



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

JUL.25,2012

OTHER

06-20-106-050

054 PAGES

R2012-096677

ORDINANCE 6684

AUTHORIZING A FIRST AMENDMENT TO ORDINANCE 6208, ADOPTED JUNE 19, 2008, AUTHORIZING AN ANNEXATION AGREEMENT FOR THE

PROPERTY LO CAPTED AT 19W471 E. POSSAVOLT RD.

Now KNOWN As:

Address: 321-395 E. Roosevelt Road, Lombard IL 60148

PINs: 06-20-106-050 and 06-20-106-051

RETURN TO: Village of Lombard 255 E. Wilson Avenue Lombard IL 60148 I, Barbara Johnson, hereby certify that I am the duly qualified Deputy Village Clerk of the Village of Lombard, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Deputy Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a copy of ORDINANCE 6684

AUTHORIZING A FIRST AMENDMENT TO ORDINANCE 6208, ADOPTED JUNE 19, 2008, AUTHORIZING AN ANNEXATION AGREEMENT

PINS: 06-20-106-050 and 06-20-106-051

ADDRESS: 321-395 E. Roosevelt Road, IL 60148

of the said Village as it appears from the official records of said Village duly approved this 16th day of February, 2012.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said Village of Lombard, Du Page County, Illinois this 16th day of July, 2012.

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

ORDINANCE NO. 6684

AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO ORDINANCE 6208, ADOPTED JUNE 19, 2008, AUTHORIZING AN ANNEXATION AGREEMENT

(PC 11-25: 321-395 E. Roosevelt Road)

(See also Ordinance No.(6685)

WHEREAS, Goodwill Industries of Southeastern WI, Inc, (hereinafter referred to as the "Developer"); has petitioned the Village for an amendment to Ordinance Number 6208, adopted June 19, 2008 (hereinafter "the First Amendment") 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 Developer requests an amendment to Ordinance Number 6208 so as to provide for for the construction of a 25,500 square foot Goodwill Store, with drive-through and Talent Bridge/Workforce Connection Center and an outlot; and

WHEREAS, a public hearing was held by the Village's Plan Commission on January 23, 2012, pursuant to appropriate and legal notice, for the purpose of considering the petition of the Developer for the amended plan and the Plan Commission has submitted to the Corporate Authorities of the Village its findings and recommendations with respect to said petition; and

WHEREAS, the First Amendment 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 6208, adopted June 19, 2008, is hereby amended to include the First Amendment attached hereto and marked Exhibit "A", by and between the Developer and the Village of Lombard.

<u>SECTION 2:</u> That the Village President and Village Clerk be and hereby are authorized to sign and attest to said First Amendment.

'Ordinance No. 6684 Re: PC 11-25 (Agreement Amendment) Page 2

SECTION 3: This Ordinance is limited and restricted to the property generally located at 321-395 E. Roosevelt Road, Lombard, Illinois; legally described as follows:

Parcel 1

Highland Lanes Subdivision (except the South 150 feet thereof and except the West 134.5 feet) in the Northwest Quarter of Section 20, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1958 as Document 877665, DuPage County Illinois.

Parcel 2

The West 134.5 feet of Highland Lanes Subdivision (except the South 150 feet thereof) in the Northwest Quarter of Section 20, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded April 25, 1958 as Document 877665 in DuPage County, Illinois.

Parcel Number: 06-20-106-050 and 051

SECTION 4: That all other portions of Ordinance Number 6208, adopted June 19, 2008, 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 2 nd day of February, 2012.	
First reading waived by action of the Board of Trustees this day of, 2012.	
Passed on second reading this 16 th day of February, 2012, pursuant to a roll call vote as follows:	
Ayes: President Mueller, Trustees Gron, Giagnorio, Wilson, Breen &	Fitzpatri
Nayes: None	
Absent:Trustee Ware	
Approved by me this 16 th day of February, 2012.	

William Mueller, Village President

ATTEST:

Ordinance No. 6684

Re: PC 11-25 (Agreement Amendment)

Page 3

Published by me in pamphlet from this 17th day of February, 2012.

Space above reserved for Recorder's use

FIRST AMENDMENT TO ANNEXATION AND PLANNED DEVELOPMENT AGREEMENT DATED JUNE 19, 2008 FOR CENTRUM LOMBARD, L.L.C., LOMBARD, IL

Parcel No.: 06-20-106-050 and 051

Common Address: 321-395 E. Roosevelt Road

AFTER RECORDING RETURN TO:

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



FIRST AMENDMMENT TO ANNEXATION AND PLANNED DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO ANNEXATION AND PLANNED DEVELOPMENT AGREEMENT (hereinafter referred to as the "Amendment") is made and entered into this 16 day of February, 2012, by, between, and among the Village of Lombard, a municipal corporation (hereinafter referred to as the "Village"); Goodwill Industries of Southeastern WI, Inc, (hereinafter referred to as the "Developer"); Land Holding, LLC (hereinafter referred to as the "PNC Property Owner"); and the William C. Chrisos Revocable Living Trust (hereinafter referred to as the "Chrisos Property Owner). (The Village, the Developer, the PNC Property Owner, and the Chrisos Property Owner being sometimes referred to herein individually as a "Party" and collectively as the "Parties".) (The PNC Property owner and the Chrisos Property Owner shall be defined collectively as the "Owner", as said term is used in the Agreement, as defined below.)

WITNESSETH:

WHEREAS, the William C. Chrisos Revocable Living Trust is the record owner of the property legally described in EXHIBIT A, attached hereto and made a part hereof (hereinafter referred to as the "Chrisos Property"); and

WHEREAS, Land Holding LLC is the record owner of the property legally described in EXHIBIT B, attached hereto and made a part hereof (hereinafter referred to as the "PNC Property" and is the successor in interest to Centrum Lombard, L.L.C., the "Developer" under the Agreement as defined below); and

WHEREAS, Developer is the contract purchaser of the Chrisos Property and PNC Property (hereinafter collectively referred to as the "Subject Property"); and

WHEREAS, the Village entered into an Annexation Agreement, dated June 19, 2008, that governs the annexation, zoning and development of the Subject Property and that was recorded against the Property with the DuPage County Recorder on September 17, 2008 as Document Number R2008-141122 (hereinafter referred to as the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Chrisos Property has been annexed to the Village and has been rezoned to the B-4A Roosevelt Road Corridor Zoning District with certain conditional uses, both applicable to the Chrisos Property and the PNC Property, as more fully set forth in the Agreement; (hereinafter referred to as the "Previously Approved Plans"); and

WHEREAS, the Developer desires to amend the Previously Approved Plans for the Subject Property for purposes not allowed by the Agreement, and also desires to develop the Subject Property in accordance with a revised site plan, landscape plan and engineering plans that are inconsistent with the provisions of the Agreement; and

