



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

April 5, 2019

Honorable Diane McGinley
Village President
535 Duane Street.
Glen Ellyn, Illinois 60137

Subject: Notification of Jurisdictional Transfer No. 4896
Village of Lombard to Village of Glen Ellyn
Hill Avenue (FAU 1431)
A point 1460' west of the Vance Street ROW to a point 1975' west
of the Vance Street ROW in its entirety. Does not include SN 022-
7000 over East Branch DuPage River

Dear Village President McGinley:

In accordance with the terms of the agreement executed on April 2, 2019 the transfer of highway jurisdiction for the above-noted highway from the Village of Lombard to the Village of Glen Ellyn occurred on April 2, 2019. A map is attached showing the location of the affected highway.

Sincerely,

A handwritten signature in cursive script that reads "Gregory S. Lupton".

Gregory S. Lupton, PE,
Acting Engineer of Local Roads and Streets

Attachment

cc: Mark Franz, Village Manager, Village of Glen Ellyn
John Chereskin, Village Clerk, Village of Glen Ellyn
Julius Hansen, Public Works Director, Village of Glen Ellyn
Keith T. Giagnorio, Village President, Village of Lombard
Scott Niehaus, Village Manager, Village of Lombard
Sharon Kuderna, Village Clerk, Village of Lombard
Carl Goldsmith, Director of Public Works, Village of Lombard
Daniel J. Cronin, County Board Chairman
Tom Cuculich, County Administrator
Jean Kaczmarek, County Clerk
Christopher C. Snyder PE, County Engineer, Director of Transportation
Safety Education Officer, Illinois State Police – District 2

Honorable Diane McGinley
April 5, 2019
Page 2

cc: (continued)

Dist. 1 Bureau of Local Roads and Streets, Attn: Steve Travia (elec. copy only)
James Stumpner, District 1 Operations (elec. copy only)
Lisa Heaven-Baum, District 1 Operations (elec. copy only)
John Baczek, District 1 Programming (elec. copy only)
Brian Carlson, District 1 Programming (elec. copy only)
Zubair Haider, District 1 Bureau of Local Roads and Streets (elec. copy only)
James Skvarla, District 1 Bureau of Local Roads and Streets (elec. copy only)
Temi Latinwo, District 1 Bureau of Local Roads and Streets (elec. copy only)
Mike Labree, District 1 Maintenance (elec. copy only)



Illinois Department of Transportation

Local Agency Agreement for Jurisdictional Transfer

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality: Lombard	Municipality: Glen Ellyn
Township/Road District: N/A	Township/Road District: N/A
County: (DuPage)	County: (DuPage)

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Hill Avenue Route FAU1431 Length 515 feet (0.10 miles)
 Termini From 1460' west of Vance Street to 1975' west of Vance Street
 _____ in its entirety.

This transfer does does not include Structure No. 022-7000

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval _____ calendar days after _____

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.
 Supplement _____

(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Keith Giacnorio

Name Diane McGinley

Title Village President of Lombard
 Chairman County Board/Mayor/Village President/etc.

Title Village President of Glen Ellyn
 Chairman County Board/Mayor/Village President/etc.

Signature

Signature

APPROVED

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION By: _____

By: Gregory S. Lupton Date 9-2-19
 Title: Acting Engineer of Local Roads and Streets

Lombard to Glen Ellyn

Hill Avenue

Attachments

1. Location Map
2. Color Aerial "IGA EXHIBIT"
3. Lombard Ordinance
4. Glen Ellyn Ordinance
5. Lombard Disconnection Ordinance
6. Glen Ellyn Annexation Ordinance
7. Intergovernmental Agreement

