

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

  X   Resolution or Ordinance (Blue)   X   *Waiver of First Requested*  
  X   Recommendations of Boards, Commissions & Committees (Green)  
\_\_\_\_\_ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES  
FROM: Scott R. Niehaus, Village Manager  
DATE: October 29, 2014 (B of T) Date: November 6, 2014  
TITLE: BOT 14-01: 19W231 17<sup>th</sup> Street – Annexation & Map Amendment (Rezoning)  
SUBMITTED BY: Department of Community Development

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a request for approval of an Ordinance Authorizing the Execution of an Annexation Agreement (2/3 of Corporate Authorities Vote required), an Ordinance Annexing Certain Territory to the Village of Lombard and an Ordinance approving a map amendment (rezoning) from the R0 Single-Family Residence District to the R2 Single-Family Residence District.

The Plan Commission recommended approval of this petition subject to three (3) conditions.

Please place this request under Items for Separate Action.

The petitioner requests a waiver of first reading of the Ordinances.

Fiscal Impact/Funding Source:

Review (as necessary):


Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X \_\_\_\_\_ Date \_\_\_\_\_

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



## MEMORANDUM

**TO:** Scott R. Niehaus, Village Manager

**FROM:** William J. Heniff, AICP, Director of Community Development   
Department of Community Development

**DATE:** November 6, 2014

**SUBJECT:** **BOT 14-01 – 19W231 17<sup>th</sup> Street: – Annexation & Map Amendment (Rezoning)**

Attached please find the following items for Village Board consideration as part of the November 6, 2014 Village Board meeting:

1. Plan Commission referral letter (Map Amendment – Rezoning);
2. IDRC report for PC 14-28 (Map Amendment – Rezoning);
3. An Ordinance Authorizing the Execution of an Annexation Agreement;

The petitioner requests annexation to the Village of Lombard and a map amendment (rezoning) from the R0 Single-Family Residence District to the R2 Single-Family Residence District. Upon annexation, the petitioner intends to perform a phased series of resubdivisions that will ultimately end with the demolition of the existing structure and four (4) separate lots suitable for new single-family homes.

4. An Ordinance Annexing Certain Territory to the Village of Lombard;
5. An Ordinance approving a map amendment (rezoning) from the R0 Single-Family Residence District to the R2 Single-Family Residence District; and
6. Plans associated with the petition.

The Plan Commission recommended approval of the petition subject to three (3) conditions. The item was originally scheduled to be on the October 16, 2014 Village Board agenda. At the request of staff, the item was continued until the November 6, 2014 Village Board meeting. The petitioner is also requesting a waiver of first reading of the Ordinances.



## VILLAGE OF LOMBARD

255 E. Wilson Ave.  
Lombard, Illinois 60148-3926  
(630) 620-5700 Fax (630) 620-8222  
www.villageoflombard.org

November 6, 2014

**Village President**  
Keith T. Giagnorio

**Village Clerk**  
Sharon Kuderna

**Trustees**  
Dan Whittington, Dist. 1  
Michael A. Fugiel, Dist. 2  
Reid Foltyniewicz, Dist. 3  
Peter Breen, Dist. 4  
Laura A. Fitzpatrick, Dist. 5  
William "Bill" Ware, Dist. 6

**Village Manager**  
Scott R. Niehaus

*"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."*

*"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."*

Mr. Keith T. Giagnorio,  
Village President, and  
Board of Trustees  
Village of Lombard

**Subject: PC 14-28; 19W231 17<sup>th</sup> Street – Annexation & Map Amendment (Rezoning)**

Dear President and Trustees:

Your Plan Commission transmits for your consideration its recommendation regarding the above-referenced petition. The petitioner requests annexation to the Village of Lombard and a map amendment (rezoning), pursuant to Section 155.103 (E) of the Village of Lombard Zoning Ordinance, from the R0 Single-Family Residence District to the R2 Single-Family Residence District for the above referenced subject property.

After due notice and as required by law, the Plan Commission conducted a public hearing for this petition on September 15, 2014. Sworn in to present the petition was Matt Panfil, AICP, Senior Planner, and the petitioner's representative, John Cordogan of Cordogan, Clark and Associates, Inc., 960 Ridgeway Avenue, Aurora, IL 60506.

Mr. Cordogan began by stating that East Development LLC., is the contract purchasers of the subject property and they are proposing to annex the property, currently zoned R-1 by DuPage County, into the Village of Lombard and rezone the property to the Village's R2 Single-Family Residence District. The property would then be subdivided into four (4) parcels that would be similar in nature to the surrounding parcels along Fairfield Avenue.

Mr. Cordogan stated that it is the petitioner's intention to follow all of the Village's zoning and building codes. It is also the intention of the petitioner to build single-family homes consistent and compatible with the surrounding neighborhood.

Mr. Cordogan concluded by stating that the purchase of the subject property is conditional upon the Village's approval of the map amendment and annexation.

Acting Chairperson Flint asked for public comment, and, hearing none, he asked for the staff report.

Mr. Panfil, Senior Planner, presented the staff report, which was submitted to the public record in its entirety. He stated that in addition to the request for the map amendment, the Board of Trustees will also review an Annexation Agreement, Plat of Annexation, and Plat of Resubdivision associated with the proposal. Mr. Panfil continued by reiterating that upon annexation the petitioner intends to perform a phased series of resubdivisions that will ultimately result in four (4) developable Lots of Record for single-family residential uses.

In regards to comments from the Inter-Departmental Review Committee, Mr. Panfil stated that Fire Department has noted that the development is to meet the standards for maximum fire hydrant spacing. Also, Private Engineering Services has been meeting with the petitioner since the beginning of the project and they continue to discuss the resolution of any stormwater management issues.

Mr. Panfil stated the proposed map amendment is consistent with the surrounding zoning and land uses, the Village's Comprehensive Plan, and the Zoning Ordinance. A companion Annexation Agreement is being prepared for consideration by the Board of Trustees. Mr. Panfil concluded that staff supports the requested map amendment.

Acting Chairperson Flint asked for public comment, and, hearing none, opened the meeting for comments among the Commissioners.

On a motion by Commissioner Burke, and a second by Commissioner Cooper, the Plan Commission voted 4-0 that the Village Board approve the annexation and map amendment (rezoning) of the subject property to the R2 Single-Family Residence District, subject to the following three (3) conditions:

1. That the map amendment (rezoning) request shall be contingent upon the Village and the property owner entering into an Annexation Agreement;
2. That the petitioner shall satisfactorily address all comments noted within the Inter-Departmental Review Committee Report; and
3. That this relief is limited to a map amendment (rezoning) only and any physical site improvement or alterations require approval through the Village.

Respectfully,

**VILLAGE OF LOMBARD**

Donald Ryan, Chairperson  
Lombard Plan Commission

c. Lombard Plan Commission



# PLAN COMMISSION

## INTER-DEPARTMENTAL REVIEW COMMITTEE REPORT

### ANNEXATION & MAP AMENDMENT (REZONING) – 19W231 17<sup>TH</sup> STREET

SEPTEMBER 15, 2014

#### Title

PC 14-28

#### Petitioner

Bojidar Petrov  
East Development, LLC  
446 Courtney Circle  
Sugar Grove, IL 60554

#### Property Owner

Herman & Sheila Milos  
135 W. Madison Street  
Villa Park, IL 60181

#### Property Location

19W231 17<sup>th</sup> Street  
Trustee District #3

#### Zoning

Unincorporated DuPage County  
R-3 Single Family Residence  
District

#### Existing Land Use

Single-family home with  
attached photography studio

#### Comprehensive Plan

Low Density Residential

#### Approval Sought

Annexation and map  
amendment (rezoning) from R0  
Single-Family Residence District  
to the R2 Single-Family  
Residence District.

#### Prepared By

Matt Panfil, AICP  
Senior Planner



LOCATION MAP

#### PROJECT DESCRIPTION

The petitioner requests annexation to the Village of Lombard and a map amendment (rezoning) from the R0 Single-Family Residence District to the R2 Single-Family Residence District.

Upon annexation, the petitioner intends to perform a phased series of resubdivisions that will ultimately end with the demolition of the existing structure and four (4) separate lots suitable for new single-family homes. The phases of development are attached as Exhibits A, B, and C.

#### APPROVAL(S) REQUIRED

Per Section 155.103 (E) map amendments may be proposed by the owner of the property involved, or an authorized representative, the Village Board, the Plan Commission, Zoning Board of Appeals, or other village officials. A map amendment requires a public hearing and written recommendation from the Plan Commission to the Village Board.

The Annexation Agreement, Plat of Annexation, and Plat of Resubdivision will also be voted upon by the Village Board.

#### EXISTING CONDITIONS

The subject property is currently improved with a one-story brick single-family home with an attached photography studio. There are

**PROJECT STATS**

**Lot & Bulk**

Parcel Size:	38,323 sq. ft. (after dedication of right-of-way)
Building Area:	3,566 sq. ft. (to be demolished)
Lot Coverage:	approx. 22%

**Reqd Setbacks & Lot Dimensions  
– Existing (Proposed)**

Front:	30' (80.7')
Interior Side: (West)	6' (19.9')
Corner Side: (East)	20' (61.0')
Rear:	35' (68.0')
Lot Width:	60' (175.0')

**Submittals**

1. Petition for a public hearing, submitted August 12, 2014;
2. Response to Standards for a Map Amendment;
3. Plat of Survey, prepared by Professional Land Surveying, Inc., dated July 31, 2014 and submitted August 12, 2014;
4. Site Plan(s) – Phase 1, 2A, and 2B, all prepared by Professional Land Surveying, Inc., dated July 31, 2014 and submitted August 12, 2014;
5. Plat of Annexation (for Village Board review) submitted August 12, 2014; and
6. Minor Plat of Resubdivision (for Village Board review), submitted August 12, 2014.

two (2) driveways which access both 17<sup>th</sup> Street to the north and Fairfield Avenue to the east. There is currently a thirty-three foot (33') wide easement along the outer edges of the property on which portions of 17<sup>th</sup> Street and Fairfield Avenue are located. This easement will be formally dedicated as public street right-of-way within the Plat of Resubdivision.

**INTER-DEPARTMENTAL REVIEW**

**Building Division:**

The Building Division has no issues or concerns regarding the project at this time. A full review of all new single-family homes will be conducted during the building permit process.