WHEREAS, the Developer has filed an application with the Village requesting (i) approval of a planned development amendment for the Subject Property, including certain conditional uses, variations and deviations from Village ordinances, and (ii) approval of a final plat of subdivision for the Subject Property; and

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

WHEREAS, a public hearing was held on 34 years 33, 2012, for the purpose of considering whether a planned development amendment with companion conditional uses, variations and deviations should be recommended for the Subject Property, and whether a final plat of subdivision should be recommended for the Subject Property; and

WHEREAS, the Plan Commission has submitted to the Village President and Board of Trustees of the Village (hereinafter referred to as the "Corporate Authorities") their findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing on this Amendment was held by the Corporate Authorities on February 2, 2012; and

WHEREAS, the Parties wish to amend the Annexation Agreement to accommodate the proposed planned development amendment for 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 Amendment; and

WHEREAS, all public hearings, notices, and other actions required to be held or taken prior to the adoption and execution of this Amendment, in order to make the same effective, have been held or taken, including all hearings, notices, and actions required in connection with the provisions of the Illinois Municipal Code, the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code – hereinafter referred to as the "Zoning Ordinance"), and the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code – hereinafter referred to as the "Subdivision Ordinance"), such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Amendment; and

WHEREAS, the Parties deem it to their mutual advantage and in the public interest that the Subject Property developed as a part of, the Village as hereinafter provided; and

WHEREAS, the development and use 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 have examined the proposed uses by Developer and have determined that said uses and the development of the Subject Property in accordance with this Amendment comply with the Comprehensive Plan of the Village; and

WHEREAS, the Plan Commission has recommended that certain conditional uses, deviations and variations be granted for the Subject Property from the Subdivision Ordinance and/or the Zoning Ordinance in accordance with the terms of this Amendment; and

WHEREAS, Corporate Authorities and the Developer desire to amend the Agreement as hereinafter set forth;

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

- 1. <u>Incorporation of Recitals</u>: The Parties agree that the foregoing recitals are incorporated in this Amendment as if fully recited herein.
- 2. <u>Development of Subject Property</u>: The Parties agree that the Subject Property shall be developed and used in accordance with the terms of this Amendment and the exhibits attached hereto. All references in the Agreement to the term "Subject Property" shall mean and refer to the Subject Property as defined in this Amendment.
 - 3. Annexation: Section 3 of the Agreement shall remain in full force and effect.
 - 4. Zoning: Section 4 of the Agreement shall remain in full force and effect.
- 5. <u>Planned Development Approval</u>: Section 5 of the Agreement is hereby amended to read in its entirety as follows:

"5. Planned Development Approval:

- A. <u>Preliminary Plans</u>. the Village shall approve a conditional use for a planned development amendment for the Subject Property, including approval of a conditional use for a secondhand store and rummage shop in excess of 5,000 square feet, conditional use for an ancillary drive-through facility attached to and a part of the secondhand store and rummage shop principal use, associated variations and deviations as provided in EXHIBIT J, attached hereto and made part hereof, of this amendment, in accordance with the provisions of the Zoning Ordinance and in conformance with the following plans, documents, exceptions and conditions, all of which shall collectively be referred to as the "Approved Preliminary Plans" for the Subject Property:
 - i. Preliminary site plan and made a part hereof as EXHIBIT C (hereinafter referred to as the "Preliminary Site Plan");
 - ii. Plat of subdivision and made a part hereof as EXHIBIT D (hereinafter referred to as the "Preliminary Plat");

- iii. Preliminary landscape plan and made a part hereof as EXHIBIT E (hereinafter referred to as the "Preliminary Landscape Plan");
- iv. Preliminary building elevations and made a part hereof as EXHIBIT F (hereinafter collectively referred to as the "Preliminary Building Elevations");
- v. Preliminary engineering plans and made a part hereof as EXHIBIT G (hereinafter referred to as the "Preliminary Engineering Plans"); and
- vi. Preliminary signage plan and made a part hereof as EXHIBIT H (hereinafter referred to as the "Preliminary Signage Plan").
- B. <u>Final Plans</u>. In the event one or more final plans for the development of any portion of the Subject Property substantially conform to the Approved Preliminary Plans as approved herein, the Village shall approve such final plan(s). Village approval of such final plans shall be subject to the following conditions:
 - i. Final site plans and final plats of subdivision shall be deemed to substantially conform to the Preliminary Site Plan and Preliminary Plat respectively, notwithstanding changes in the area or dimensions of one or more lots or the relocation of the access points to/from Roosevelt Road provided that (a) the area or dimensions of each lot on the final site plan and final plat of subdivision shall not increase or decrease by more than twenty percent (20%); (b) any relocation of an access point is approved by the Illinois Department of Transportation; and (c) any additional variations or deviations from the Zoning Ordinance not otherwise granted pursuant to EXHIBIT J are approved by the Village;
 - ii. Final landscape plans shall be deemed to substantially conform to the Preliminary Landscape Plan notwithstanding the relocation of any trees, ornamental trees, shrubs, ground cover and perennials (hereinafter referred to as the "Landscape Features") provided that (a) the overall quantity of Landscape Features shall not decrease by more than ten percent (10%); (b) Landscape Features of a like size and quality are used; and (c) any additional variations or deviations from the Zoning Ordinance not otherwise granted pursuant to EXHIBIT J are approved by the Village;
 - iii. Final building elevations shall be deemed to substantially conform to the Preliminary Building Elevations notwithstanding changes in building design, height and materials provided that (a) the building design is consistent with the architectural style of the buildings shown on the

Preliminary Building Elevations, (b) the height of any building shall not increase or decrease by more than twenty percent (20%), (c) building materials of a like amount, kind and quality are used; and (c) any additional variations or deviations from the Zoning Ordinance not otherwise granted pursuant to EXHIBIT J are approved by the Village; and

- iv. Final signage plans shall be deemed to substantially conform to the Preliminary Signage Plan notwithstanding changes in the height, width, or length of, or the sign surface area on each side of, any monument or pylon sign provided that (a) the height, width or length of, or the sign surface area on each side of, any monument or pylon sign shall not increase or decrease by more than ten percent (10%) and (b) any additional variations or deviations from the Zoning Ordinance not otherwise granted pursuant to Exhibit J of this Amendment are approved by the Village.
- C. <u>Nonconforming Modifications</u>. In the event final plan(s) for the development of any portion of the Subject Property incorporate modifications to the Approved Preliminary Plans which do not substantially conform to the Approved Preliminary Plans as provided in Section 5.B. above (hereto referred to as "Nonconforming Modifications"), such Nonconforming Modifications shall be reviewed by the Village Plan Commission and, if approved by the Plan Commission, such approval shall be final and no further review by the Corporate Authorities shall be required, except as set forth in subsection D below.