Lombard to Glen Ellyn

Hill Avenue

Location Map

LOCATION MAP



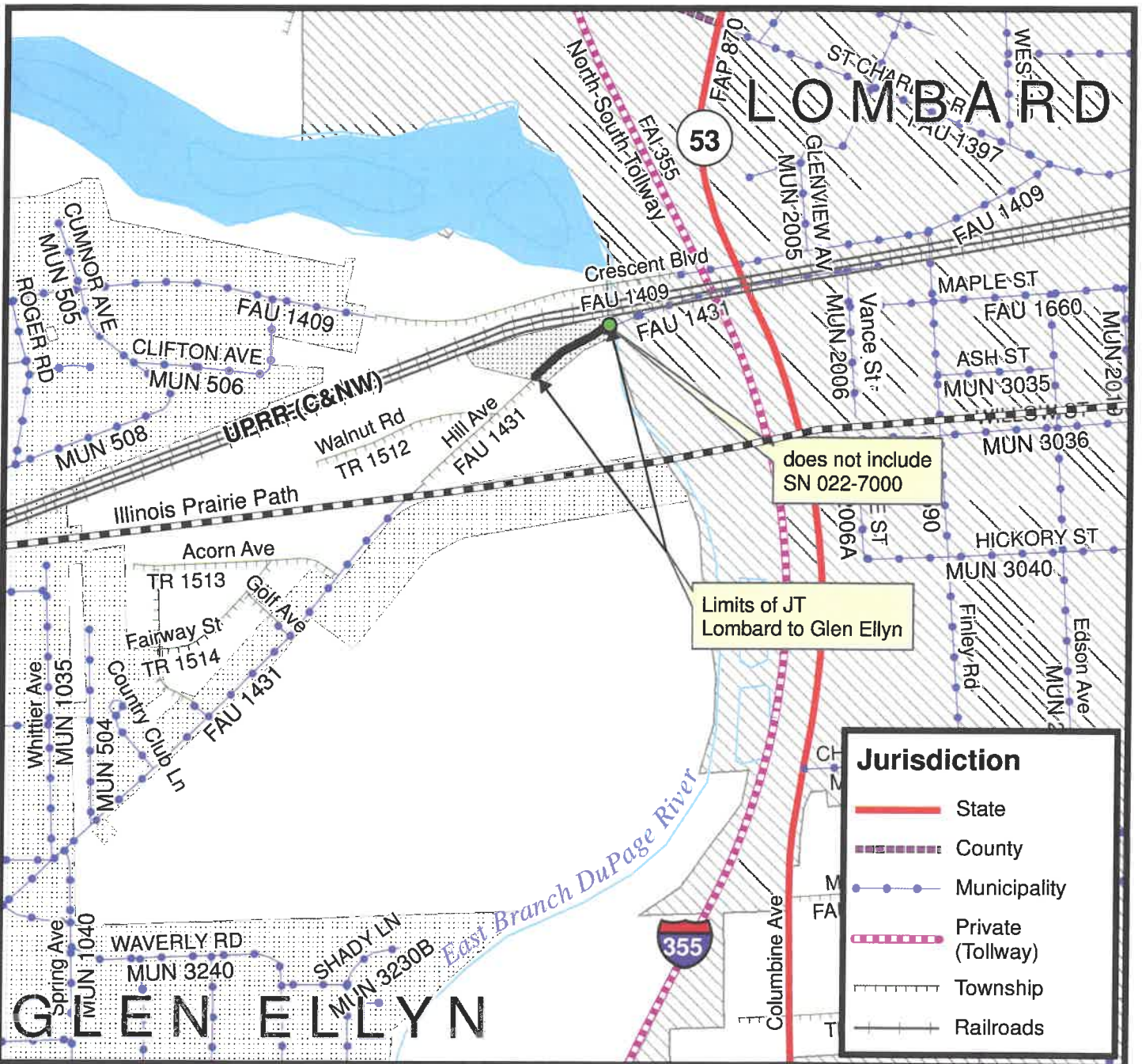
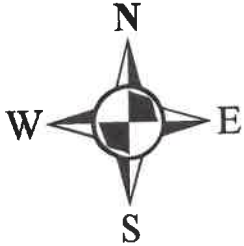
Illinois Department of Transportation

