and Developer pursuant to approval granted by the Village Board of Trustees as of Nov. 16, 2000; and

Whereas, a revised stormwater management program mandating on-site stormwater detention, together with an internal reconfiguration resulting from the elimination of the need to carry a cul-de-sac street through to the Subject Property's eastern boundary, has resulted in significant revisions to the proposed development plan for the Subject Property; and

Whereas, Developer has prepared final plats as referenced in the Development Agreement, in accordance with the revisions and reconfiguration set forth above, which have been approved by the Plan Commission and the Village Board of Trustees of said Village and which, upon receipt by the Village of an irrevocable letter or letters of credit (hereinafter singularly referred to as "Irrevocable Letter of Credit" or collectively referred to as "Irrevocable Letter(s) of Credit") for an amount specified as security for subdivision improvements, and for such other purpose or purposes herein mentioned, if any, and upon execution of this Amendment #1 shall be recorded; and,

Whereas, a revised site plan and revised preliminary and final engineering plans and specifications for the construction and installation of the required improvements within the boundaries of the aforesaid subdivision and off-site improvements (the "Revised Plans and Specifications"), as prepared by ARC Design Resources, dated Feb. 2, 2001, revised March 23, 2001 have been approved by the President and Board of Trustees of the Village (hereinafter, the "Corporate Authorities"), and copies thereof have been filed in the office of the Village Clerk of the said Village, which copies by reference thereto are hereby incorporated as a part hereof; and,

Whereas, the Development Agreement was subject to certain conditions dated August 21, 2000, recommended by the Plan Commission and approved by the Corporate Authorities, and attached to the Development Agreement as Exhibit 2; and

Whereas, the parties wish to amend the Development Agreement with respect to the Revised Plans and Specifications as they affect the conditions contained in Exhibit 2 to the Development Agreement, in accordance with the terms and conditions contained herein.

Now, therefore, for and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Section 1: Incorporation of Recitals.

The Village and Owner and Developer agree that the foregoing recitals are incorporated in this Amendment #1 as if fully recited herein.

Section 2: Amendment: The Development Agreement is hereby amended as follows:

Section 2 and Exhibit 2 referenced therein are amended by deleting that Section and that Exhibit in their entirety and by substituting therefor the following, together with revised Exhibits 2, which is attached hereto and made a part hereof:

“Section 2: Certain Obligations of Developer

The Developer agrees to cause to be made in such subdivision with due dispatch and diligence, such improvements as are required under the aforesaid Subdivision and Development Ordinance, the Plans and Specifications, and the additional conditions approved by the Village's Plan Commission on March 19, 2001, attached hereto and as Revised Exhibit 2 and made a part hereof. The Developer will, when required to, bring about progress in the work with due dispatch, take aggressive steps to enforce each contract connected with the construction of said improvements, to the end that said improvements will be duly and satisfactorily completed within the time or times herein mentioned. The Developer agrees that all work in the construction of said improvements shall be done in a good, substantial and workmanlike manner, that all manufactured materials used therein shall be new and of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject to its approval. The Developer will at its expense

furnish all necessary engineering services for said improvements.

Section 3: Binding Effect and Term and Covenants Running with the Land.

This Amendment #1 to the Development Agreement has been executed on behalf of the Village pursuant to action adopted by the Corporate Authorities at a meeting of said Corporate Authorities duly held on April 19, 2001.

Section 4: Ratification of Existing Terms.

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

In Witness Whereof, the parties hereto have caused these presents to be duly executed on their behalf respectively and have caused their respective Corporate Seals to be affixed hereto, all as of the date and year first above written.