**Fire Department:**

The Fire Department requires the residential development to meet the standards for maximum fire hydrant spacing.

**Private Engineering Services:**

Private Engineering Services (PES) is aware of the potential for stormwater management issues. PES has already met with the petitioner and is still actively working with the petitioner to avoid any unforeseen obstacles to the redevelopment of this site.

**Public Works:**

The Department of Public Works has no issues or concerns regarding the project.

**Planning Services Division:**

The Planning Services Division (PSD) notes the following:

**1. Surrounding Zoning & Land Use Compatibility**

	Zoning Districts	Land Use
<b>North</b>	R-3 (DuPage County)	Single-family home
<b>South</b>	R2	Single-family home
<b>East</b>	R-3 (DuPage County)	Single-family homes
<b>West</b>	R2	Single-family homes

The proposed map amendment is consistent with the physical context and zoning of the surrounding single-family residential area.

**2. Comprehensive Plan Compatibility**

The proposed single-family home residential development is consistent with the Comprehensive Plan's recommendation of low density residential.

**3. Zoning Ordinance Compatibility**

The subject property, and the subsequent phased development, meets all lot, bulk, and setback standards for the R2 Single-Family Residence District.

**4. Subdivision and Development Ordinance Compatibility**

The initial resubdivision (Phase I) allows for a two-lot subdivision in which the existing structure can remain and a new, vacant, parcel to the south can be developed with a single-family home. Future resubdivisions (seen in Exhibits A, B, and C) will not require zoning relief, but will require the removal of the existing structure. The proposed resubdivisions are as follows:

Phase 1: A resubdivision of the existing parcel into two separate, but unequal sizes, parcels in which the southern parcel will be vacant and ready for development as a single-family home. The existing home will remain untouched on the second parcel.

Phase 2A: As there is currently a tenant leasing the existing single-family home through the spring of 2015, the tenant will be able to finish their lease with the petitioner. However, because the southern portion of the existing single-family home is not used as living space, but rather was a photography studio, Phase 2A proposes to demolish the studio space to make room for another lot suitable for development as a single-family home. The living area of the existing single-family home will remain on a separate lot.

Phase 2B: Depending on the construction time of Phase 1 and the termination date of the lease for the tenant within the existing single-family home, the petitioner may be able to bypass Phase 2A and demolish the entire structure and complete a three-lot resubdivision all in Phase 2B.

**5. Annexation Agreement**

The petitioner is preparing a companion annexation agreement for the subject property. This agreement will be considered by the Village Board in conjunction with the final consideration of Ordinances. Contiguity will be established via the properties to the west and south.

**FINDINGS & RECOMMENDATIONS**

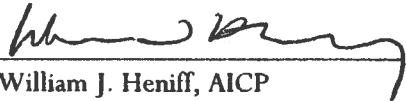
Staff finds that the proposed annexation and map amendment (rezoning) are compatible with the surrounding land uses and zoning, the Village of Lombard Comprehensive Plan, and the Village of Lombard Zoning Ordinance. Staff has reviewed the response to standards for a map amendment (rezoning) included as part of the petition and concurs that the petition meets the standards set forth in the Zoning Ordinance.

The Inter-Departmental Review Committee has reviewed the standards for the requested map amendment (rezoning) and finds that the proposed map amendment (rezoning) **complies** with the standards established by the Village of Lombard Zoning Ordinance, subject to conditions of approval based on the above considerations. As such, the Inter-Departmental Review Committee recommends that the Plan Commission make the following motion for **approval** of PC 14-28:

Based on the submitted petition and the testimony presented, the proposed map amendment (rezoning) does comply with the standards required by the Village of Lombard Zoning Ordinance and that granting the map amendment (rezoning) is in the public interest and, therefore, I move that the Plan Commission accept the findings of the Inter-Departmental Review Committee Report as the findings of the Plan Commission, and recommend to the Village Board **approval** of PC 14-28, subject to the following conditions:

1. That the map amendment (rezoning) request shall be contingent upon the Village and the property owner entering into an Annexation Agreement;
2. That the petitioner shall satisfactorily address all comments noted within the Inter-Departmental Review Committee Report;
3. That this relief is limited to a map amendment (rezoning) only and any physical site improvement or alterations require approval through the Village;

Inter-Departmental Review Committee Report approved by:



William J. Heniff, AICP  
Director of Community Development

c. Petitioner

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## STANDARDS FOR CONDITIONAL USES

### **Response to the applicable STANDARTS**

**1. Compatibility with existing uses of property within general area of the property in question**

The existing use of the property within the general area is designated residential. The new use is compatible as it is also residential.

**2. Compatibility with the zoning classification of property within the general area of the property in question**

The existing zoning classification (R3) of the property within the general area of the property in question and the proposed zoning classification (R2) are compatible as they are both designated for residential use.

**3. The suitability of the property in question to the uses permitted under the existing zoning classification**

The property in question is suitable to the uses permitted under the existing zoning classification.

**4. Consistency with the trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification**

The proposed property zoning classification supports the trend of development and will include the development of four properties.

**5. The compatibility of the surrounding property with the permitted uses listed in the proposed zoning classification**

The surrounding property is zoned residential (R2) and is compatible with the permitted uses listed in the proposed zoning classification (R2).

**6. The objectives of the current Comprehensive Plan for the Village of Lombard and the impact of the proposed amendment of the said objectives**

Per the current Comprehensive Plan for the Village of Lombard and its long term master plans to increase R2 zoning, the proposed amendment will develop R2 zoned residential properties and therefore will positively impact said objectives.

**7. The suitability of the property in question for permitted uses listed in the proposed zoning classification**

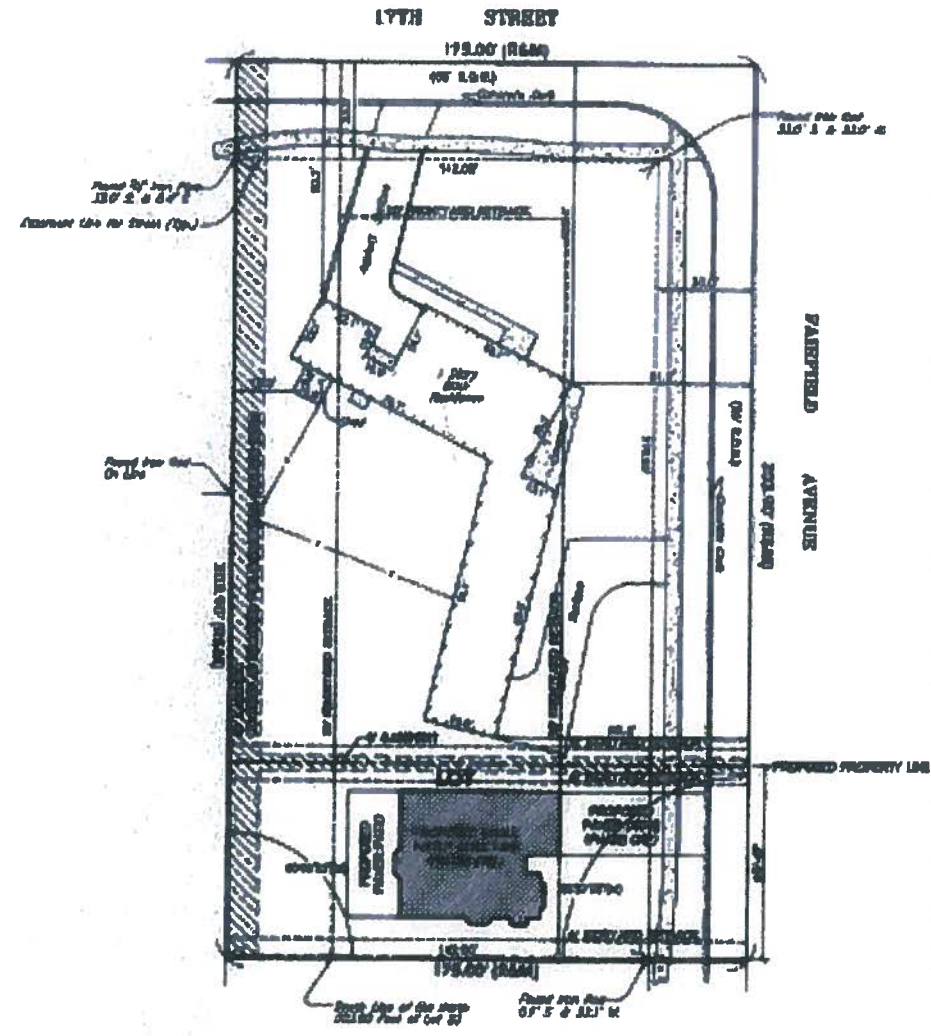
The property in question is suitable for permitted uses listed in the proposed zoning classification.

**EXHIBIT A: SITE PLAN - PHASE 1**

**PLAT OF SURVEY**

OF

THE NORTH 2000 FEET (660) AS MEASURED ALONG THE EAST AND WEST LINES, VARIETY OF LOT 23 OF THE YORK TRACTS, SUPERVISOR AGREEMENT PLAT NO. 1, (ALSO KNOWN AS VARIETY TRACTS) OF THE EAST HALF OF THE TWENTIETH RANGE AND THIRD TOWNSHIP OF THE SEVENTH COUNTY AND THE SEVEN 1200 FEET OF THE EAST HALF OF THE SEVENTH RANGE OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 17 EAST OF THE 10TH MERIDIAN, ACCORDING TO THE PLAT WHICH BECAME PART OF THE 1901 AN ORDINARY SURVEY ALSO KNOWN AS THE EAST 5TH FEET OF THE SEVENTH AND EIGHTH OF THE NORTH AND EAST OF THE WEST HALF OF THE WEST HALF OF THE WEST HALF OF THE SEVENTH QUARTER OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 17 EAST OF THE 10TH MERIDIAN, ALASKA.