Jurisdictional Transfer

VILLAGE OF LOMBARD
TO
VILLAGE OF GLEN ELLYN
HILL AVENUE
(FAU 1431)

from 1460' west of Vance St
to 1975' west of Vance St,
in its entirety

DuPage



Lombard to Glen Ellyn

Hill Avenue

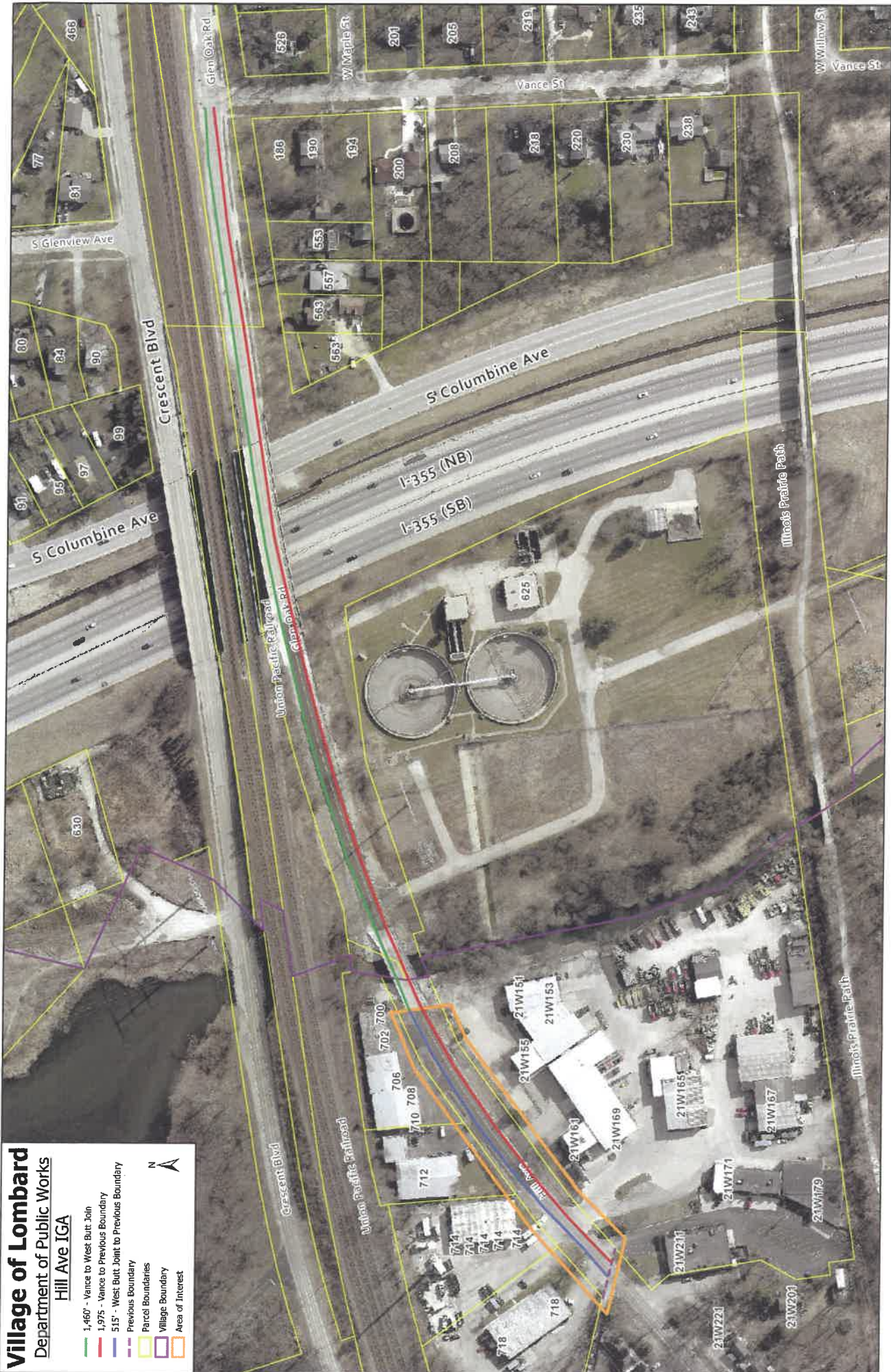
Color Aerial "IGA EXHIBIT"