Developer: Freedom Development Corporation, an Illinois corporation

By:



Its:

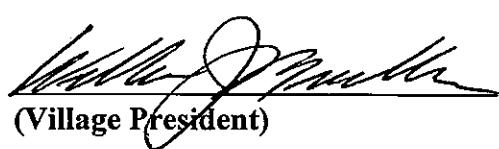


Attest:

Its:

Village of Lombard:

By:



John J. Muller
(Village President)

Attest:



Lorraine G. Gerhard
(Village Clerk)

SCHEDULE OF EXHIBITS

EXHIBIT 1: Legal Description

EXHIBIT 2: Plan Commission Conditions of March 19, 2001

EXHIBIT 1

LEGAL DESCRIPTION

LOT 24 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS.

Property Address: 411 East 17th Street, Lombard, Illinois 60148

PIN: 06-20-306-009

AND

LOT 35 IN HIGHLAND ESTATES

LOT 35 OF THE FINAL PLAT OF HIGHLAND ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1997 IN BOOK 185, PAGE 71, IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS

Property Address: East side of the 1700 Block LaLonde Avenue, Lombard, Illinois 60148

PIN: 06-20-415-005

EXHIBIT 2

PLAN COMMISSION CONDITIONS OF MARCH 19, 2001

1. The site shall be developed in substantial compliance with the submitted Final Plat of Subdivision prepared by ARC Design Resources, Inc., dated February 14, 2001.
2. Final Engineering shall be approved prior to consideration of the Final Plat of Subdivision by the Board of Trustees.
3. A fence plan shall be submitted for review and approval by the Director of Community Development. The fence plan shall be prepared in accordance with the Lombard Zoning Ordinance, and shall meet these provisions:
 - a. Said fence plan shall include a solid fence six feet in height along the west property line of Lot 3 to a point along the detention outlot 30 feet south of the 17th Street right of way line.
 - b. That a post and rail fence be constructed for the remaining north 30 feet along the west property line, then east along the right of way line for the entire length of the outlot, and then south along the west property line of Lot 1.
 - c. That an additional solid fence be provided along the south property line at the sole expense of the owner/developer of the subdivision on Lot 36 of the Highland Estates Subdivision. Said fence shall commence at the southeast corner of the property and extend westerly to a point even with the east foundation wall of the residence, then north to the foundation of the residence. Said fence shall be reviewed and approved by the Director of Community Development and the property owner on Lot 36.
 - d. Fencing along Lot 3 and the outlot shall have the good side of the fence facing the lots in the Highland Estates Subdivision. The fencing along 17th Place shall have the finished side that does not expose the supporting fence rails facing the street.

ORDINANCE NO. 4952

**AN ORDINANCE AMENDING ORDINANCE 4890 AND GRANTING
A VARIATION PURSUANT TO TITLE 15, CHAPTER 155, SECTION 406 (F)(1)
OF THE LOMBARD ZONING ORDINANCE**

(PC 01-06: 411 East 17th Street, Lombard, Illinois)
(Brown's Subdivision)

(Also see Ordinance Nos. 4888, 4889, 4890, 4951, 4953)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Zoning Ordinance, otherwise known as Title 15, Chapter 155 of the Code of Lombard, Illinois; and,

WHEREAS, the subject property is zoned R2 Single-Family Residence District; and,

WHEREAS, on November 16, 2000, the President and Board of Trustees adopted Ordinances 4888, 4889 and 4890, approving an annexation, annexation agreement, and rezoning from the R1 Single-Family Residence District to the R2 Single-Family Residence District, all associated with a preliminary plat of subdivision for Brown's Subdivision on the Subject Property; and

WHEREAS, an application has been filed requesting an amendment to the preliminary plat to allow for a modified six-lot subdivision configuration with an outlet on the Subject Property; and,

WHEREAS, said application requests a variation from Section 155.406 (F)(1) to reduce the front yard setback for Lots 3 through 6 from 30 feet to 20 feet to facilitate a better design configuration for the homes on the proposed lots; and,

WHEREAS, said application alters the design configuration of the development and therefore makes the conditions associated with the initial development approval included as part of Ordinance 4890 not applicable; and,

WHEREAS, said application requests an amendment to Ordinance 4890 to delete Section 4 in its entirety; and,

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on March 19, 2001, pursuant to appropriate and legal notice; and,

Ordinance No. 4952
Re: PC 01-06 (411 E. 17th Street)
Page 2

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the conditional use amendment and variations described herein; and,

WHEREAS, the President and Board of Trustees approve and adopt the findings and recommendations of the Plan Commission and incorporate such findings and recommendations herein by reference as if they were fully set forth herein;

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 Section 4 of Ordinance 4890 is hereby deleted in its entirety.