**EXHIBIT C: SITE PLAN - PHASE 2B**

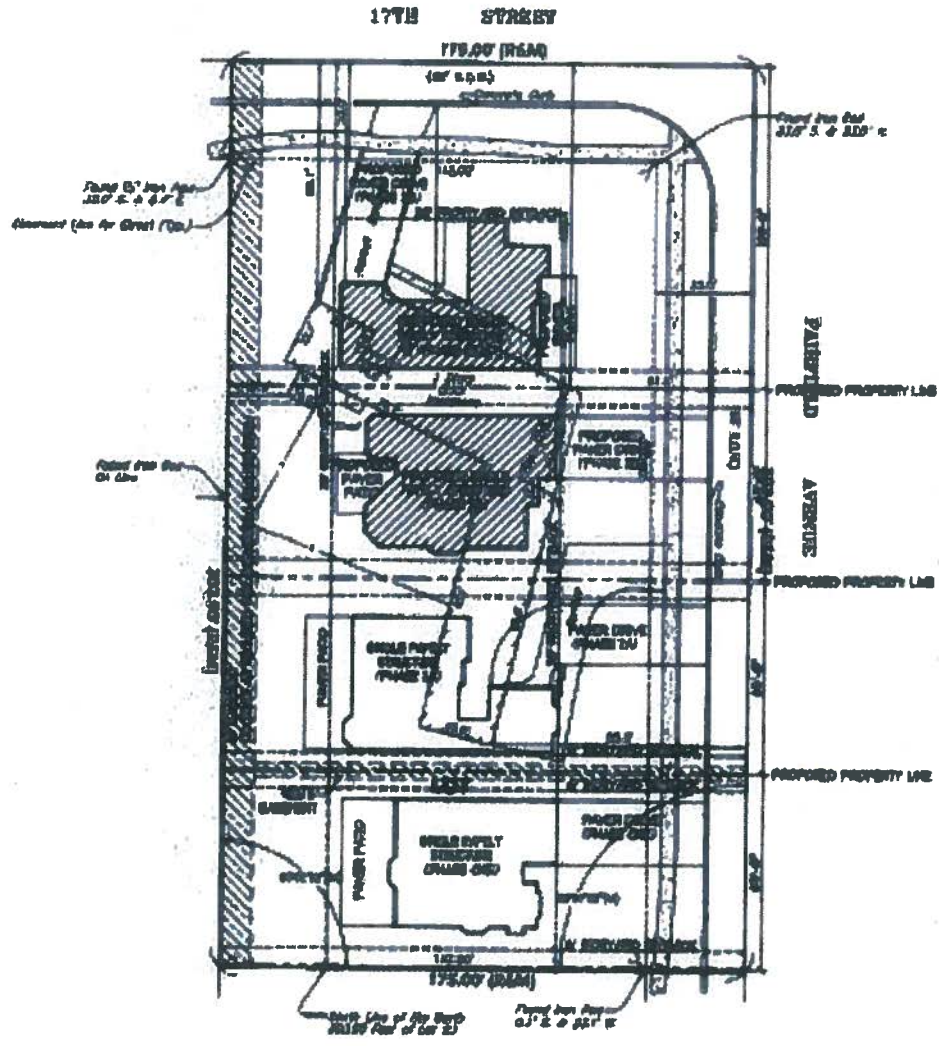
**PLAT OF SURVEY**

OF

THE NORTH CORNER POINT IS LOCATED ALONG THE EAST AND WEST LINES, VERTICES OF LOT 23 OF THE TRACT DESCRIBED IN CERTAIN RECORDS, PLAT NO. 1, PAGE 188 AND 189, IN THE PUBLIC RECORDS OF THE COUNTY OF SHERMAN, TEXAS, BEING THE WEST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHWEST QUARTER AND THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 11 WEST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, BEING SUBJECT TO THE EASE AS DECLARED (SPECIFICALLY) ALSO LOCATED AT THE EAST END OF THE SOUTH LINE (WEST) OF THE SOUTH LINE WEST OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 11 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING IN SHARPE COUNTY, TEXAS.



SCALE 1"=30'



28





**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE  
EXECUTION OF AN ANNEXATION AGREEMENT**

(BOT 14-01: 19W231 17<sup>th</sup> Street)

(See also Ordinance No. (s) \_\_\_\_\_)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property located at 19W231 17<sup>th</sup> Street, Lombard, Illinois to be entered into; and,

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

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

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on November 6, 2014.

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

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

**SECTION 2:** This ordinance is limited and restricted to the property generally located at 19W231 17<sup>th</sup> Street, Lombard, Illinois containing 0.88 acres more or less and legally described as follows:

THE NORTH 303.90 FEET, AS MEASURED ALONG THE EAST AND WEST LINES, THEREOF OF LOT 23 IN THE YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER; THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION

Ordinance No. \_\_\_\_\_

Re: BOT 14-01

Page 2

20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT #452575; ALSO KNOWN AS THE EAST 175 FEET OF THE SOUTH 499 FEET OF THE NORTH 988 FEET OF THE WEST HALF 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.

Parcel Identification Number: 06-20-415-020

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Keith T. Giagnorio, Village President

ATTEST:

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

Published this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

19W231 17<sup>th</sup> Street  
**ANNEXATION AGREEMENT**

**THIS ANNEXATION AGREEMENT** (the “Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **VILLAGE OF LOMBARD**, a municipal corporation (hereinafter referred to as “Village”); **HERMAN MILAS** and **SHEILA MILAS** (hereinafter collectively referred to as “Owner”); and **EAST DEVELOPMENT, LLC**, an Illinois limited liability company, contract purchaser (hereinafter referred to as “Developer”). The Village, the Owner and the Developer are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

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

**WHEREAS**, the Developer, upon closing on the purchase of the Subject Property, proposes to develop the Subject Property; and

**WHEREAS**, the Subject Property is adjacent to and contiguous to the existing corporate boundaries of the Village; and

**WHEREAS**, the Village desires to annex the Subject Property, and the Owner and Developer desire to have the Subject Property annexed to the Village, and each of the Parties desire to obtain assurances from the other as to certain provisions of the zoning and other ordinances of the Village for the Subject Property when same has been annexed, and to other matters covered by this Agreement, for a period of twenty (20) years from and after the execution of this Agreement; and

**WHEREAS**, the Subject Property is an approximately 0.88 acre parcel of land and there are two (2) persons residing thereon; and

**WHEREAS**, there are no electors residing on the Subject Property; and

**WHEREAS**, the Developer, as contract purchaser, and all owners of record of the Subject Property have signed a petition for annexation of the Subject Property to the Village, which petition is hereinafter referred to as the “Annexation Petition”; and

**WHEREAS**, an application has heretofore been filed with the Village Clerk for rezoning of the Subject Property to the R-2 Single Family Residence District upon the annexation thereof; and

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

**WHEREAS**, a public hearing was held on September 15, 2014, for the purpose of considering whether the Subject Property should be rezoned, upon its annexation, from the R-0 Single Family Residence District to the R-2 Single Family Residence District under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code (the “Village Code”); hereinafter the “Zoning Ordinance”), and the Plan Commission has submitted to the President and Board of Trustees of the Village (hereinafter referred to as the “Corporate Authorities”) its findings of fact and recommendations with respect to said application; and

**WHEREAS**, a public hearing in regard to this Agreement was held by the Corporate Authorities on November 6, 2014 with proper notice of said public hearing being given in accordance with State Statutes on October 20, 2014; and

**WHEREAS**, the Parties wish to enter into a binding agreement with respect to the said annexation, zoning and development of the Subject Property, and for other related matters, pursuant to the provisions of Division 15.1 of Article 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, and upon the terms and conditions contained in this Agreement; and

**WHEREAS**, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Agreement, 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 the Zoning 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 Agreement; and

**WHEREAS**, the Corporate Authorities of the Village, the Owner and the Developer deem it to the mutual advantage of the Parties and in the public interest that the Subject Property be annexed to and developed as a part of the Village 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 use by the Owner and the Developer and have determined that said use and the development of the Subject Property in accordance with this Agreement comply with the Comprehensive Plan of the Village; and

**WHEREAS**, the Owner and the Developer desire to have the Subject Property rezoned to the R-2 Single Family Residence District under the Zoning Ordinance;

**NOW THEREFORE**, in consideration of the premises and the mutual promises herein set forth, and other good and valuable consideration, the receipt and the sufficiency of which is acknowledged by all Parties, the Parties hereto agree as follows:



1. **INCORPORATION OF RECITALS.** The Village, the Owner and the Developer agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.

2. **DEVELOPMENT OF SUBJECT PROPERTY.** The Village, the Owner and the Developer agree that the Subject Property shall be developed in accordance with the terms of this Agreement and the exhibits attached hereto and made a part hereof. To the extent that any exhibit attached hereto and made a part of this Agreement is labeled as preliminary, the final documents shall be in substantial compliance with the preliminary documents attached hereto, and subject to final approval by the Village.

3. **ANNEXATION.** Subject to the provisions of 65 ILCS 5/7-1-1, the Parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village. The Parties shall cause such annexation to be effected pursuant to the provisions of 65 ILCS 5/7-1-8. This Agreement, and the Annexation Ordinance (as hereinafter described), are contingent upon Developer closing on the purchase of the Subject Property within sixty (60) days of the date hereof. In the event Developer does not close on the purchase of the Subject Property within sixty (60) days hereof and so notifies the Village in writing, then this Agreement shall be null and void and of no force and effect. In such event, a notice of such nullity shall be recorded by the Village, at the Developer's and the Owner's expense.

Any obligations of the Owner as set forth herein (including but not limited to all financial obligations imposed on the Owner) shall become the sole responsibility of the Developer upon the Developer becoming the fee title owner of the Subject Property. Upon such closing, the Owner shall be automatically released from compliance with such obligations to the Village, and the Owner's successor in interest, whether the Developer, or another entity, shall be responsible to fulfill all of the Owner's obligations under this Agreement. In the event that an entity other than the Developer becomes the immediate successor in interest to the Owner, said entity shall be responsible for fulfilling the obligations under this Agreement relative to both the Developer and the Owner.

4. **ZONING.** Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the Subject Property from the R-0 Single Family Residence District to the R-2 Single Family Residence District.

5. **PLAT OF SURVEY.** The Developer shall provide the Village with a plat of survey identified as **EXHIBIT B** attached hereto and made a part hereof (hereinafter referred to as the "Plat of Survey"), and a copy of the deed for the Subject Property.

6. **SUBDIVISION.** In consideration of the location of the existing single-family residential dwelling unit (hereinafter referred to as the "House") on the Subject Property, the Developer shall be allowed to subdivide the Subject Property into two (2) developable Lots of Record as permitted under the Lombard Subdivision and Development Ordinance (Chapter 154 of the Village Code; hereinafter the "Subdivision Ordinance"), provided said subdivided lots

comply with the Village Code, and provided the existing structure on the Subject Property is not going to be demolished.