Village of Lombard

Department of Public Works

Hill Ave IGA

- 1,460' - Vance to West Butt Join
- 1,975' - Vance to Previous Boundary
- 515' - West Butt Join to Previous Boundary
- Previous Boundary
- Parcel Boundaries
- Village Boundary
- Area of Interest



Lombard to Glen Ellyn

Hill Avenue

Lombard Ordinance

ORDINANCE NO. 7590

**AN ORDINANCE APPROVING THE TRANSFER OF JURISDICTION
OVER A PORTION OF HILL AVENUE TO THE VILLAGE OF GLEN ELLYN,
AND REPEALING ORDINANCE NO. 7465**

WHEREAS, pursuant to Section 6.B.ii. of "An Intergovernmental Agreement Between the Village of Lombard and the Village of Glen Ellyn in Regard to the Reconstruction of the Hill Avenue Bridge," dated October 7, 2010, and recorded with the DuPage County Recorder's Office on October 15, 2010 as document number R2010-140097, (the "IGA"), the Village of Lombard ("Lombard") is to transfer title to the Glen Oak Lift Station and all related sewer facilities (the "Lift Station and Sewers") to the Village of Glen Ellyn ("Glen Ellyn") on or before January 30, 2018; and

WHEREAS, pursuant to Section 6.B.iv. of the IGA, upon transfer of title to the Lift Station and Sewers to Glen Ellyn, Lombard is to transfer jurisdiction over that portion of Hill Avenue, from a point fourteen hundred and sixty (1,460) feet West of Vance Street right-of-way to a point nineteen hundred and seventy-five (1,975) feet West of the West of Vance Street right-of-way, as depicted on Exhibit A attached hereto and made part hereof, (the "Hill Avenue ROW") to Glen Ellyn, and transfer title to all sanitary sewer utilities located within the Hill Avenue ROW (the "Hill Avenue Sewers") to Glen Ellyn; and

WHEREAS, the transfer of jurisdiction over the Hill Avenue ROW shall not include the transfer of title to any public water mains located within the Hill Avenue ROW; and

WHEREAS, pursuant to a Bill of Sale approved by the President and Board of Trustees of the Village of Lombard (the "Lombard Village Board") on January 18, 2018, Lombard has transferred title to the Lift Station and Sewers and Hill Avenue Sewers to Glen Ellyn; and

WHEREAS, based on the foregoing, Lombard now desires to transfer jurisdiction over the Hill Avenue ROW to Glen Ellyn, with said transfer of jurisdiction to be accomplished pursuant to the Local Agency Agreement for Jurisdictional Transfer document attached hereto as Exhibit B and made part hereof (the "JT Agreement"); and

WHEREAS, the Lombard Village Board deems it to be in the best interests of Lombard to approve the transfer of jurisdiction over the Hill Avenue ROW to Glen Ellyn pursuant to the JT Agreement;

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 recitals set forth above are incorporated herein by reference, and made part of this Ordinance.

SECTION 2: That the transfer of jurisdiction over the Hill Avenue ROW, as more particularly described in the JT Agreement, to Glen Ellyn, pursuant to the JT Agreement, is hereby approved.

SECTION 3: That the Lombard Village President is hereby authorized and directed to execute said JT Agreement on behalf of Lombard, and to execute any additional documents in furtherance of said JT Agreement.

SECTION 4: That the Village's Director of Public Works is hereby authorized and directed to attach a certified copy of this Ordinance to the original signature copy of the JT Agreement, and to file said fully executed original signature copy of said JT Agreement with the State of Illinois Department of Transportation.

SECTION 5: That Ordinance No. 7465, adopted on January 18, 2018, is hereby repealed.

SECTION 6: 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 1st day of November, 2018.

First reading waived by action of the Board of Trustees this 1st day of November, 2018.

Passed on second reading this 1st day of November, 2018, pursuant to a roll call vote as follows:

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware

Nays: None

Absent: None

Approved by me this 1st day of November, 2018.


