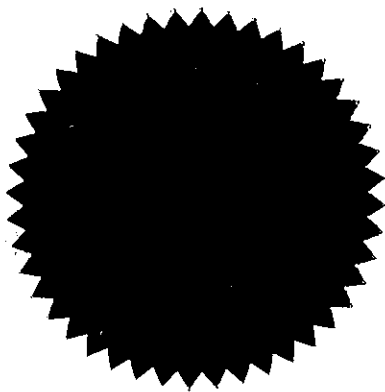


PUBLISHED IN PAMPHLET FORM THIS 26TH DAY OF April, 2002.
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.

Suzan L. Kramer
Suzan L. Kramer
Village Clerk



1165 S. WESTMORE/MEYERS ROAD AND 1008 E ROOSEVELT ROAD

ANNEXATION AGREEMENT
ANNEXING CERTAIN TERRITORY

PAMPHLET

5109
ORDINANCE 5110

ORDINANCE 5109

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

(BOT 02-06: 1165 S. Westmore/Meyers and 1008 E. Roosevelt Road, Lombard, Illinois) PIN 06-16-316-001, -002, -003

(See also Ordinance No.(s) 5110)

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 generally located at 1165 S. Westmore/Meyers and 1008 E. Roosevelt Road, Lombard, Illinois, (PIN 06-16-316-001, -002, -003) 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 April 18, 2002.

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 1165 S. Westmore/Meyers and 1008 E. Roosevelt Road, Lombard, Illinois, (PIN 06-16-316-001, -002, -003) containing 3.99 acres more or less and legally described as follows:

LOT 40 (EXCEPT THAT PART OF SAID LOT LYING SOUTHWESTLY OF A STRAIGHT LINE WHICH INTERSECTS THE WEST LINE OF SAID LOT AT A POINT 25 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AND WHICH SAID LINE INTERSECTS THE SOUTH LINE OF SAID LOT AT A POINT 25 FEET EAST OF THE SOUTHWEST CORNER THEREOF) IN YORK CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 1927 AS DOCUMENT NO. 227804, IN DUPAGE COUNTY, ILLINOIS.
TOGETHER WITH:
THAT PART OF THE MORRIS AVENUE RIGHT-OF-WAY LYING EAST OF THE EAST LINE OF LOT 35 AND ITS SOUTHERLY EXTENSION AND WEST OF THE EAST LINE OF CHURCH AVENUE, AND THAT PART OF THE CHURCH AVENUE RIGHT-OF-WAY LYING EAST OF AND ADJACENT TO LOT 40 AND THAT PART OF THE ROOSEVELT ROAD RIGHT-OF-WAY LYING SOUTHERLY OF AND ADJACENT TO LOT 40 AND THAT PART OF THE WESTMORE/MEYERS RIGHT-OF-WAY LYING SOUTHERLY OF THE NORTH LINE OF LOT 40 AND ITS WESTERLY EXTENSION.

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 _____, 2002.

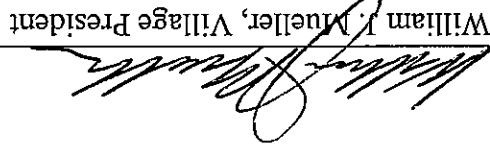
First reading waived by action of the Board of Trustees this 18th day of April _____, 2002.

Passed on second reading this 18th day of April _____, 2002.

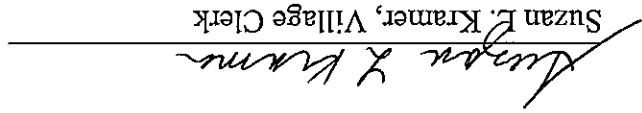
Ayes: President Mueller, Trustees Destephano, Tross, Koenig, Seby & Florey
Nays: None

Absent: Trustee Soderstrom

Approved this 18th day of April _____, 2002.