In the event that the Developer seeks to demolish only the southern portion of the House, as set forth in Section 20 below, the Developer shall be allowed to subdivide the Subject Property into no more than three (3) developable Lots of Record as permitted under the Subdivision Ordinance, provided said subdivided lots comply with the Village Code and are in substantial compliance with the preliminary plat of resubdivision identified as **EXHIBIT C** attached hereto and made a part hereof (hereinafter referred to as the “Preliminary Plat of Resubdivision – Phase 2A”).

In the event that the Developer seeks to demolish the House in its entirety, as set forth in Section 20 below, the Developer shall be allowed to subdivide the Subject Property into no more than four (4) developable Lots of Record as permitted under the Subdivision Ordinance, provided said subdivided lots comply with the Village Code and are in substantial compliance with the preliminary plat of resubdivision identified as **EXHIBIT D** attached hereto and made a part hereof (hereinafter referred to as the “Preliminary Plat of Resubdivision – Phase 2B”).

**7. NON-CONFORMING PROVISIONS.** Upon approval of this Agreement, the Village recognizes that the Plat of Survey may demonstrate the Subject Property and House to be non-conforming in regard to provisions within the Zoning Ordinance. Nothing in this Agreement shall be construed so as to grant zoning relief or any other relief from the Village Code for any existing uses or structures on the Subject Property. The Village agrees that any legally permitted and constructed buildings or structures on the Subject Property prior to the annexation of the Subject Property shall be recognized by the Village as legally nonconforming buildings and structures. However, any expansion, alteration, reconstruction or repair of any such buildings or structures, or any change of land use on the Subject Property, shall conform to all existing provisions of the Village Code. For purposes of this Agreement, a legally permitted and constructed building or structure shall be any building or structure for which a building permit was issued by DuPage County prior to the effective date of this Agreement.

The Village agrees to grant zoning relief or any other relief from the Village Code for any subsequent nonconformities established by the subdivision of the Subject Property as described in Section 6.

**8. WATER UTILITIES.**

- A. Village represents and warrants to Owner and Developer as follows:
  - (1) That it owns and operates a water distribution system within the Village.
  - (2) That the Village has sufficient capacity to provide and will provide potable water to the Subject Property, such service to be substantially the same as provided to other residential areas in the Village being

provided with water by the Village in terms of quantity, pressure, quality, and cost.

- B. Developer at its own expense shall install water main extensions in accordance with Subdivision Ordinance.
- C. The Parties agreed that the Developer shall pay all applicable Village water connection charges, relative to the connection of the Subject Property to the Village's water distribution system.
- D. Developer shall grant or dedicate, or cause to be granted or dedicated, all easements reasonably required by the Village for the construction of the necessary water main extensions serving the Subject Property.

**9. SANITARY SEWER FACILITIES.** Village represents and warrants to Owner and Developer that the Subject Property is located within the Facilities Planning Area (FPA) of the Highland Hills Sanitary District (hereinafter referred to as the "Highland Hills Sanitary District"). Developer, at its sole cost and expense, shall install and/or maintain sanitary sewer service to the Subject Property in accordance with the lawful regulations of the Highland Hills Sanitary District, and the Village Code, or as modified by any final engineering plans hereafter approved by the Village and/or the Highland Hills Sanitary District for any future improvements to the Subject Property. Developer shall grant or dedicate all easements reasonably required by the Highland Hills Sanitary District or the Village for the construction for the necessary sanitary sewers serving the Subject Property. Developer further agrees to pay the Highland Hills Sanitary District for any future tap-on, connection, and service fees imposed upon the Subject Property by the Highland Hills Sanitary District.

**10. STORM DRAINAGE FACILITIES.** Storm drainage facilities (hereinafter referred to as the "Storm Drainage Facilities") shall be provided, constructed, paid for and maintained (if on private property and not accepted as public improvements) by Developer in accordance with the requirements of the Subdivision Ordinance and the applicable requirements of Chapter 151 (Flood Control) of the Village Code.

**11. UNDERGROUND UTILITIES.** All electrical, telephone, cable television and natural gas distribution facilities installed by Developer, except electrical transformers and meters for natural gas and electricity, shall be installed underground or located within buildings.

**12. CABLE TELEVISION.** The Developer shall provide necessary easements for cable television service.

**13. EASEMENTS.** The Developer shall provide, or cause to be provided, all easements as required by final engineering, at no cost to the Village.

**14. CONTRIBUTIONS.** There shall be no requirement for Developer to make any contributions to elementary school, middle school, high school, park, library or other service districts.

**15. PERMIT AND CONNECTIONS FEES.** In consideration of the impact of the development of the Subject Property on the Village, and in consideration of water mains, sanitary sewer mains, and storm sewer mains previously installed by the Village to assist in the serving of the Subject Property with water and sewers, Developer agrees to pay the following fees to the Village in connection with the annexation, zoning, and development of the Subject Property.

- A. Administrative Plat fees in the amount of \$150.00 to be paid at time of submittal of said plat to the Village for approval.
- B. Annexation fee in the amount of \$450.00 to be paid at time of application. C.
- C. Map Amendment fee in the amount of \$400.00 to be paid at time of application.
- D. Watermain recapture fee in the amount of \$0 to be paid at time of application.
- E. Sanitary sewer recapture fee in the amount of \$0 to be paid at time of application.
- F. Storm sewer recapture fee in the amount of \$0 to be paid at time of application.
- G. Transportation Improvements fee in the amount of \$0 to be paid at time of application.
- H. Highland Hills Sanitary District fees to be paid at time of application.

In addition to these fees, the Developer agrees to pay all applicable permit (including, but not limited to building permit) and utility connection fees as required by the Village Code or the Ordinances of the Village at the time of applications for the respective permits. Developer further agrees that the connections charges and fees required by this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the Subject Property.

**16. REASONABLENESS OF FEES, CHARGES, AND EASEMENTS.** The Developer agrees that the connection charges, fees, contributions, dedications and easements required by this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the Subject Property.



17. **DEDICATION OF PUBLIC IMPROVEMENTS.** When the Developer has completed all required public improvements, in accordance with the Subdivision Ordinance regulations, and said public improvements have been inspected and approved by the Village Engineer, the Village shall accept said public improvements subject to the two (2) year maintenance guaranty provisions of the Subdivision Ordinance.

18. **FINAL ENGINEERING APPROVAL.** All public improvements required to be constructed hereunder or under the Subdivision Ordinance of the Village shall be paid for, constructed and installed by the Developer in accordance with final engineering plans approved by the Director of Community Development.

19. **ANNEXATION TO LOMBARD PARK DISTRICT.** The Owner and Developer agree to petition the Lombard Park District to have the Subject Property annexed to the Lombard Park District upon its annexation to the Village.

20. **SPECIAL CONDITIONS.** The Developer shall comply with the following special conditions, which shall be applicable to the development and use of the Subject Property:

- A. Subject to the conditions contained in subsection B below, and on the condition that the House is not demolished, in whole or in part, and the Subject Property subdivided in accordance with one of the alternate development provisions in Section 6 of this Agreement, the Subject Property may be subdivided into no more than two (2) developable Lots of Record, one containing the House and one available for development as a single-family residence, with said subdivision to occur within one (1) year of the annexation of the Subject Property, provided that the House on the Subject Property is not demolished, in whole or in part, prior to the application for subdivision approval.
- B. Within two (2) years of the annexation of the Subject Property, the Developer shall connect the House to the Village's water distribution system and the Highland Hills Sanitary District sewer system, if said House still exists on the Subject Property.
- C. Developer, and the successors in title to Owner and the Developer, including any builders who purchase any of the Subject Property for eventual resale to the ultimate users thereof and any successors in title who have purchased individual dwellings or improved residential lots as the ultimate users thereof (namely the individuals who actually own and reside in the houses to be built on the Subject Property) shall install all driveways and patios associated with the Subject Property as permeable surface. Such permeable surface shall be subject to approval by the Department of Community Development. However, if Owner or Developer do not seek to construct driveways and patios of a permeable material, then Owner or Developer shall be obligated to provide evidence of compliance with all provisions of the Village Code relating to stormwater management.

**21. FIRE DISTRICT.** By operation of law and in accordance with Illinois Compiled Statutes, Chapter 70, Section 705/20, the Subject Property shall be disconnected from the fire protection district in which it is located at no cost to the Village. The Village agrees to cooperate with Developer in the disconnection. Developer agrees to be responsible for the disconnection and shall reimburse the Village for any funds expended by the Village, including, but not limited to any legal fees and litigations costs, relative thereto.

**22. GENERAL PROVISIONS.**

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

If to the Village or  
Corporate Authorities:

President and Board of Trustees  
Village of Lombard  
255 East Wilson Avenue  
Lombard, IL 60148

With Copies to:

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

Director of Community Development  
Village of Lombard  
255 East Wilson Avenue  
Lombard, IL 60148

Thomas P. Bayer  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive  
Suite 1660  
Chicago, IL 60606

If to the Developer:

East Development, LLC  
446 Courtney Circle  
Sugar Grove, IL 60554

With a Copy to:

Peter K. Wilson, Jr.  
Mickey, Wilson, Weiler, Renzi &  
Andersson, PC  
2111 Plum Street  
Suite 201  
Aurora, IL 60506

If to the Owner:

Herman Milas and Sheila Milas  
135 West Madison Street  
Lombard, IL 60148

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

**B. Continuity of Obligations.**

- (1) The provisions of this Agreement, except as to various covenants running with the land and the obligation to provide such and the further exception set forth below in this subsection, obligating Developer, shall not be binding upon the successors in title to the Developer who have purchased individual dwellings or improved residential lots as the ultimate consumers thereof (namely the individuals who actually own and reside in the houses to be built on the Subject Property). The provisions of the Agreement shall be binding, however, on any builders who purchase any of the Subject Property for eventual resale to the ultimate consumers thereof. Notwithstanding the foregoing, the provisions relating to Storm Drainage Facilities in Section 10 shall be binding on the ultimate consumers and any builders and shall be considered and are hereby declared as covenants running with the land.
- (2) In the event of any sale or conveyance by Developer of the Subject Property or any portion thereof, excluding any sale or conveyance by Developer of any individual dwellings or individual residential lots while Developer is acting in the regular course of its business of a developer selling or transferring such dwellings or improved residential to the ultimate consumers thereof, Developer shall notify the Village in writing, within thirty (30) days after the closing of such sale or conveyance, of any and all successors in title to all or any portion of the Subject Property. Such written notice shall include identification of the name(s) of such successor(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance or real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection B.
- (3) Under the condition that the requirements of this subsection B have been met, this Agreement shall inure to the benefit of and shall be binding upon Developer's successors in any manner in title, and shall be binding upon the Village and the successor Corporate Authorities of

the Village and any successor municipality. In the event that the requirements of this subsection B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Developer's successors in any matter in title until such time as Developer has given the Village the notice required by this subsection.