Keith T. Giagnorio, Village President

ATTEST:

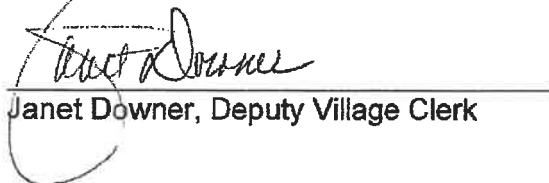

Janet Downer, Deputy Village Clerk

Exhibit A

The Hill Avenue ROW

(attached)

Village of Lombard

Department of Public Works

Hill Ave IGA

- 1,460' - Vance to West End Joint
- 1,975' - Vance to Previous Boundary
- 515' - West End Joint to Previous Boundary
- - - Previous Boundary
- Parcel Boundaries
- Village Boundary
- Area of Interest

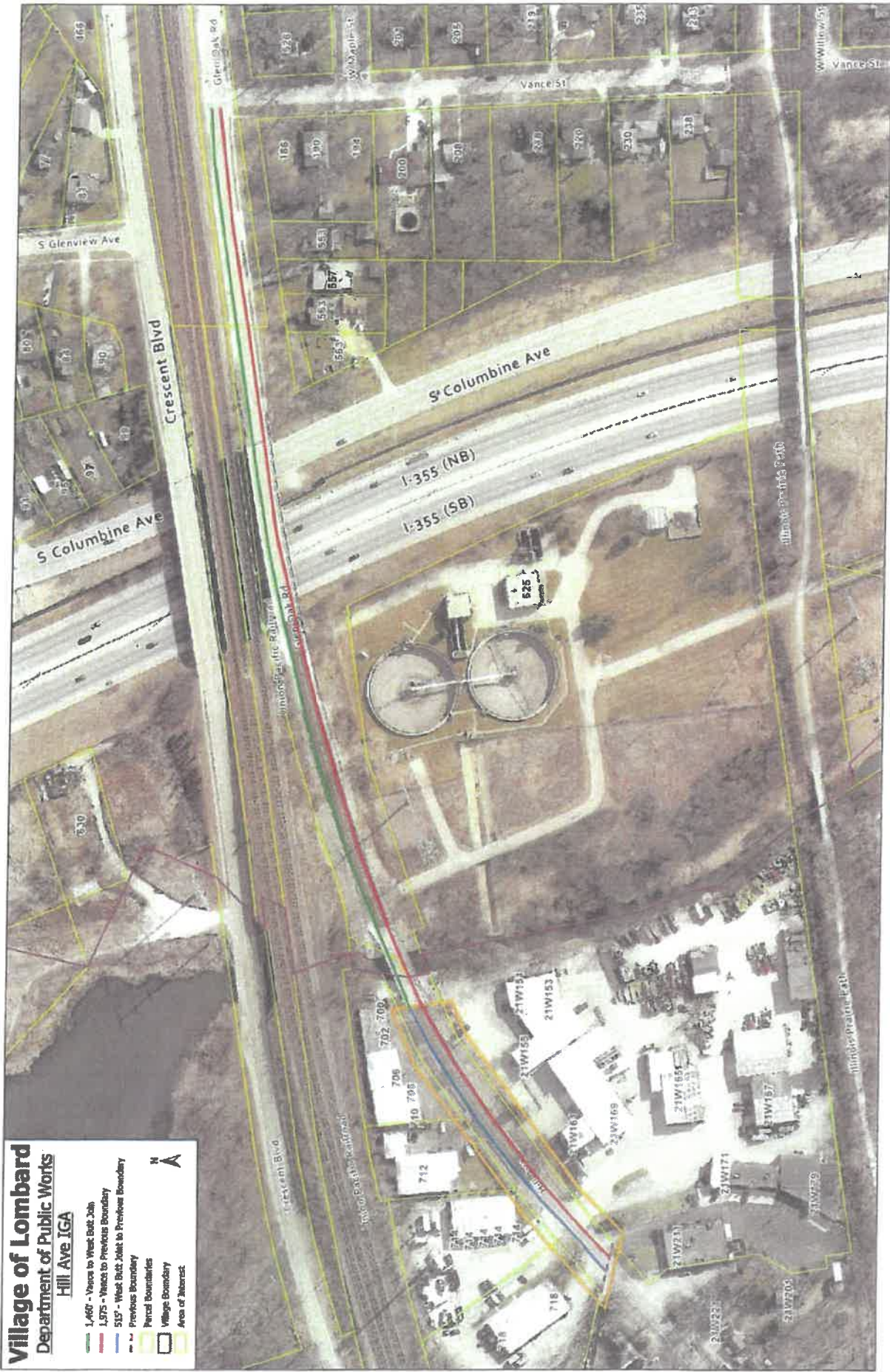


Exhibit B

JT Agreement

(attached)



Illinois Department of Transportation

Local Agency Agreement for Jurisdictional Transfer

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality: Lombard	Municipality: Glen Ellyn
Township/Road District: N/A	Township/Road District: N/A
County: (DuPage)	County: (DuPage)

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Hill Avenue Route FAU1431 Length 515 feet (0.10 miles)
Termini From 1460' west of Vance Street to 1975' west of Vance Street
_____ in its entirety.

This transfer does does not include Structure No. 022-7000

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval _____ calendar days after _____ .

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement _____
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Keith Giagnorio

Name Diane McGinley

Title Village President of Lombard
Chairman County Board/Mayor/Village President/etc.

Title Village President of Glen Ellyn
Chairman County Board/Mayor/Village President/etc.

Signature [Handwritten Signature]

Signature [Handwritten Signature]

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION By: _____

Director of Highways

Date _____

Lombard to Glen Ellyn

Hill Avenue

Glen Ellyn Ordinance



Village of Glen Ellyn

Ordinance No. 6579

An Ordinance Authorizing the Village to Accept Title to
Property Known as the Glen Oak Lift Station and Hill Avenue
sewers and Jurisdiction over Certain Portions of Hill Avenue

Adopted by the