William J. Mueller, Village President

ATTEST:


Suzan E. Kramer, Village Clerk

**UTILITIES SERVICE AGREEMENT
(FOR PROPERTIES ALREADY RECEIVING VILLAGE UTILITIES)**

THIS UTILITIES SERVICE AGREEMENT (hereinafter referred to as "the AGREEMENT") dated the 18 day of ^{July}~~May~~ 2001, by and between the Village of Lombard, a municipal corporation of the County of DuPage, State of Illinois (hereinafter referred to as "the VILLAGE") and Trinity Lutheran Church, a Religious Corporation (hereinafter referred to as "the OWNER"):

WITNESSETH:

WHEREAS, the OWNER is the legal title holder of certain REAL ESTATE identified as parcels assigned Permanent Index Numbers 06-16-316-001, 06-16-316-002, 06-16-316-003 (sometimes hereinafter referred to as "the REAL ESTATE") which REAL ESTATE is located at the northeast corner of Roosevelt and Westmore-Meyers Road, DuPage County, Illinois and is not within the corporate limits of any City or Village; and

WHEREAS, the VILLAGE currently provides water service and/or sanitary service to the REAL ESTATE; and

WHEREAS, the REAL ESTATE is presently developed as a church and school; and

WHEREAS, the OWNER desires that the VILLAGE continue to supply utility services to the REAL ESTATE to such capacity and in such amounts as will adequately service the needs thereof; and

WHEREAS, the VILLAGE desires to enter into contractual agreements with the OWNER as to the terms and conditions under which such service and supply will be provided and maintained; and

WHEREAS, the water supply rate for unincorporated areas is typically double the rate for areas within the Village; and

WHEREAS, the sanitary sewer and water connection fees for unincorporated areas are typically the same fees for areas within the Village; and

WHEREAS, the OWNER desires to pay the in-Village rate for water supply, as referenced above, by entering into a Utilities Service Agreement with the VILLAGE; and

WHEREAS, the Board of Trustees of the VILLAGE passed Resolution 8151 on May 18, 2000 to authorize the President and Clerk of the VILLAGE to sign this Utilities Service Agreement on the Board's behalf.

NOW THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, agreements and conditions herein contained, and other good and valid consideration, the parties hereto agree as follows:

1. OWNER agrees to convey any new and/or existing sanitary sewer and watermain, and all facilities incidental thereto, but including existing water and sanitary sewer service lines, to the VILLAGE by executing such appropriate documents as are necessary to vest title thereto in the VILLAGE.

2. Subsequent to such connections, the VILLAGE, subject to all rules, regulations and ordinances of the VILLAGE, will continue to supply existing utility services to the REAL ESTATE, but at the in-Village rate, to such capacity and in such amounts as will adequately service the REAL ESTATE under its aforesaid intended usage, provided however:

(A) OWNER will pay promptly upon request, all rates, fees and charges for such service and supply in effect for in-Village service and supply which may be thereafter from time to time imposed therefor by the VILLAGE.

(B) Immediately upon the REAL ESTATE becoming contiguous to the VILLAGE and upon receipt of a written request from the VILLAGE, signed by the Village President or Village Clerk, OWNER will execute and file with the VILLAGE a petition requesting annexation to the VILLAGE of the REAL ESTATE or any part thereof as may be so requested by the VILLAGE.

OWNER will execute such petition as the legal titleholder of the REAL ESTATE and as elector residing thereon, if such is the case.

In the event there are other electors residing upon the REAL ESTATE who are not parties to this agreement, OWNER will obtain the signatures of such electors upon the petition, if requested to do so by the VILLAGE.

In the event, at the time such request is made by the VILLAGE, it is necessary to obtain the signatures of persons other than the OWNER of the REAL ESTATE and the electors residing thereon upon such petition, OWNER will obtain such signatures if requested to do so by the VILLAGE.

Such petition for annexation will be provided by the VILLAGE and will be so in the form required under the applicable laws of the State of Illinois.

Subject to the applicable laws of the State of Illinois, the VILLAGE shall at its option annex the REAL ESTATE within a reasonable time after the filing of the petition for annexation, subject to an annexation agreement if so desired by the VILLAGE.