- (4) Notwithstanding any provision of this Agreement to the contrary, including, but not limited to, the sale or conveyance of all or any part of the Subject Property by Developer in accordance with subsections B (2) and (3) above, the Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Developer by this Agreement until such obligations have been fully performed or until the Village, in the exercise of its reasonable discretion, has otherwise released the Developer from any and all such obligations.
- (5) Except as otherwise provided in this subsection B, all the terms and conditions of this Agreement shall constitute covenants running with the land.

**C. Court Contest.** In the event the annexation of the Subject Property, the classification of the Subject Property for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period mentioned in subsection T below.

**D. Remedies.** The Village, the Owner and the Developer, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party, or said Party's successors or assigns, which default exists uncorrected for a period of thirty (30) days after written notice to any Party to such default, the Party seeking to enforce said provision shall have the right of specific performance and if said Party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the Parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.

**E. Dedication of Public Lands.** In no event, including (without limitation) the exercise of the authority granted in Section 5/11-12-8 of Division 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, shall the Corporate Authorities require that any part of the Subject Property be designated for public purposes, except as otherwise provided in this Agreement or except as may be consented to in writing by Developer.

**F. Conveyance, Dedication and Donation of Real Estate and Certain Personal Property.** Any conveyance, dedication or donation of real estate required of Developer (hereinafter referred to as “Grantor” in this subsection F) to the Village or other governmental authority under this Agreement (hereinafter referred to as “Grantee” in this subsection F) shall be made in conformance with the following requirements and any other applicable provisions of this Agreement.

1. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.
2. Merchantable Title. Title shall be good and marketable.
3. Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication or appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:
  - (a) Covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purpose for which it is conveyed, dedicated or donated;
  - (b) Terms of this Agreement;
  - (c) General taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year of the amount of the prior year’s taxes is not determined at the time of delivery, conveyance or dedication; and
  - (d) Such other exceptions as are acceptable to the Grantee.
4. Title Insurance. Grantor shall provide to Grantee, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from the Chicago Title Insurance Company or such other title insurance company acceptable to the Grantee. The commitment for title insurance shall be in usual and customary form subject only to:
  - (a) The usual and customary standard exceptions contained therein;
  - (b) Taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year’s taxes is not determinable at the time of delivery of the deed, conveyance or dedication; and

(c) Such other exceptions as are acceptable to the Grantee.

The commitment for title insurance shall be in the amount of the fair market value of the real estate and shall be dated not more than twenty (20) days prior to the time for delivery of the deed, conveyance or dedication. Grantor shall further cause to be issued within thirty (30) days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the company issuing the commitment for title insurance, subject only to the exceptions stated above.

All title insurance charges shall be borne by Developer.

5. Taxes, Liens, Assessments, Etc. General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Grantor hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village and Grantee, if other than the Village, against any loss or expense, including but not limited to attorney's fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.
6. Delivery of Deed, Conveyance or Dedication. To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to Grantor and Grantee, otherwise at a date, time and place set by Grantee not less than thirty (30) days nor more than forty-five (45) days after notice thereof is given by Grantee to Grantor.

**G. Conveyances.** Nothing contained in this Agreement shall be construed to restrict or limit the right of Developer to sell or convey all or any portion of the Subject Property, whether improved or unimproved, except as otherwise specifically set forth herein.

**H. Survival of Representation.** Each of the Parties agrees that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the Parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.

**I. Captions and Paragraph Headings.** The captions and paragraph heading used herein are for convenience only and are not part of this Agreement and shall not be used in construing it.

**J. Reimbursement to Village for Legal and Other Fees and Expenses.**

1. To the Effective Date of Agreement. The Developer concurrently with annexation and zoning of the Subject Property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements, or other documents relating to the Subject Property:
  - (a) The costs incurred by the Village for engineering services;
  - (b) All reasonable attorneys' fees incurred by the Village in connection with this Agreement and the annexation and zoning of the Properties; and
  - (c) Miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.
2. From and After Effective Date of Agreement. Except as provided in this subsection, upon demand by Village made by and through its Director of Community Development, Developer from time to time, shall promptly reimburse Village for all reasonable expenses and cost incurred by Village in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Developer upon its request, by a sworn statement of the Village; and such mutually agreed upon costs and expenses may be further confirmed by the Developer at Developer's option, from additional documents designated from time to time by the Developer relevant to determining such costs and expenses.

Notwithstanding the foregoing, Developer shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

3. In the event that any third party or parties institute any legal proceedings against the Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Developer, on notice from Village shall



assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (a) Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
  - (b) If the Village, in its reasonable discretion, determines there is, or may probably be, a conflict of interest between Village and Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village, from time to time on written demand from the Director of Community Development and notice of the amount due, for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.
4. In the event either the Developer or the Village institutes legal proceedings against the other Party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against such Party all expenses of such legal proceedings incurred by the prevailing Party, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the prevailing Party in connection therewith (and any appeal thereof). Either Party may, in its sole discretion, appeal any such judgment rendered in favor of the other Party against it.

**K. No Waiver or Relinquishment of Right to Enforce Agreement.** Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon the other Parties imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**L. Village Approval or Discretion.** Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

- M. Recording.** A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Developer.
- N. Authorization to Execute.** The person executing this Agreement on behalf of the Developer warrants that they have lawful authority to execute this Agreement on behalf of such entity. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Corporate Authorities of the Village to execute this Agreement. The Owner warrants that each of them has the Authority to execute this Agreement.
- O. Amendment.** This Agreement sets forth all promises, inducements, agreements, conditions and understandings between the Owner, the Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.
- P. Counterparts.** This Agreement may be executed in three (3) or more counterparts, each of which taken together, shall constitute one and the same instrument.
- Q. Conflict between the Text and Exhibits.** In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.
- R. Definition of Village.** When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.
- S. Execution of Agreement.** This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he/she signs this Agreement on the first page hereof, which date shall be the effective date of this Agreement.
- T. Terms of Agreement.** This Agreement shall be in full force and effect for a term of twenty (20) years from and after date of execution of this Agreement.
- U. Venue.** The Parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

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

**VILLAGE OF LOMBARD**

**ATTEST:**

By: \_\_\_\_\_  
Name: Sharon Kuderna  
Its: Village Clerk

By: \_\_\_\_\_  
Name: Keith Giagnorio  
Its: President, Village of Lombard

Dated: \_\_\_\_\_, 2014

Dated: \_\_\_\_\_, 2014

**OWNER**

By: \_\_\_\_\_  
Name: Herman Milas

By: \_\_\_\_\_  
Name: Sheila Milas

Dated: \_\_\_\_\_, 2014

Dated: \_\_\_\_\_, 2014

**DEVELOPER**

By: \_\_\_\_\_  
Name: Bojidar Petrov  
Its: Authorized Member of East  
Development, LLC

Dated: \_\_\_\_\_, 2014

STATE OF ILLINOIS     )  
  )  
COUNTY OF DUPAGE    )        **SS.**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that **KEITH GIAGNORIO**, personally known to me to be the President of the Village of Lombard, and **SHARON KUDERNA**, personally known to me to be the Village Clerk of the Village of Lombard (the "Village"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 in person and severally acknowledged that as such President and Deputy Village Clerk, they signed and delivered the said instrument and caused the corporate seal of the Village to be affixed thereto, pursuant to authority given by the President and Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth.

**GIVEN** under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

{SEAL}

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  )  
COUNTY OF DUPAGE    )     SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that **HERMAN MILAS** and **SHEILA MILAS**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 in person and acknowledged that they signed and delivered the said instrument, as their free and voluntary act for the use and purposes therein set forth.

**GIVEN** under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_

Notary Public

{SEAL}

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS     )  
  )  
  )     SS.  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that **BOJIDAR PETROV**, as an Authorized Member of East Development, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 in person and acknowledged that they signed and delivered the said instrument, as his free and voluntary act for the use and purposes therein set forth.

**GIVEN** under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

{SEAL}

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **SCHEDULE OF EXHIBITS**

- EXHIBIT A:** Legal Description for the Property
- EXHIBIT B:** Plat of Survey
- EXHIBIT C:** Preliminary Plat of Resubdivision – Phase 2A
- EXHIBIT D:** Preliminary Plat of Resubdivision – Phase 2B



**EXHIBIT A**

**LEGAL DESCRIPTION**

**19W231 17TH STREEET**

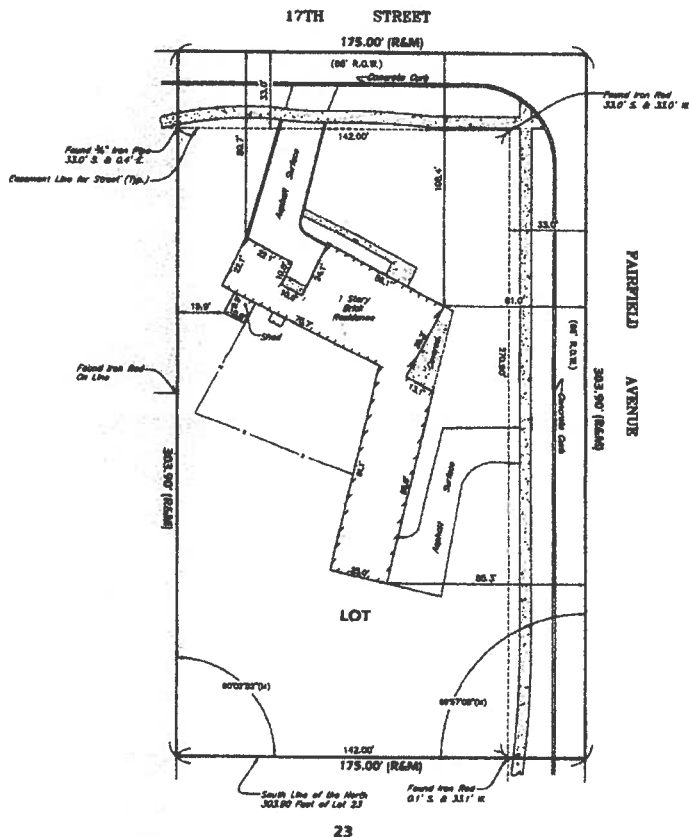
THE NORTH 303.90 FEET, AS MEASURED ALONG THE EAST AND WEST LINES, THEREOF OF LOT 23 IN THE YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER; THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT #452575; ALSO KNOWN AS THE EAST 175 FEET OF THE SOUTH 499 FEET OF THE NORTH 988 FEET OF THE WEST HALF 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.