President and the Board of Trustees
Of the Village of Glen Ellyn
DuPage County, Illinois
This 12th Day of Feb, 2018.

Published in pamphlet form by the authority
of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County, Illinois,
this 13th day of Feb, 2018.

PREPARED BY AND MAIL TO:

VILLAGE OF GLEN ELLYN
ATTN: VILLAGE CLERK
535 DUANE STREET
GLEN ELLYN, IL 60137

Ordinance No. 6579

WHEREAS, pursuant to Section 6.B.ii. of “An Intergovernmental Agreement Between the Village of Lombard and the Village of Glen Ellyn in Regard to the Reconstruction of the Hill Avenue Bridge,” dated October 7, 2010, and recorded with the DuPage County Recorder’s Office on October 15, 2010 as document number R2010- 140097, (the “IGA”), the Village of Lombard (“Lombard”) is to transfer title to the Glen Oak Lift Station and all related sewer facilities (the “Lift Station and Sewers”) to the Village of Glen Ellyn (“Glen Ellyn”) on or before January 30, 2018; and

WHEREAS, pursuant to Section 6.B.iv. of the IGA, upon transfer of title to the Lift Station and Sewers to Glen Ellyn, Lombard is to transfer jurisdiction over that portion of Hill Avenue, from the West joint line of the Hill Avenue bridge to a point six hundred two (602) feet West of the West joint line of the Hill Avenue bridge, as depicted on Exhibit A attached hereto and made part hereof, (the “Hill Avenue ROW”) to Glen Ellyn, and transfer title to all sanitary sewer utilities located within the Hill Avenue ROW (the “Hill Avenue Sewers”) to Glen Ellyn; and

WHEREAS, the transfer of jurisdiction over the Hill Avenue ROW shall not include the transfer of title to any public water mains located within the Hill Avenue ROW; and

WHEREAS, pursuant to a Bill of Sale approved by the President and Board of Trustees of the Village of Lombard (the “Lombard Village Board”) on January 18, 2018, Lombard has transferred title to the Lift Station and Sewers and Hill Avenue Sewers to Glen Ellyn; and