In the event the Plan Commission disapproves of all or any of such requested Nonconforming Modifications, the Developer may elect to submit such Nonconforming Modifications to the Corporate Authorities for further review and vote, in which event the Plan Commission decision shall constitute its recommendation to the Corporate Authorities and the Corporate Authorities shall have final authority in approving or denying such requested Nonconforming Modifications subject to Subsection D below.

- D. <u>Public Hearings</u>. In the event approval of a final plan in Section 5.B, or approval of a Nonconforming Modification in Section 5.C, requires a deviation or variation from an ordinance of the Village that has not otherwise been previously subject to a public hearing and granted, such deviation or variation shall require a public hearing before the Plan Commission and shall be subject to the review by and sole and exclusive discretionary approval of the Corporate Authorities. The Parties acknowledge and agree that such sole and exclusive discretionary approval shall not require further amendment to the Agreement, as a condition of Village approval.
- E. <u>Development of the Subject Property</u>. The Village represents that it shall take all action(s) as may be required and necessary to enact such amendments to, and grant such modifications and departures from, its Zoning Ordinance, the Village's Sign Ordinance (Chapter 153 of the Village Code hereinafter referred to as the "Sign Ordinance") and Subdivision

Ordinance and all other ordinances, codes and regulations, as may be necessary to zone, classify and allow for the development of the Subject Property in the manner described herein; and to enable the Village to fully carry out and perform the terms, covenants, agreements and duties and obligations on its part to be kept and performed as created and imposed by the terms and provisions hereof. The conditional use for a planned development approved by the Corporate Authorities may only lapse or expire pursuant to the following:

- i. In any case where construction of the Goodwill building on Lot 1 is not (a) substantially underway within one (1) year following the date of approval of the first final plan for the Subject Property or (b) completed within forty-eight (48) months following the date of approval of the last final plan for the Subject Property;
- ii. If the approved conditional use for a planned development for any portion of the Subject Property for which a final plan has been approved is not constructed in substantial conformance with such final plan and any conditions established therefore; or
- iii. If construction on a portion of the Subject Property for which a final engineering plan has been approved falls two (2) years behind the schedule approved with such final engineering plan.

In the event that one of the deficiencies identified in i, ii or iii occurs, the Village's Director of Community Development shall notify the Developer in writing by registered or certified mail of the reason for such deficiency and the Developer shall have thirty (30) days following receipt of such notice to correct such deficiency, or such additional time if the Developer is diligently pursuing the correction of such deficiency and such deficiency cannot be corrected within said thirty (30) day period. If the Developer fails to correct such deficiency, the Corporate Authorities shall then authorize the Plan Commission to schedule a public hearing to consider revoking the conditional use permit. After conducting the public hearing, the Plan Commission shall then prepare a written report and recommendation to submit to the Corporate Authorities. Upon receipt of the Plan Commission's report, the Corporate Authorities shall then render a final judgment regarding revoking the conditional use permit and accompanying ordinance. Extensions in the construction schedule may be granted by the Corporate Authorities.

- F. Additional Development Requirements. Additionally, notwithstanding any provision hereof to the contrary, the following shall be requirements of the development of the Subject Property:
 - i. The Developer shall be responsible for all costs associated with any improvements required by the Illinois Department of Transportation in conjunction with the development of the Subject Property.

- ii. Any trash enclosure screening required by Section 155.710 of the Zoning Ordinance shall be constructed of a material that is consistent with the material that is used for the principal building served by said enclosure;
- iii. Only channel lettering shall be used for wall signs on Lot 1, except any signage associated with business logos or donation center as shown on EXHIBIT H;
- iv. Signage for Lot 2 shall consist of channel lettering, unless otherwise approved by the Plan Commission as part of a future Site Plan Approval
- v. Awnings, if any, shall not contain any text; "
- 6. Signage: Section 6 of the Agreement shall remain in full force and effect
- 7. Water Utilities: Section 7 of the Agreement shall remain in full force and effect.
- 8. <u>Sanitary Sewer Facilities</u>: Section 8 of the Agreement shall remain in full force and effect.
- 9. <u>Storm Drainage Facilities:</u> Section 9 of the Agreement shall remain in full force and effect.
 - 10. <u>Easements</u>: Section 10 of the Agreement shall remain in full force and effect.
- 11. <u>Billboard Removal</u>: Section 11 of the Agreement shall remain in full force and effect.
 - 12. <u>Contributions</u>: Section 12 of the Agreement shall remain in full force and effect.
 - 13. <u>Fees</u>: Section 13 of the Agreement shall remain in full force and effect.
- 14. <u>Variations and Deviations from Local Codes</u>: Section 14 of the Agreement is hereby amended to read in its entirety as follows:
- "14. Variations and Deviations from Local Codes: The specific variations and deviations from the Village's ordinances, rules, and codes as set forth in this Section have been requested, approved and shall be permitted with respect to the development, construction, and use of the Subject Property (hereinafter referred to as the "Permitted Variations and Deviations") upon approval by the Village. In the event there are any variations or deviations that are presently indicated on the Approved Preliminary Plans, but not explicitly stated in this Section, that shall in no way invalidate or nullify the conditional use for a planned development or the Approved Preliminary Plans. Rather, those variations or deviations that are not so indicated shall nevertheless be considered lawful and approved variations or deviations, as if fully set forth in this Section, without need for further action on the part of the Village unless such variations or deviations were not previously noticed for a public hearing in which case the Village shall be

required to hold such hearing prior to granting approval of such variations or deviations. The Permitted Variations and Deviations are as fully set forth on EXHIBIT J, attached hereto and made part hereof."

- 15. <u>Dedication of Public Improvements</u>: Section 15 of the Agreement shall remain in full force and effect.
 - 16. Fire District: Section 16 of the Agreement shall remain in full force and effect.
- 17. <u>Final Engineering Approval</u>: Section 17 of the Agreement shall remain in full force and effect.
- 18. <u>Special Assessment or Special Service Areas</u>: Section 18 of the Agreement is hereby amended to read in its entirety as follows:

"18. Special Assessment:

- A. With regard to the Subject Property, the Owner and the Developer agree that they shall retain the right to object, as permitted by law, to the imposition of a special assessment incorporating the Subject Property with respect to the construction of any public improvements affecting the Subject Property, other than decorative lighting fixtures for which Owner and Developer agree not to object, and which may become necessary at a future date. The assessment formula for any such future special assessment(s) shall be determined as required by law, taking into account the relative benefit to the Subject Property as a result of the public improvements constructed."
 - 19. Section 19 of the Agreement is hereby amended to read in its entirety as follows:
- "19. Additional Development Provisions for Lot 2: Notwithstanding any provision of this Agreement to the contrary, the Village and Developer agree as follows:
 - A. <u>Use</u>: Lot 2, as depicted on the Preliminary Plat, shall be developed with a fast food restaurant, sit down restaurant or retail use permitted under Section 155.417 (G) (1) (a) of the B-4A Roosevelt Road Corridor District. The Village agrees that the footprint of the building on Lot 2, as shown on the Preliminary Site Plan, may be modified to conform to the design of the particular use developed on Lot 2, provided that said footprint shall otherwise conform to the provisions of this Agreement.
 - B. <u>Site Plan Approval:</u> The Village agrees to permit development on Lot 2, as depicted on the Preliminary Site Plan, pursuant to the site plan approval process described in Section 155. 511 of the Zoning Ordinance, provided that the proposed development conforms to all applicable code and ordinances of the Village, except as amended and identified as Permitted Variations and Deviations.