SECTION 2: That a variation be and is hereby granted from Section 155.406 (F)(1) of the Lombard Zoning Ordinance to allow for a reduction in the requisite front yard setback from thirty (30) feet to twenty (20) feet for Lots 3 through 6 along 17th Place in the Brown's Subdivision.

SECTION 3: That this ordinance is limited and restricted to the property generally located at 411 E. 17th Street, Lombard, Illinois, and legally described as follows:

LOT 24 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 45575, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

Parcel Number: 06-20-306-009

SECTION 4: That the Ordinance amendment and variations set forth in Sections 1 through 3 shall be granted subject to compliance with the following conditions:

1. The site shall be developed in substantial compliance with the submitted Final Plat of Subdivision prepared by ARC Design Resources, Inc., dated February 14, 2001.
2. Final Engineering shall be approved prior to consideration of the Final Plat of Subdivision by the Board of Trustees.
3. A fence plan shall be submitted for review and approval by the Director of Community Development. The fence plan shall be prepared in accordance with the Lombard Zoning Ordinance, and shall meet these provisions:
 - a. Said fence plan shall include a solid fence six feet in height along the west property line of Lot 3 to a point along the detention outlot 30 feet south of the 17th Street right of way line.
 - b. That a post and rail fence be constructed for the remaining north 30 feet along the west property line, then east along the right of way line for the entire length of the outlot, and then south along the west property line of Lot 1.
 - c. That an additional solid fence be provided along the south property line at the sole expense of the owner/developer of the subdivision on Lot 36 of the Highland Estates Subdivision. Said fence shall commence at the southeast corner of the property and extend westerly to a point even with the east foundation wall of the residence, then north to the foundation of the residence. Said fence shall be reviewed and approved by the Director of Community Development and the property owner on Lot 36.
 - d. Fencing along Lot 3 and the outlot shall have the good side of the fence facing the lots in the Highland Estates Subdivision. The fencing along 17th Place shall have the finished side that does not expose the supporting fence rails facing the street.

SECTION 5: That all other provisions of Ordinance 4890 not amended by this ordinance shall remain in full force and effect.

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Re: PC 01-06 (411 E. 17th Street)
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SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed on first reading this _____ day of _____, 2001.

First reading waived by action of the Board of Trustees this 5th day of April, 2001.

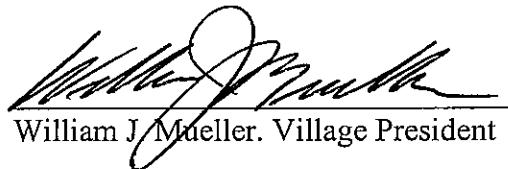
Passed on second reading this 5th day of April, 2001.

Ayes: Trustees Borgatell, Tross, Sebby, Florey, Kufrin, Jr.

Nayes: None

Absent: Trustee Schaffer

Approved this 5th day of April, 2001.