**EXHIBIT B**  
**PLAT OF SURVEY**

# PLAT OF SURVEY

OF

THE NORTH 305.80 FEET AS MEASURED ALONG THE EAST AND WEST LINES THEREOF OF LOT 23 IN THE TOWN, TOWNSHIP SUPERVISORY ASSESSMENT PLAT NO. 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, THE WEST HALF OF THE SOUTHWEST QUARTER AND THE SOUTH 152.3 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT #433573; ALSO KNOWN AS THE EAST 175 FEET OF THE SOUTH 489 FEET OF THE NORTH 689 FEET OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.



AREA OF SURVEY:  
CONTAINING 63,183.4 SQ. FT.

REFER TO YOUR OGD, ABSTRACT, TITLE POLICY AND LOCAL BUILDING AND ZONING ORDINANCE FOR ITEMS OF RECORD NOT SHOWN.

STATE OF ILLINOIS)  
COUNTY OF DUPAGE)

PROFESSIONAL LAND SURVEYING, INC. HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREIN DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

FIELD WORK COMPLETED AND DATED  
THIS 25TH DAY OF JULY, 2014.

*[Signature]*  
IPLS No. 3483  
MY LICENSE EXPIRES 11/30/14



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MEASUREMENT STANDARDS FOR A BOUNDARY SURVEY.  
PROFESSIONAL DESIGN FIRM NO. 104-004188

### SYMBOL LEGEND

- CONCRETE SURFACE
- FENCE LINE
- RECORD DATA
- MEASURED DATA
- UTILITY POLE
- OVERHEAD WIRES

PREPARED FOR: MILAS  
JOB ADDRESS: 415 EAST 17TH STREET  
LOMBARD, ILLINOIS

**Professional Land Surveying, Inc.**  
3080 Ogden Avenue Suite 107  
Lisle, Illinois 60532  
Phone 630.778.1757 Fax 630.778.7757

DRAWN BY: J.K. FLD. BK./PG. NO.: 118/85  
COMPLETION DATE: 07/31/14 JOB NO.: 149728  
REVISED:

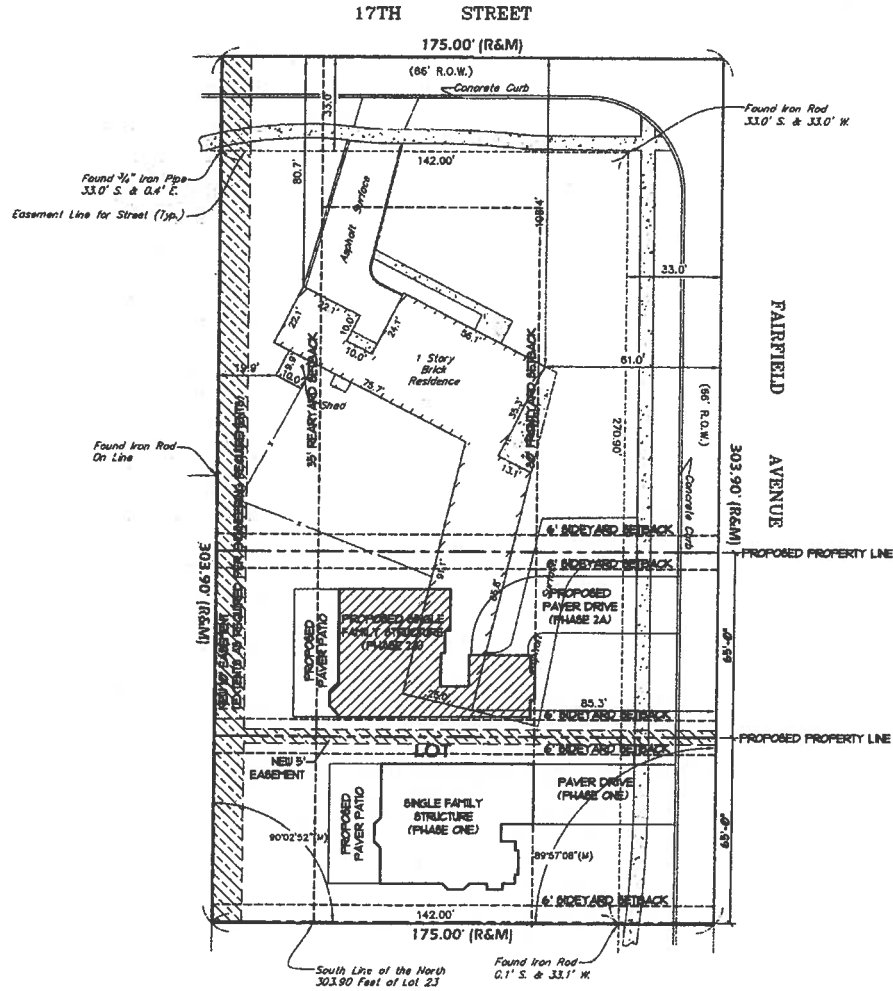
**EXHIBIT C**

**PRELIMINARY PLAT OF RESUBDIVISION – PHASE 2A**

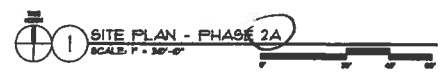
# PLAT OF SURVEY

OF

THE NORTH 303.90 FEET, AS MEASURED ALONG THE EAST AND WEST LINES, THEREOF OF LOT 23 IN THE YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, 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, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT #452575; ALSO KNOWN AS THE EAST 175 FEET OF THE SOUTH 499 FEET OF THE NORTH 888 FEET OF THE WEST HALF 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.



23



AREA OF SURVEY:  
CONTAINING 53,183± SQ. FT.

REFER TO YOUR DEED, ABSTRACT, TITLE POLICY AND LOCAL BUILDING AND ZONING ORDINANCE FOR ITEMS OF RECORD NOT SHOWN.

STATE OF ILLINOIS)  
COUNTY OF DUPAGE)

PROFESSIONAL LAND SURVEYING, INC. HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

FIELD WORK COMPLETED AND DATED THIS 26TH DAY OF JULY, 2014.

*[Signature]*  
IPLS No. 3483  
MY LICENSE EXPIRES 11/30/14



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.  
PROFESSIONAL DESIGN FIRM NO 184-004196

### SYMBOL LEGEND

- CONCRETE SURFACE
- FENCE LINE
- RECORD DATA
- MEASURED DATA
- UTILITY POLE
- OVERHEAD WIRE

PREPARED FOR: MILAS  
JOB ADDRESS: 415 EAST 17TH STREET  
LOMBARD, ILLINOIS

**Professional Land Surveying, Inc.**  
3080 Ogden Avenue Suite 107  
Lisle, Illinois 60532  
Phone 630.778.1757 Fax 630.778.7757

DRAWN BY: J.K. F.L.C. BR./PG. NO.: 118/65  
COMPLETION DATE: 07/31/14 JOB NO.: 149722  
REVISED:

**EXHIBIT D**

**PRELIMINARY PLAT OF RESUBDIVISION – PHASE 2B**





**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE ANNEXING CERTAIN TERRITORY  
TO THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS**

(BOT 14-01: 19W231 17<sup>th</sup> Street)

(See also Ordinance No. (s) \_\_\_\_\_)

WHEREAS, a written petition, signed by the legal owners and electors of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Lombard, DuPage County, Illinois, requesting that said territory be annexed to the Village of Lombard; and,

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the Village of Lombard; and,

WHEREAS, all notices of said annexation, as required by (Chapter 65 ILCS 5/7-1-1), have been given to the appropriate parties in a timely manner as required by Statute (copies of said Notices being attached hereto as Exhibit "A", and made part hereof).

WHEREAS, it is in the best interest of the Village of Lombard that said territory be annexed thereto.

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 territory described in Section 2 below be and the same is hereby annexed to the Village of Lombard, DuPage County, Illinois, pursuant to (Chapter 65 ILCS 5/7-1-8).

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located at 19W231 17<sup>th</sup> Street, Lombard, Illinois and legally described as follows:

THE NORTH 303.90 FEET, AS MEASURED ALONG THE EAST AND WEST LINES, THEREOF OF LOT 23 IN THE YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER; 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, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT #452575; ALSO KNOWN AS THE EAST 175 FEET OF THE SOUTH 499 FEET OF THE NORTH 988 FEET OF THE WEST HALF 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.

Parcel Identification Number(s): 06-20-415-020

SECTION 3: The new boundary of the Village of Lombard shall extend to the far side of any adjacent rights-of-way, and shall include all of every right-of-way within the area annexed hereby.

SECTION 4: The Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk, a certified copy of this Ordinance, and the original Plat of Annexation.

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 \_\_\_\_\_, 2014.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
Re: BOT 14-01 Annexation  
Page 3

Absent: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Keith T. Giagnorio, Village President

ATTEST:

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

Published this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

Ordinance No. \_\_\_\_\_  
Re: BOT 14-01 Annexation  
Page 4

**EXHIBIT A – NOTICES OF ANNEXATION**



## AFFIDAVIT

Now comes Tamara Nowakowski, an employee of the Village of Lombard after being duly sworn and under oath states as follows:

That on October 21, 2014 I deposited into the U.S. Mail in the Village of Lombard the attached "Notice of Annexation" which was sent out via Certified Mail to the person(s) listed on the Notice.

THE VILLAGE OF LOMBARD

By: Tamara Nowakowski

SUBSCRIBED and SWORN  
to before me this 21 day  
of OCTOBER, 2014.