Any drive-through associated with the development and use on Lot 2 shall require a public hearing and conditional use approval by the Village, as established by Section 155.417 (G) (2) of the Zoning Ordinance. The Parties acknowledge and agree that the conditional use approval for a drive-through shall not require an amendment to this Agreement and to the extent such requests are subject to the Village's discretionary approval, such approval shall be within the Village's sole and absolute discretion to grant or deny. In the event that site plan approval for Lot 2 is not granted by the time construction of the remaining portion of the Subject Property is substantially underway, said Lot 2 shall be graded to a level surface, seeded or paved and maintained in a clean and attractive condition until such time as Lot 2 is further developed.

- C. <u>Property Taxes:</u> At no time during the term of this agreement shall the Owner or Developer apply for a real estate tax exemption relative to the property identified as Lot 2 on the Preliminary Site Plan and Preliminary Plat."
- 20. Section 20 of the Agreement is hereby deleted in its entirety.
- 21. Section 21 of the Agreement is hereby amended to read in its entirety as follows:
- **"21.** Additional Development Provisions for Lot 1: Notwithstanding any provision of this Amendment to the contrary, the Village and Developer agree as follows:
 - A. <u>Site Plan Approval</u>: The Village agrees to permit development on Lot 1, as depicted on the Preliminary Plat, with a 25,500 square foot Goodwill Store and Talent Bridge with a companion drive-through facility as depicted on the Preliminary Site Plan. The Village and the Developer agree that the Village shall not be required to issue a building permit (other than sitework, utility and foundation permits which shall be issued upon Developer's application for such permits and satisfaction of Village requirements for the issuance of such permits) for the construction of the principal building on Lot 1 until the Developer has:
 - i. Commenced construction of all required Drainage Facilities and Detention Areas for the Subject Property.
 - B. <u>Certificate of Occupancy/Zoning Certificate</u>: The Village and the Developer agree that the Village shall not be obligated to issue a conditional or final Certificate of Occupancy/Zoning Certificate for the occupancy of the principal building on Lot 1, unless:
 - i. All drive aisles, parking areas and parking lot lighting improvements as depicted on EXHIBIT L, attached hereto and made part hereof; to be constructed on Lot 1 and Lot 2, have been completed per the approved final development plans. This provision may be amended by the Village, in its sole discretion, if it is found that completion of a portion or portions of the parking lot, drive aisles or parking lot lighting will not affect the

safe access/egress to and from Lot 1 and Lot 2 to either driveway entrance to Roosevelt Road."

- 22. <u>Annexation to Lombard Park District</u>: Section 22 of the Agreement shall remain in full force and effect.
- 23. General Provisions: Sections 23 A (2), (3) and (4) of the Agreement are hereby amended to read in its entirety as follows:
 - "(2) If to Developer:

Goodwill Industries of Southeastern WI, Inc Attention: Doug Nass 5300 N 118th Court Milwaukee, WI 53225

With a copy to:

(3) If to Chrisos Property Owner:

William C. Chrisos Revocable Living Trust 3524 Venard Downers Grove, IL 60515

With a copy to:

(4) If to PNC Property Owner:

Land Holding, LLC c/o PNC Bank Two PNC Plaza, 18th Floor 620 Liberty Avenue Pittsburgh, PA 152222

With a copy to:"

Shannon S. Vukmir, Esquire SITKO BRUNO 2740 Smallman Street Suite 300 Pittsburgh, PA 15222 Direct Dial: 412.431.0331

Fax: 412.431.8825 syukmir@sitkobruno.com

- 24. That EXHIBITS A through J, and EXHIBIT L, attached hereto, and made part hereof, are hereby substituted for EXHIBITS A through J, and EXHIBIT L, as attached to the Agreement.
- 25. That all provisions of the Agreement, not amended by this Amendment, shall remain in full force and effect as if set forth herein.

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

VILLAGE OF LOMBARD, an Illinois Municipal corporation

William J. Mueller Village President

Brigitte O'Brien Village Clerk

DATED: February 16, 2012

DEVELOPER:

Goodwill Industries

of Southeastern

Wisconsin, Inc.

By: Charles J. Stadler
Title: 5r. VP-Finance+CFO

CHRISOS PROPERTY OWNER:

William C. Chrisos Revocable Living Trust

OFFICIAL SEAL
VANESSA V. MENDOZA
NOTARY PUBLIC CALIFORNIA BE
COMM. NO. 1797811
SAN DIEGO COUNTY
MY COMM. EXP. MAY 10, 2012

PNC PROPERTY OWNER:

Land Holding, LLC

Name: Son Krodello

Title: vice president

ACKNOWLEDGMENTS

STATE OF ILLINOIS)	
)	SS
COUNTY OF DUPAGE)	

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

GIVEN under my hand and official seal, this 16th day of

"OFFICIAL SEAL" DENISE R. KALKE Notary Public, State of illinois My Commission Express 02/18/15 3555555555555555

Commission expires

Notary Public

W/SCONSINI STATE OF ILLINOIS Milwaukee) SS COUNTY OF COOK

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Charles J. Stadler known to me to be one of the managers of Goodwill Industries of Southeastern WI and also personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such manager and that he/she appeared before me this day in person and severally acknowledged that as such manager he/she signed and delivered the said instrument, consenting to its recordation, pursuant to authority given by said trust as their free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes orth.

GIVEN under my hand and Notary Seal this 27 day of January,

The Beautiful Standard St therein set forth.

B. FARMING

2012

Commission expires 15 permanent.