3. This AGREEMENT and each and all of the covenants, obligations and conditions hereof, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the OWNER and the successors in office of the officers of the VILLAGE, and any successor municipal corporation of the VILLAGE.

4. All notices given under this AGREEMENT shall be given in writing by depositing the same in the United States Mail, registered or certified, postage prepaid, enclosed in an envelope addressed to the party to be notified, as follows:

If to OWNER, to:
Chairman of the Board of Trustees
Trinity Lutheran Church
1165 S. Westmore-Meyers Road
Lombard, IL 60148

If to VILLAGE, to:
Director of Community Development
VILLAGE OF LOMBARD
255 E. Wilson Avenue
Lombard, IL 60148-3931

or at any other address that any of the respective parties may, in writing, indicate for such party. Failure of any party to this AGREEMENT to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of

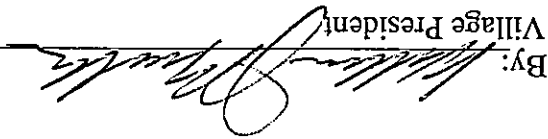
them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

6. This AGREEMENT sets forth all promises, inducements, agreements, conditions and understandings between OWNER and the VILLAGE relative to the subject matter thereof, and there are no promises, agreements, conditions or, understandings either oral or written, expressed or implied between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to the AGREEMENT shall be binding upon the parties hereto unless reduced to writing and signed by them.

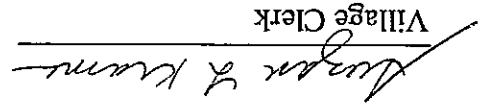
7. The submission of this AGREEMENT for examination does not constitute an offer to enter into the AGREEMENT and this AGREEMENT becomes effective only upon execution thereof by the parties hereto.

8. This AGREEMENT, upon signing by all parties hereto, may be recorded by the VILLAGE in the office of the Recorder of Deeds of DuPage County, Illinois. IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

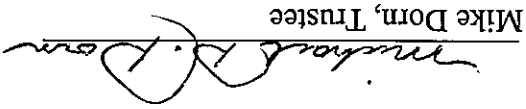
VILLAGE OF LOMBARD
DUPAGE COUNTY, ILLINOIS

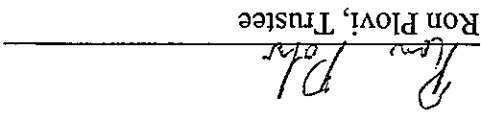
By: 
Village President

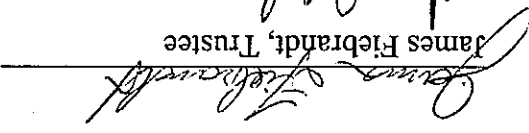
ATTEST:

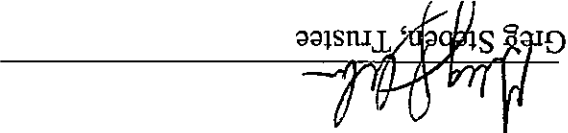

Village Clerk

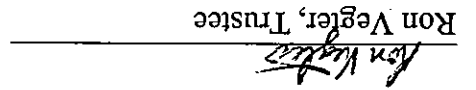
TRINITY LUTHERAN CHURCH

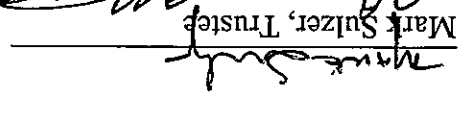

Mike Dorn, Trustee

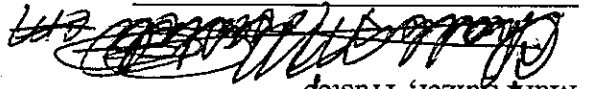

Ron Plovi, Trustee

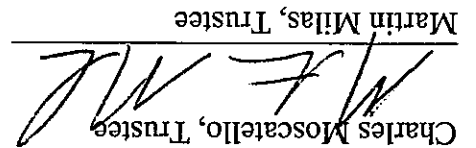

James Fiebrandt, Trustee


Greg Steben, Trustee


Ron Vegler, Trustee


Mark Sulzer, Trustee


Charles Moscatello, Trustee


Martin Milas, Trustee

SEAL

I, Scott Gronwold, Secretary of Trinity Lutheran Church, a religious corporation, attest that the within agreement was signed by the duly elected and serving members of the trustees of Trinity Lutheran Church and that the execution of this contract was authorized by vote of the Voters Assembly of Trinity Lutheran Church at its regular meeting on March 19, 2001.

Scott Gronwold
Scott Gronwold, Secretary

State of Illinois)
) SS)
County of DuPage)

This instrument was acknowledged before me on ~~May~~ July 18, 2001 by Ron Vegter, Mike Dorn, Mark Sulzer, Ron Polvi, Charles Moscatello, James Fiebrandt, Martin Milas and Greg Steben as trustees and Scott Gronwold as secretary of Trinity Lutheran Church, a religious corporation.

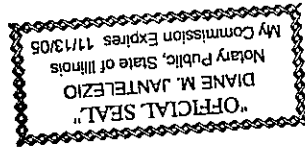
Notary Public Official Seal
RICHARD M. BERGMANN
Notary Public, State of Illinois
My Commission Expires 11/19/03

Richard M. Bergmann

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 Suzan L. Kramer, 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 25th day of April, 2002.
Commission expires 11-13 2005
Diane M. Jantelizio Notary Public



ORDINANCE 5110

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

(BOT 02-06: 1165 S. Westmore/Meyers and 1008 E. Roosevelt Road, Lombard, Illinois)
PIN 06-16-316-001, -002, -003

(See also Ordinance No.(s) 5109)

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 1165 S. Westmore/Meyers and 1008 E. Roosevelt Road, Lombard, Illinois, (PIN 06-16-316-001, -002, -003) containing 3.99 acres more or less and legally described as follows:

LOT 40 (EXCEPT THAT PART OF SAID LOT LYING SOUTHWESTLY OF A STRAIGHT LINE WHICH INTERSECTS THE WEST LINE OF SAID LOT AT A POINT 25 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AND WHICH SAID LINE INTERSECTS THE SOUTH LINE OF SAID LOT AT A POINT 25 FEET EAST OF THE SOUTHWEST CORNER THEREOF) IN YORK CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 1927 AS DOCUMENT NO. 227804, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH:
THAT PART OF THE MORRIS AVENUE RIGHT-OF-WAY LYING EAST OF THE EAST LINE OF LOT 35 AND ITS SOUTHERLY EXTENSION AND WEST OF THE EAST LINE OF CHURCH AVENUE, AND THAT PART OF THE CHURCH AVENUE RIGHT-OF-WAY LYING EAST OF AND ADJACENT TO LOT 40 AND THAT PART OF THE ROOSEVELT ROAD RIGHT-OF-WAY LYING SOUTHERLY OF AND ADJACENT TO LOT 40 AND THAT PART OF THE WESTMORE/MEYERS RIGHT-OF-WAY LYING SOUTHERLY OF THE NORTH LINE OF LOT 40 AND ITS WESTERLY EXTENSION.

Parcel Index Numbers: 06-16-316-001, -002, -003

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 _____, 2002.

First reading waived by action of the Board of Trustees this 18th day of April _____, 2002.

Passed on second reading this 18th day of April _____, 2002.

Ayes: Trustees Destephano, Tross, Koenig, Sebby, Florey

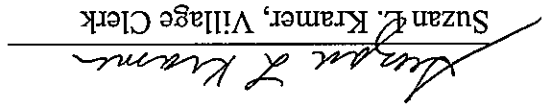
Nays: None

Absent: Trustee Soderstrom

Approved this 18th day of April, 2002.


William J. Mueller, Village President

ATTEST:


Suzan L. Kramer, Village Clerk

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