Matthew C Panfil  
NOTARY PUBLIC



**RETURN TO:**  
Village of Lombard  
Dept. of Community Development  
255 E. Wilson Avenue  
Lombard, IL 60148

**NOTICE OF ANNEXATION OF PROPERTY INTO  
THE VILLAGE OF LOMBARD**

TO: YORK TOWNSHIP  
1502 S. Meyers Road  
Lombard, IL 60148

Supervisor: John W. Valle

Clerk: Daniel J. Kordik

Assessor: Deanna Wilkins

Trustees: Paul Hinds  
Barbara Finn  
Anthony Cuzzone  
John Morrissey

Highway Commissioner  
Richard L. Schroeder  
19W 475 Roosevelt Road  
Lombard, IL 60148

**Re: BOT 14-01: 19W 231 17<sup>th</sup> Street, Lombard, IL**

The petitioner requests annexation to the Village of Lombard.

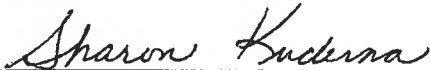
You and each of you are hereby notified that the Village of Lombard, County of DuPage, will consider approval of an Annexation Agreement for the referenced property pursuant to the provisions of Chapter 65 ILCS 5/7-1-1 et. seq. of the Illinois State Statutes at the following time and place:

DATE: Thursday, November 6, 2014

TIME: 7:30 P.M.

LOCATION: Board Room  
Lombard Village Hall  
255 E. Wilson  
Lombard, IL 60148

A legal description and a location map of the property are attached. If there are any questions or comments regarding this annexation, please contact the Village of Lombard, Department of Community Development.



Sharon Kuderna  
Village Clerk

Date: October 21, 2014




**BOT 14-01: LEGAL DESCRIPTION OF 19W231 17<sup>TH</sup> STREET**

THE NORTH 303.90 FEET, AS MEASURED ALONG THE EAST AND WEST LINES, THEREOF OF LOT 23 IN THE YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER; 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, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT #452575; ALSO KNOWN AS THE EAST 175 FEET OF THE SOUTH 499 FEET OF THE NORTH 988 FEET OF THE WEST HALF 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.

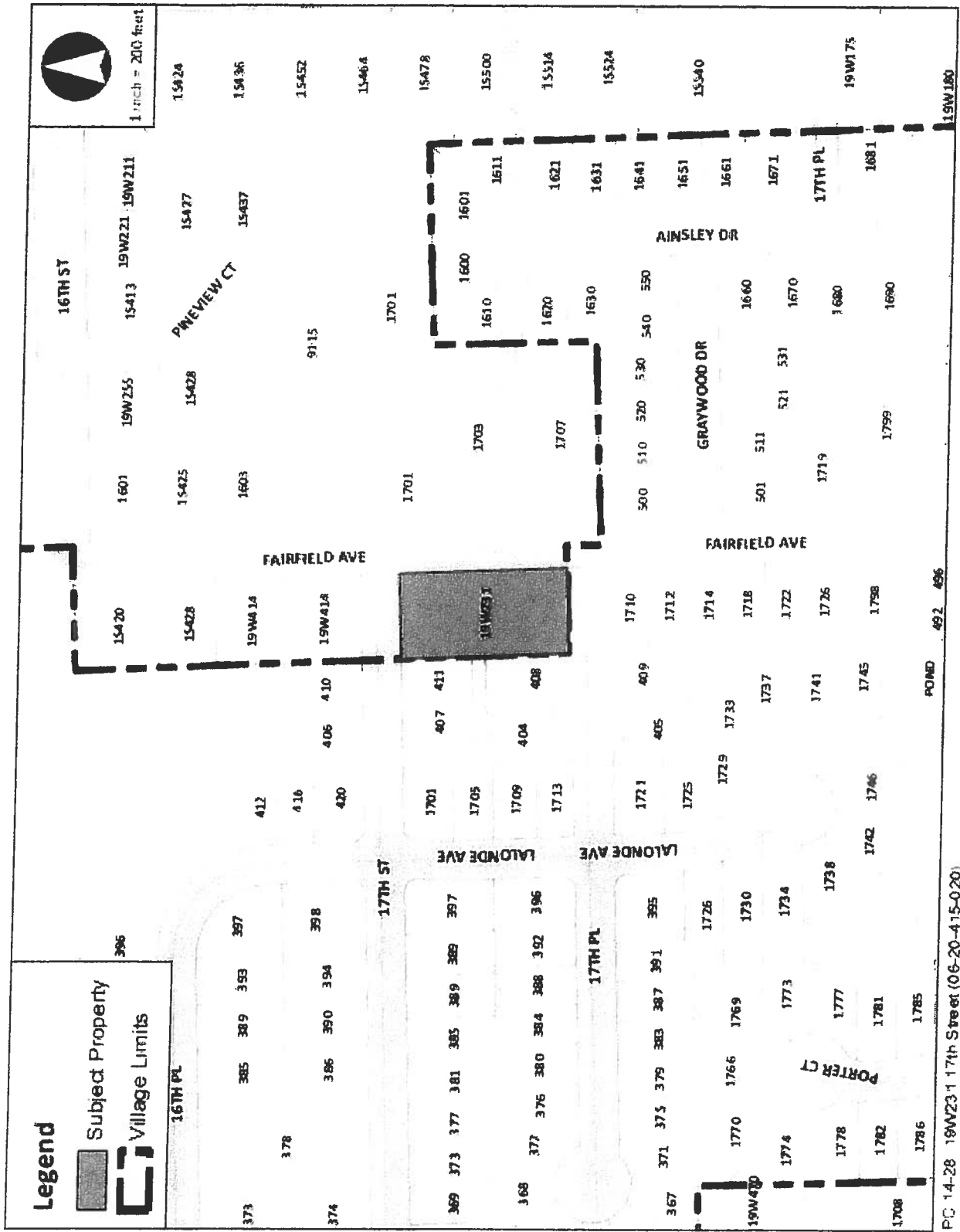
Parcel Number(s): 06-20-415-020

**Legend**

-  Subject Property
-  Village Limits



1 inch = 200 feet



PC 14-28 19W231 17th Street (06-20-415-020)



## AFFIDAVIT

Now comes Tamara Nowakowski, an employee of the Village of Lombard after being duly sworn and under oath states as follows:

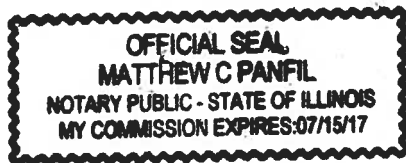
That on October 21, 2014 I deposited into the U.S. Mail in the Village of Lombard the attached "Notice of Annexation" which was sent out via Certified Mail to the person(s) listed on the Notice.

THE VILLAGE OF LOMBARD

By: Tamara Nowakowski

SUBSCRIBED and SWORN  
to before me this 21 day  
of OCTOBER, 2014.

Matthew C Panfil  
NOTARY PUBLIC



**RETURN TO:**  
**Village of Lombard**  
**Dept. of Community Development**  
**255 E. Wilson Avenue**  
**Lombard, IL 60148**

**NOTICE OF ANNEXATION OF PROPERTY INTO  
THE VILLAGE OF LOMBARD**

TO: YORK CENTER FIRE PROTECTION DISTRICT

William Cizek, Trustee  
1S244 Holyoke Lane  
Villa Park, IL 60181

Tom Otake, Trustee  
1S281 Pine Lane  
Lombard, IL 60148

Frank Vosicky, Trustee  
1701 S. School Street  
Lombard, IL 60148

Shawn Flaherty  
Ottofen, Trevarthen, Britz, Kelly, Cooper Ltd.  
1804 N. Naper Blvd., Suite 350  
Naperville, IL 60563

**Re: BOT 14-01: 19W 231 17<sup>th</sup> Street, Lombard, IL**

The petitioner requests annexation to the Village of Lombard.

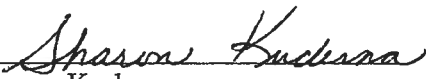
You and each of you are hereby notified that the Village of Lombard, County of DuPage, will consider approval of an Annexation Agreement for the referenced property pursuant to the provisions of Chapter 65 ILCS 5/7-1-1 et. seq. of the Illinois State Statutes at the following time and place:

DATE: Thursday, November 6, 2014

TIME: 7:30 P.M.

LOCATION: Board Room  
Lombard Village Hall  
255 E. Wilson  
Lombard, IL 60148

A legal description and a location map of the property are attached. If there are any questions or comments regarding this annexation, please contact the Village of Lombard, Department of Community Development.