18

State of California personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/thev-executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. OFFICIAL SEAL NESSA V. MENDOZ I certify under PENALTY OF PERJURY under the laws COMM. NO. 1797811 SAN DIEGO COUNTY MY COMM, EXP. MAY 10, 2012 of the State of California that the foregoing paragraph is true and correct, WITNESS my hand and official seal. Signature. Place Notary Seal Above **OPTIONAL** Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: _ Number of Pages: _ Document Date: Signer(s) Other Than Named Above: _ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Individual ☐ Individual □ Corporate Officer — Title(s): _ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General □ Partner — □ Limited □ General ☐ Attorney in Fact ☐ Attorney in Fact Top of thumb here Top of triumb here L. Trustee ☐ Trustee □ Guardian or Conservator Guardian or Conservator C Other:_ ☐ Other: Signer Is Representing:, Signer Is Representing:

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STATE OF ILLINOIS

Commission expires July 12, 2014

2012.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Brittany R. Kowaiski, Notary Public
City of Plantage Allegheny County

City of Pittsburgn, Allegheny County My Commission Empires July 12, 2014

SCHEDULE OF EXHIBITS

EXHIBIT A: Legal Description of Chrisos Property

EXHIBIT B: Legal Description of PNC Property

EXHIBIT C: Preliminary Site Plan

EXHIBIT D: Preliminary Plat

EXHIBIT E: Preliminary Landscape Plan

EXHIBIT F: Preliminary Building Elevations

EXHIBIT G: Preliminary Engineering Plans

EXHIBIT H: Preliminary Signage Plans

EXHIBIT I: Previously Approved Plans

EXHIBIT J: Approved Deviations and Variations

EXHIBIT K: Intentionally Left Blank

EXHIBIT L: Parking Lot Improvements on Lots 1 and 2

EXHIBIT A: LEGAL DESCRIPTION OF CHRISOS PROPERTY

THE WEST 134.5 FEET OF HIGHLAND LANES SUBDIVISION (EXCEPT THE SOUTH 150 FEET THEREOF) IN THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1958 AS DOCUMENT 877665, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B: LEGAL DESCRIPTION OF PNC PROPERTY

HIGHLAND LANES SUBDIVISION (EXCEPT THE SOUTH 150 FEET THEREOF AND EXCEPT THE WEST 134.5 FEET) IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1958 AS DOCUMENT 877665, DUPAGE COUNTY, ILLINOIS.

EXHIBIT C: PRELIMINARY SITE PLAN

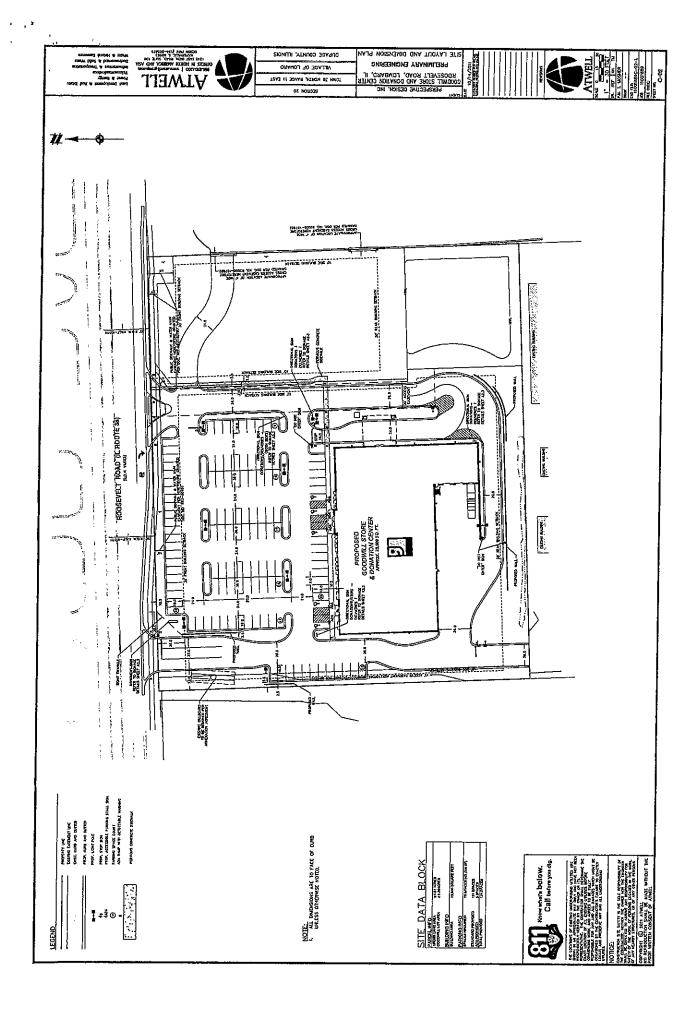
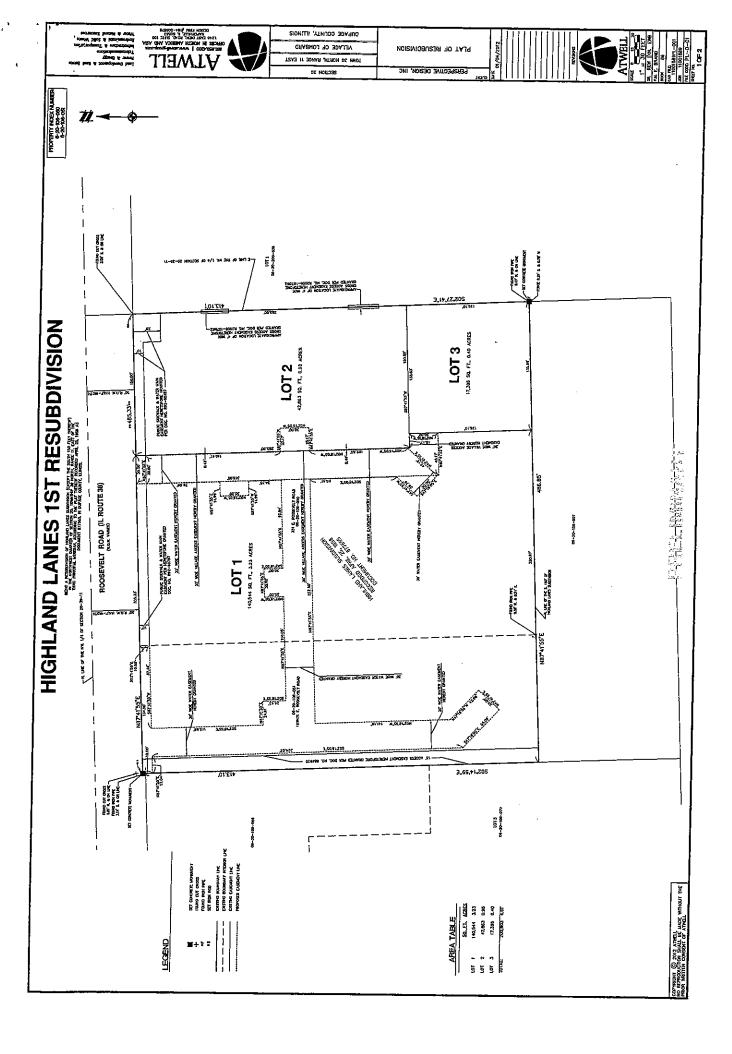


EXHIBIT D: PRELIMINARY PLAT



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EXHIBIT E: PRELIMINARY LANDSCAPE PLAN