William J. Mueller, Village President

ATTEST:



Lorraine G. Gerhardt, Village Clerk

ORDINANCE NO. 4953

**AN ORDINANCE GRANTING
VARIATIONS PURSUANT TO TITLE 15, CHAPTER 155, SECTIONS 205.A. 1
AND 406 F. 2. OF THE LOMBARD ZONING ORDINANCE**

(PC 01-06: 1713 South LaLonde Avenue, Lombard, Illinois)

(Also see Ordinance Nos. 4951, and 4952)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Zoning Ordinance, otherwise known as Title 15, Chapter 155 of the Code of Lombard, Illinois; and,

WHEREAS, the Subject Property is zoned R2 Single-Family Residence District-Planned Development; and,

WHEREAS, on November 16, 2000, the President and Board of Trustees adopted Ordinances 4888, 4889 and 4890, approving an annexation, annexation agreement, and rezoning from the R1 Single Family Residence District to the R2 Single Family Residence District, all associated with a preliminary plat of subdivision for Brown's Subdivision immediately east of the Subject Property; and

WHEREAS, an application has been filed requesting approval of an amended Plat of Subdivision for the property located immediately east of the Subject Property; and,

WHEREAS, said subdivision includes a dedication of Lot 35 immediately south of the Subject Property as a public right of way for the proposed subdivision; and

WHEREAS, with the dedication of Lot 35 as a public right of way, the interior side yard of the Subject Property becomes a corner side yard; and

WHEREAS, the Subject Property was developed utilizing interior side yard setback requirements as noted in the Lombard Zoning Ordinance and the existing residence was constructed seven feet (7') from the property line; and

WHEREAS, the owner of Lot 36, concurrent with the amendment to proposed subdivision, has requested relief to bring the Subject Property into compliance with the Lombard Zoning Ordinance and to provide for additional screening from the proposed right of way and the proposed development; and

WHEREAS, said application requests a variation from Section 155.406 F. 2. to reduce the corner side yard setback from twenty feet (20') to seven feet (7'); and,

Ordinance No. 4953

Re: PC 01-06 (1713 S. LaLonde)

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WHEREAS, said application also requests a variation from Sections 155.205 (A) (1) (c) (2) and (3) to allow for the construction of a six foot (6') privacy fence on the Subject Property; and,

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on March 19, 2001, pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the variations described herein; and,

WHEREAS, the President and Board of Trustees approve and adopt the findings and recommendations of the Plan Commission and incorporate such findings and recommendations herein by reference as if they were fully set forth herein;

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 a variation be and hereby granted from Section 155.406 (F)(2) of the Lombard Zoning Ordinance to allow for a reduction in the corner side yard from twenty feet (20') to seven feet (7') for the existing single family residence.

SECTION 2: That a variation be and is hereby granted from Sections 155.205(A)(1)(c)(2) and (3) of the Lombard Zoning Ordinance to allow for an increase in fence height in the corner side yard from four feet (4') to six feet (6') in height.

SECTION 3: That this ordinance is limited and restricted to the property generally located at 1713 South LaLonde Avenue, Lombard, Illinois, and legally described as follows:

LOT 36 OF THE FINAL PLAT OF HIGHLAND ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL

Ordinance No. 4953
Re: PC 01-06 (1713 S. LaLonde)
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MERIDIAN IN DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1997 IN BOOK 185, PAGE 71, IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS.

PIN: 06-20-415-004

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed on first reading this _____ day of _____, 2001.

First reading waived by action of the Board of Trustees this 5th day of April, 2001.

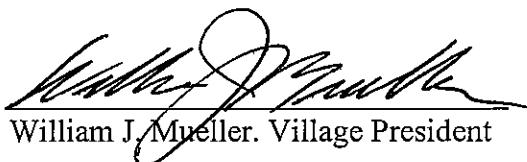
Passed on second reading this 5th day of April, 2001.

Ayes:Trustees Borgatell, Tross, Sebby, Florey, Kufrin, Jr.

Nayes: None

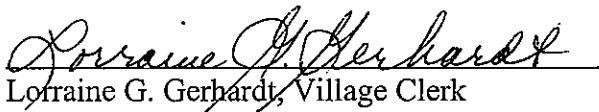
Absent: Trustee Schaffer

Approved this 5th day of April, 2001.



William J. Mueller, Village President

ATTEST:



Lorraine G. Gerhardt, Village Clerk