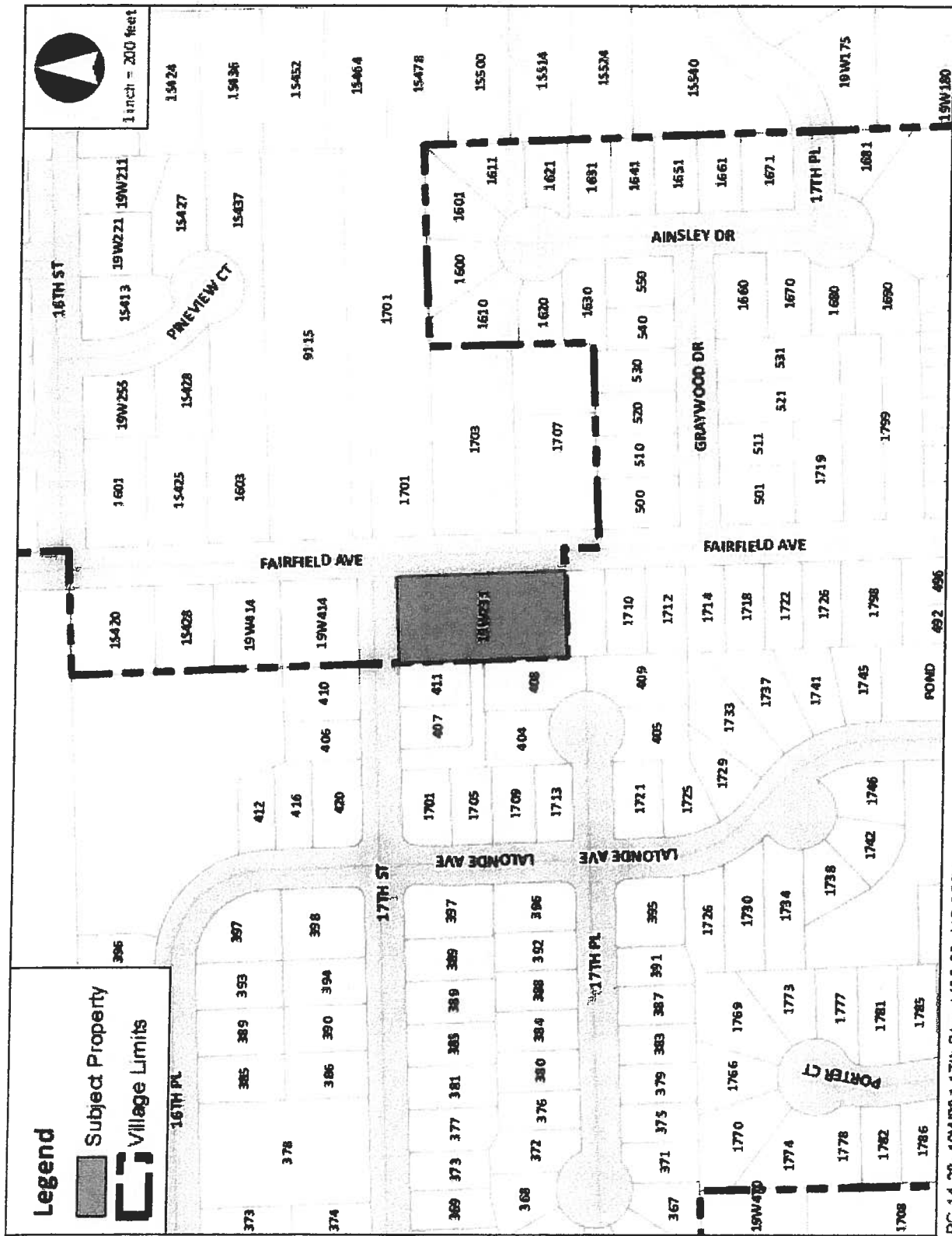
  
Sharon Kuderna  
Village Clerk

Date: October 21, 2014

**BOT 14-01: LEGAL DESCRIPTION OF 19W231 17<sup>TH</sup> STREET**

THE NORTH 303.90 FEET, AS MEASURED ALONG THE EAST AND WEST LINES, THEREOF OF LOT 23 IN THE YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER; 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, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT #452575; ALSO KNOWN AS THE EAST 175 FEET OF THE SOUTH 499 FEET OF THE NORTH 988 FEET OF THE WEST HALF 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.

Parcel Number(s): 06-20-415-020



PC 14-28 19W231 17th Street (06-20-415-020)

Ordinance No. \_\_\_\_\_  
Re: BOT 14-01 Annexation  
Page 5

**EXHIBIT B – PLAT OF ANNEXATION**

AREA SUMMARY  
70,075 S.F. 1.608 AC.  
(MORE OR LESS)

# PLAT OF ANNEXATION TO THE VILLAGE OF LOMBARD



SCALE: 1"=30'  
Bearings Assumed

### SYMBOL & ABBREVIATIONS LEGEND

- (R) - RECORD DATA
- (M) - MEASURED DATA
- N - NORTH
- S - SOUTH
- E - EAST
- W - WEST
- - - - - ANNEXATION BOUNDARY LINE
- - - - - ADJACENT LOT LINE
- - - - - UNDERLYING LOT LINE
- /////// EXISTING CORPORATE LIMITS

**VILLAGE OF LOMBARD DIRECTOR OF COMMUNITY DEVELOPMENT**  
 STATE OF ILLINOIS )  
 COUNTY OF DU PAGE ) SS  
 APPROVED BY THE VILLAGE OF LOMBARD DIRECTOR OF COMMUNITY DEVELOPMENT  
 THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_  
 \_\_\_\_\_  
 DIRECTOR OF COMMUNITY DEVELOPMENT

**VILLAGE COUNCIL CERTIFICATE**  
 STATE OF ILLINOIS )  
 COUNTY OF DU PAGE ) SS  
 THE ANNEXED PROPERTY SHOWN ON THE ABOVE PLAT OF ANNEXATION IS IDENTIFIED AS THAT INCORPORATED AND MADE A PART OF THE VILLAGE OF LOMBARD BY ORDINANCE NO. \_\_\_\_\_ ADOPTED BY THE COUNCIL OF SAID VILLAGE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_.  
 BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
 VILLAGE PRESIDENT CLERK

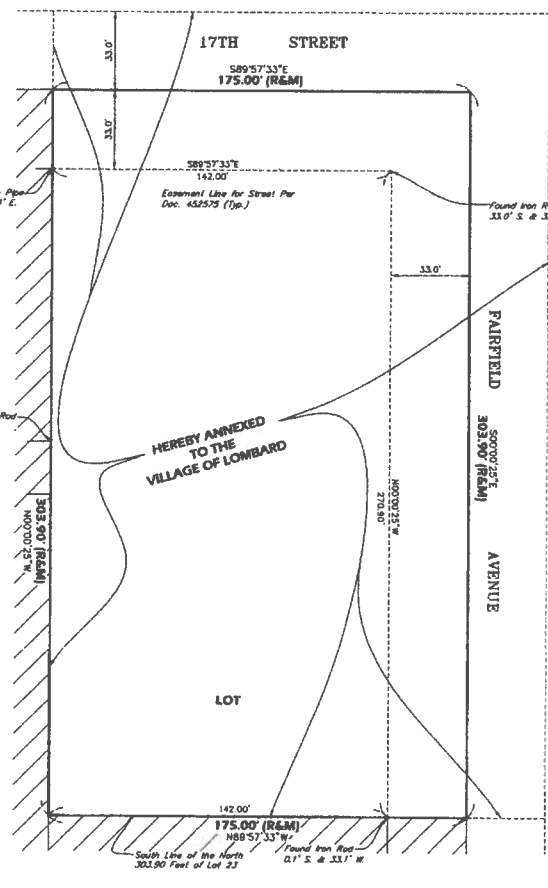
**DUPAGE COUNTY RECORDER'S CERTIFICATE**  
 STATE OF ILLINOIS )  
 COUNTY OF DU PAGE ) SS  
 THIS INSTRUMENT NO. \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ A.M. AND RECORDED IN BOOK \_\_\_\_\_ OF PLATS ON PAGE \_\_\_\_  
 BY: \_\_\_\_\_  
 RECORDER OF DEEDS  
 DUPAGE COUNTY

**PARCEL DESCRIPTION**  
 THE NORTH 303.80 FEET, AS MEASURED ALONG THE EAST AND WEST LINES, THEREOF OF LOT 23 IN THE YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER, 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, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT #452575; ALSO KNOWN AS THE EAST 175 FEET OF THE SOUTH 499 FEET OF THE NORTH 988 FEET OF THE WEST HALF 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.

**SURVEYOR'S CERTIFICATE**  
 STATE OF ILLINOIS )  
 COUNTY OF DU PAGE ) SS  
 PROFESSIONAL LAND SURVEYING, INC. HEREBY CERTIFIES THAT THE PLAT SHOWN HEREON DRAWN WAS COMPLETED FROM EXISTING SURVEYS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE INDICATED HEREON.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

ILLINOIS PROFESSIONAL LAND SURVEYOR #5483  
 LICENSE EXPIRATION/RENEWAL DATE: NOVEMBER 30, 2014  
 PROFESSIONAL DESIGN FIRM NO. 184--004198



**OWNERS CERTIFICATE**  
 STATE OF ILLINOIS )  
 COUNTY OF DU PAGE ) SS  
 THE UNDERSIGNED \_\_\_\_\_  
 AND \_\_\_\_\_  
 DO HEREBY CERTIFY THAT HE/SHE/THEY ARE THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON AND HAVE CAUSED THE SAME TO BE PREPARED FROM EXISTING PLATS AND RECORDS FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF LOMBARD AS SHOWN BY THE PLAT HEREOF DRAWN.  
 DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_  
 BY: \_\_\_\_\_

**OWNERS NOTARY CERTIFICATE**  
 STATE OF ILLINOIS )  
 COUNTY OF DU PAGE ) SS

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY ARE THE OWNER(S) OF THE PROPERTY DESCRIBED HEREON AND THAT HE/SHE/THEY SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.  
 DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_

NOTARY PUBLIC

PREPARED FOR: MELAS  
 JOB ADDRESS: 415 E. 17TH STREET  
 LOMBARD, IL

**Professional Land Surveying, Inc.**  
 3080 Ogden Avenue Suite 107  
 Lisle, Illinois 60532  
 Phone 630.778.1757 Fax 630.778.7757

DRAWN BY: KJA FLD. BK./PG. NO.: FILE  
 COMPLETION DATE: 06-05-2014 JOB NO.: 149728  
 REVISED:



**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE APPROVING A MAP AMENDMENT (REZONING)  
TO THE LOMBARD ZONING ORDINANCE  
TITLE 15, CHAPTER 155 OF THE CODE OF LOMBARD, ILLINOIS**

(PC 14-28: 19W231 17<sup>th</sup> Street – Milas Subdivision)

(See also Ordinance No. (s)\_\_\_\_\_)

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, an application has heretofore been filed requesting a map amendment for the purpose of rezoning the property described in Section 2 hereto from R0 Single-Family Residence District to R2 Single-Family Residence District; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on September 15, 2014, 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 rezoning 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 Title 15, Chapter 155 of the Code of Lombard, Illinois, otherwise known as the Lombard Zoning Ordinance, be and is hereby amended so as to rezone the property described in Section 2 hereof to R2 Single-Family Residence District.

SECTION 2: This ordinance is limited and restricted to the property generally located at 19W231 17<sup>th</sup> Street, Lombard, Illinois, and legally described as follows:

THE NORTH 303.90 FEET, AS MEASURED ALONG THE EAST AND WEST LINES, THEREOF OF LOT 23 IN THE YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1, (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF

Ordinance No. \_\_\_\_\_  
Re: PC 14-28  
Page 2

OF THE SOUTHWEST QUARTER; 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, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT #452575; ALSO KNOWN AS THE EAST 175 FEET OF THE SOUTH 499 FEET OF THE NORTH 988 FEET OF THE WEST HALF 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.

Parcel No. 06-20-415-020

SECTION 3: That the official zoning map of the Village of Lombard be changed in conformance with the provisions of this ordinance.

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 \_\_\_\_\_, 2014.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2014, pursuant to a roll call vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Keith T. Giagnorio, Village President

Ordinance No. \_\_\_\_\_

Re: PC 14-28

Page 3

ATTEST:

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

Published in pamphlet from this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Sharon Kuderna, Village Clerk