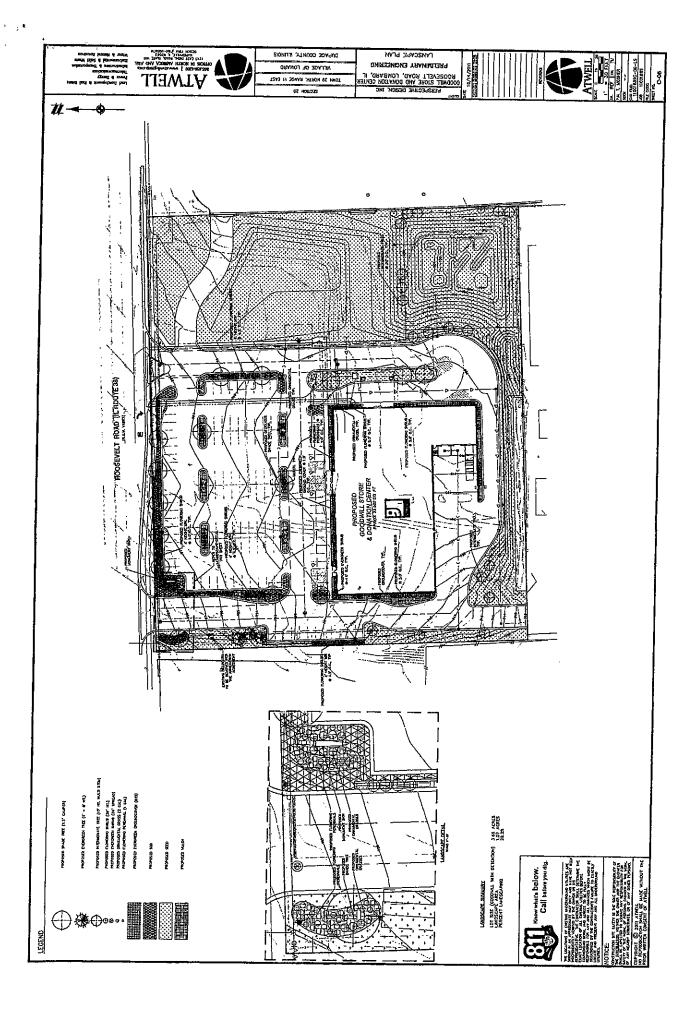
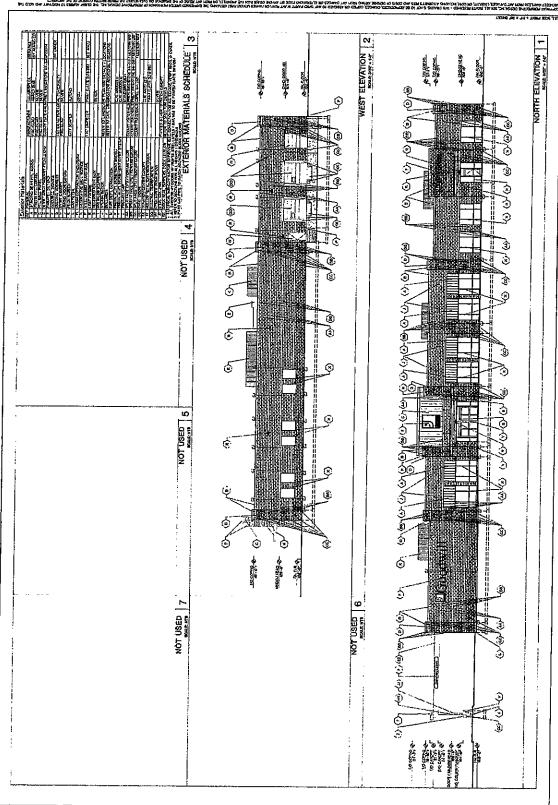


EXHIBIT F: PRELIMINARY BUILDING ELEVATIONS

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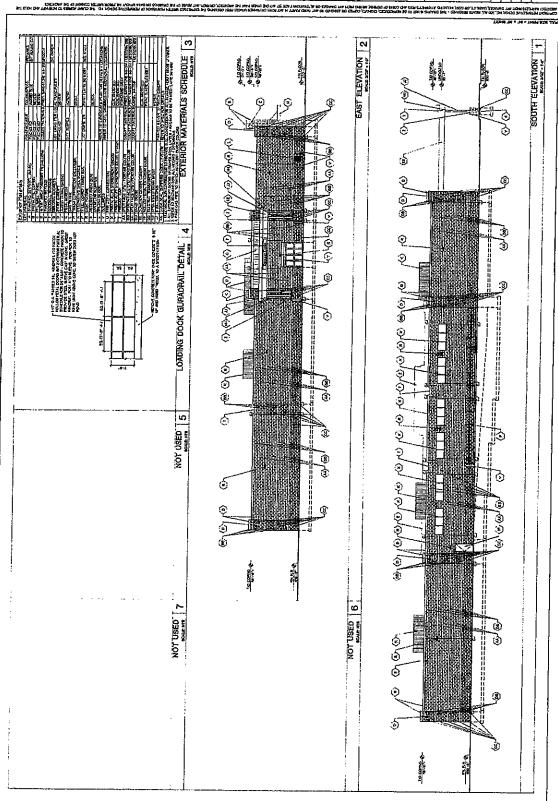


EXHIBIT G: PRELIMINARY ENGINEERING PLANS



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GOODWILL STORE LOMBARD • J

ROOSEVELT ROAD

LOMARD, IL 62401

DUPAGE COUNTY

PRELIMINARY ENGINEERING PLANS

ADSON STREET

SITE LOCATION MAP NOT TO SCALE

ENGINEER

ATWELL, LLC. 1245 EAST DIEHL ROAD, SUITE 100 NAPERVILLE, IL 60563 PHONE: (630) 577-0800

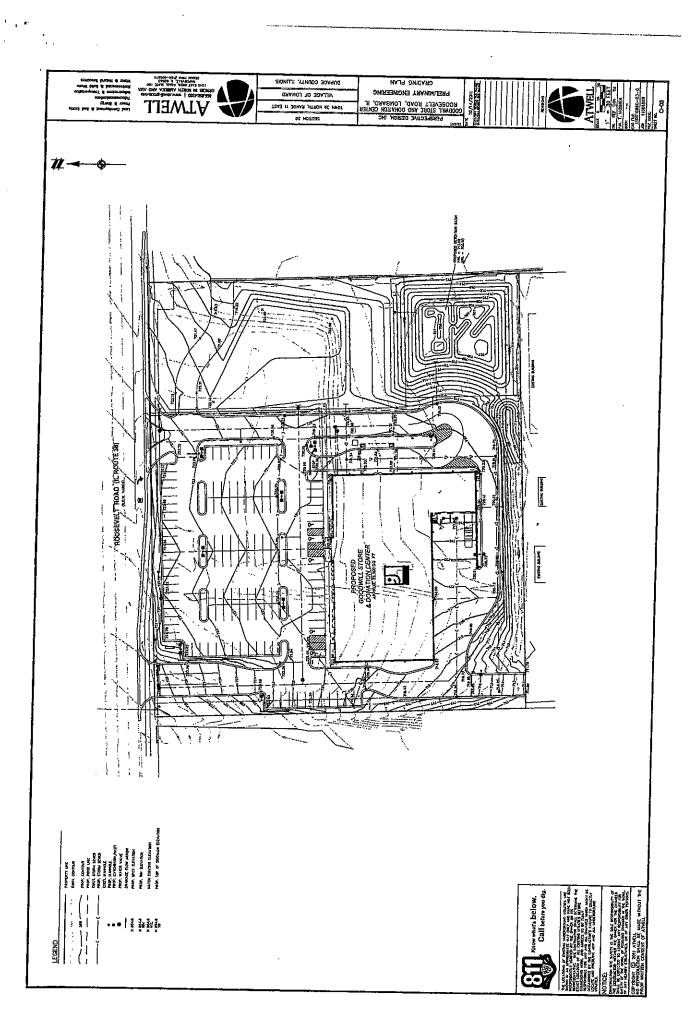
FAX: (630) 577-0900 DEVELOPER

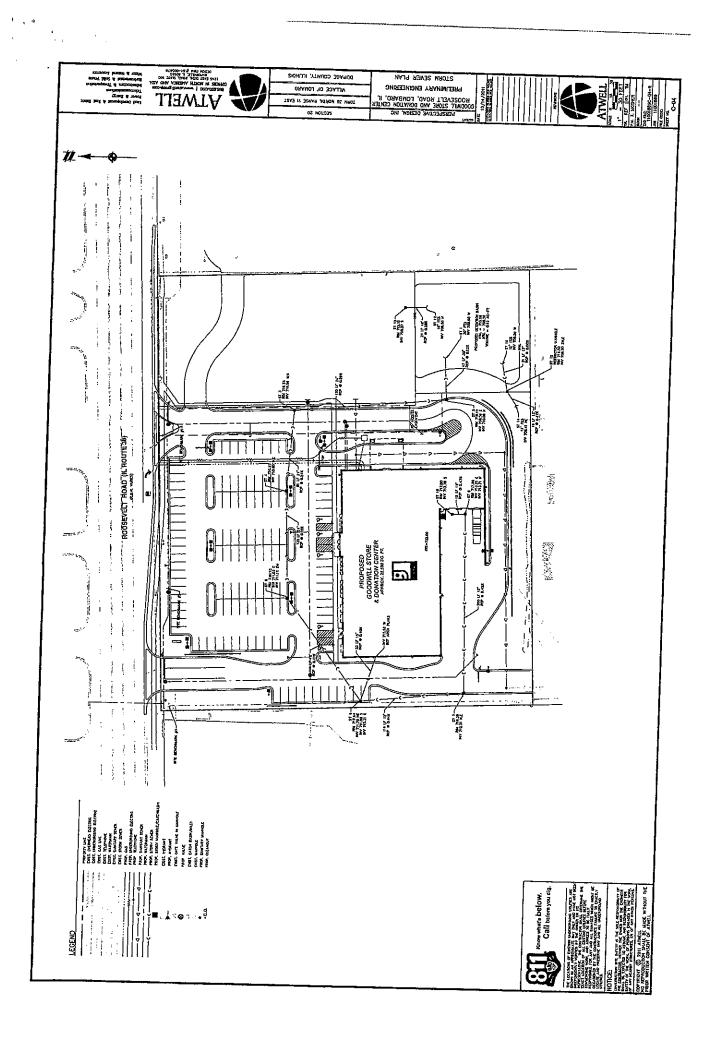
BERENGARIA DEVELOPMENT 100 E. WISCONSIN AVENUE, SUITE 1030 MILWAUKEE, WI 53202 PHONE: (414) 287-9880 FAX: (414) 755-7373

ARCHITECT PERSPECTIVE DESIGN, INC. 11525 W. NORTH AVENUE WAUWATOSA, WI 53226 PHONE: (414) 302-1780 FAX: (414) 302-1781

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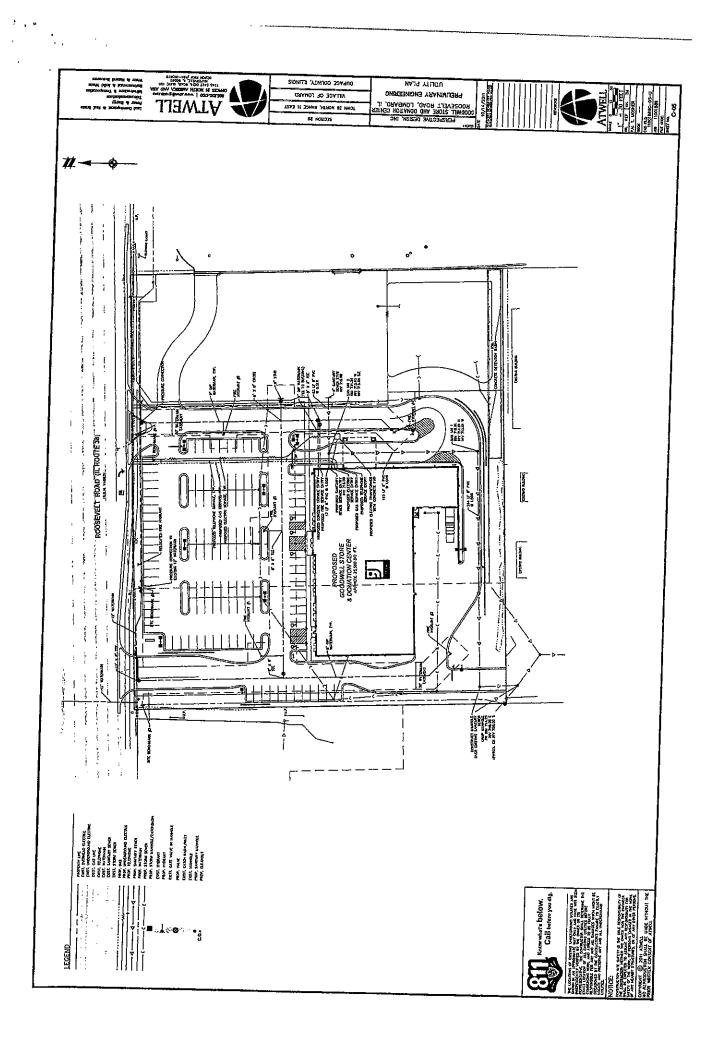


EXHIBIT H: PRELIMINARY SIGNAGE PLANS

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DIRECTIONAL SIGNAGE (8 s.f.)

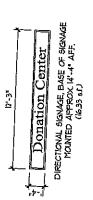
Hoosevelt Road (il. Route 38) Londond, il Goodwill Store & Donation Center



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INDIVIDUALLY BACK-LIT RAISED ALIMINIM CHARACTERS III. PLASTIC LENS. BASE OF SIGNAGE MONITED APPROX. II-8' AFF. (36 sf. PROVIDED)



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DOUBLE FACE MONIMENT SIGNAGE (15 S.F.)

NOTE: GOODWILL TO SUBMIT ALL GROND MONNED DIRECTIONAL SIGNAGE FOR APPROVAL, PRIOR TO INSTALLATION

- Preliminary -For Estimating and Review Only

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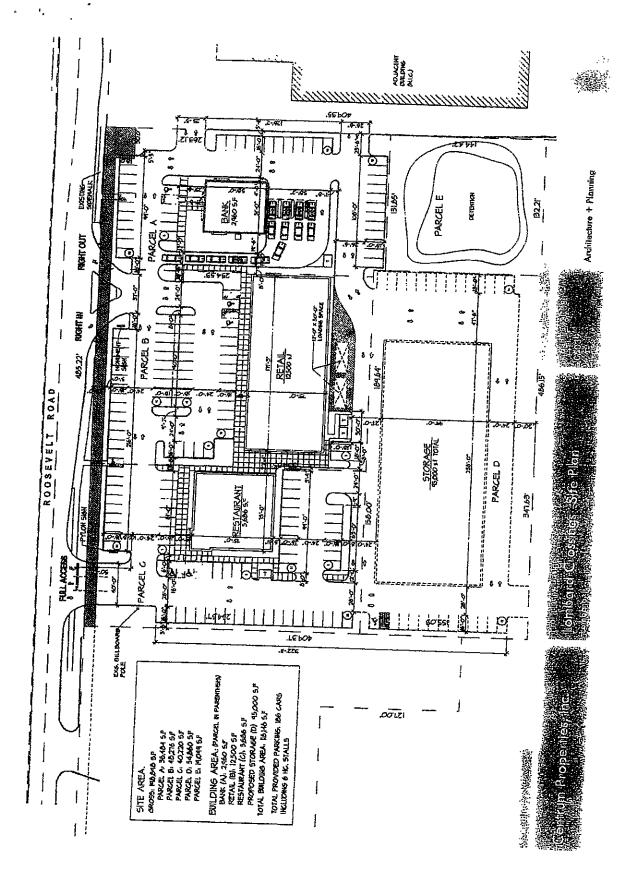
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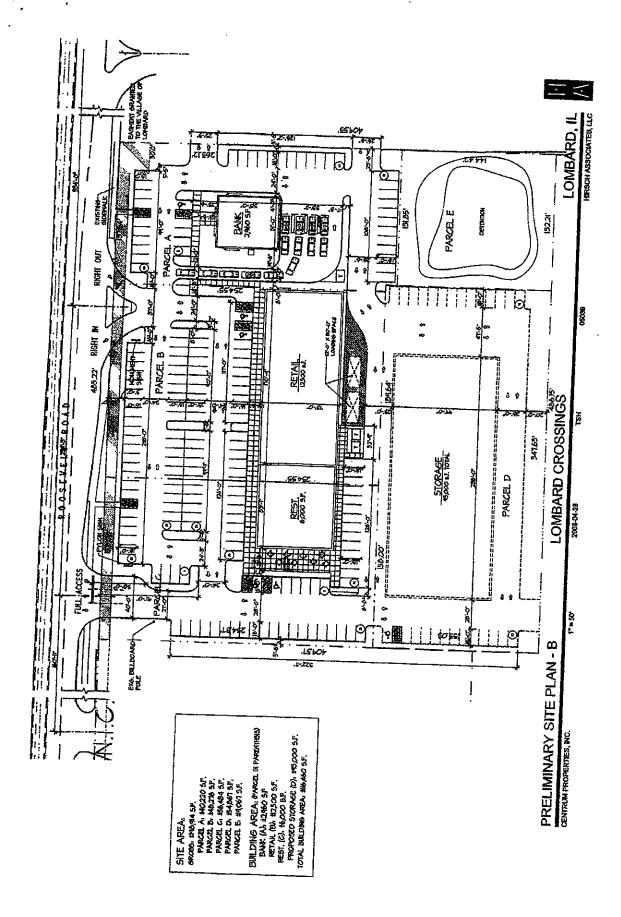
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EXHIBIT I: PREVIOUSLY APPROVED PLANS





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EXHIBIT J: APPROVED DEVIATIONS AND VARIATIONS

NOTE: ALL PARCEL DESIGNATIONS ON THIS EXHIBIT J ARE TO THE PARCELS AS SHOWN ON THE PRELIMINARY SITE PLAT ATTACHED AS EXHIBIT D THIS AGREEMENT TO WHICH THIS EXHBIT IS ALSO ATTACHED.

1. Approve an amendment to an annexation agreement.

- 2. Approve a planned development amendment (Major Change) to Ordinance 6211, as amended by Ordinances 6344, 6495 and 6623 for property located in the B4APD Roosevelt Road Corridor District, Planned Development, with the following companion conditional uses, deviations and variations, as follows:
 - a) A conditional use, per Section 155.417 (G) (2) of the Lombard Zoning Ordinance to allow for a secondhand stores and rummage shops in excess of 5,000 square feet for proposed Lot 1; and
 - b) A conditional use, per Section 155.417 (G) (2) of the Lombard Zoning Ordinance to allow for a drive through for proposed Lot 1; and
 - c) For each lot, grant a variation from Sections 155.706 (C) and 155.709 (B) of the Zoning Ordinance reducing the required perimeter parking lot and perimeter lot landscaping from five feet (5') to zero feet (0') to provide for shared cross-access and parking; and
 - d) A deviation to Section 155.417 (G)(3) of the Zoning Ordinance to reduce the minimum lot area for a detention outlot (proposed Lot 3); and
 - e) A deviation from Section 155.417 (G)(4) of the Zoning Ordinance to reduce the minimum lot width for a detention outlot (proposed Lot 3); and
 - f) A deviation from Section 154.507 of the Lombard Subdivision and Development Ordinance to allow an outlot (proposed Lot 3) to not have at least thirty feet (30') of frontage along a public street; and
- g) Grant a variation from Sections 155.417 (G)(7) and (9) of the Zoning Ordinance to reduce the ten percent (10%) open space requirement for proposed Lot 2; and
- h) A conditional use, per Section 155.417 (G) (2), for off-site parking.
- 3. Site plan approval with the following deviations from the Lombard Sign Ordinance:
 - a. A deviation from the Lombard Sign Ordinance to allow for a freestanding sign on both proposed Lots 1 and 2 to be located closer than seventy-five feet (75') from the center line of the adjacent right-of-way; and
 - b. A deviation from the Lombard Sign Ordinance to allow for 4 walls signs where 2 wall signs are permitted for proposed Lot 1.

EXHIBIT K: [LEFT INTENTIONALLY BLANK]

EXHIBIT L: PARKING LOT IMPROVEMENTS ON LOTS 1 AND 2

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