WHEREAS, based on the foregoing, Glen Ellyn now desires to accept the transfer of jurisdiction over the Hill Avenue ROW from Lombard, with said transfer of jurisdiction to be accomplished pursuant to the Local Agency Agreement for Jurisdictional Transfer document attached hereto as Exhibit B and made part hereof (the “JT Agreement”); and

WHEREAS, the Glen Ellyn Village Board deems it to be in the best interests of Glen Ellyn to approve the transfer of jurisdiction over the Hill Avenue ROW to Glen Ellyn pursuant to the JT Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, DU PAGE COUNTY, ILLINOIS, in the exercise of its Home Rule Authority, as follows:

SECTION 1: That the recitals set forth above are incorporated herein by reference, and made part of this Ordinance.

SECTION 2: That the transfer of jurisdiction over the Hill Avenue ROW, as more particularly described in the JT Agreement, to Glen Ellyn, pursuant to the JT Agreement, is hereby approved.

SECTION 3: That the Glen Ellyn Village President is hereby authorized and directed to execute said JT Agreement on behalf of Glen Ellyn, and to execute any additional documents in furtherance of said JT Agreement.

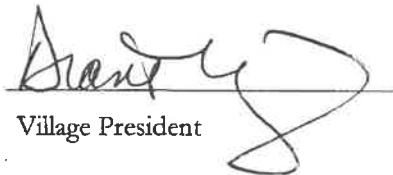
SECTION 4: That the Village's Director of Public Works is hereby authorized and directed to attach a certified copy of this Ordinance to the original signature copy of the JT Agreement, and to file said fully executed original signature copy of said JT Agreement with the State of Illinois Department of Transportation.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

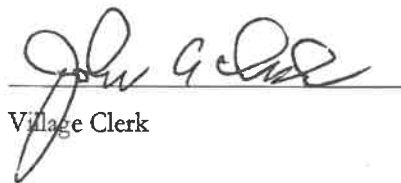
Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this 12 day of Feb 2018.

Ayes:	<input type="checkbox"/>	Diane McGinley	<input checked="" type="checkbox"/>	Pete Ladesic	<input checked="" type="checkbox"/>	Mark Senak
	<input type="checkbox"/>	Craig Pryde	<input checked="" type="checkbox"/>	Bill Enright	<input checked="" type="checkbox"/>	Gary Fasules
	<input checked="" type="checkbox"/>	John Kenwood				
Nays:	<input type="checkbox"/>	Diane McGinley	<input type="checkbox"/>	Pete Ladesic	<input type="checkbox"/>	Mark Senak
	<input type="checkbox"/>	Craig Pryde	<input type="checkbox"/>	Bill Enright	<input type="checkbox"/>	Gary Fasules
	<input type="checkbox"/>	John Kenwood				
Absent:	<input type="checkbox"/>	Diane McGinley	<input type="checkbox"/>	Pete Ladesic	<input type="checkbox"/>	Mark Senak
	<input checked="" type="checkbox"/>	Craig Pryde	<input type="checkbox"/>	Bill Enright	<input type="checkbox"/>	Gary Fasules
	<input type="checkbox"/>	John Kenwood				

Approved by the Village President of the Village of Glen Ellyn, Illinois this 12 day of Feb 2018.


Village President

Attest:


Village Clerk

AFFIX VILLAGE SEAL

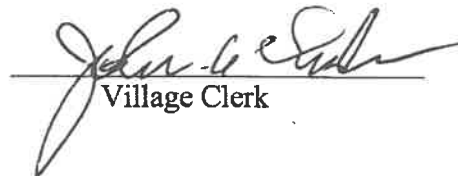
(Published in pamphlet form and posted on the 13 day of February, 2018.)

CERTIFICATION

I, John Chereskin, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is a true and correct copy of Ordinance No. 6579, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the Regular Meeting of said Board held on the 12 day of February 2018, and that the same was signed and approved by the President of said Village on the 12 day of February 2018.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 12 day of February, 2018.

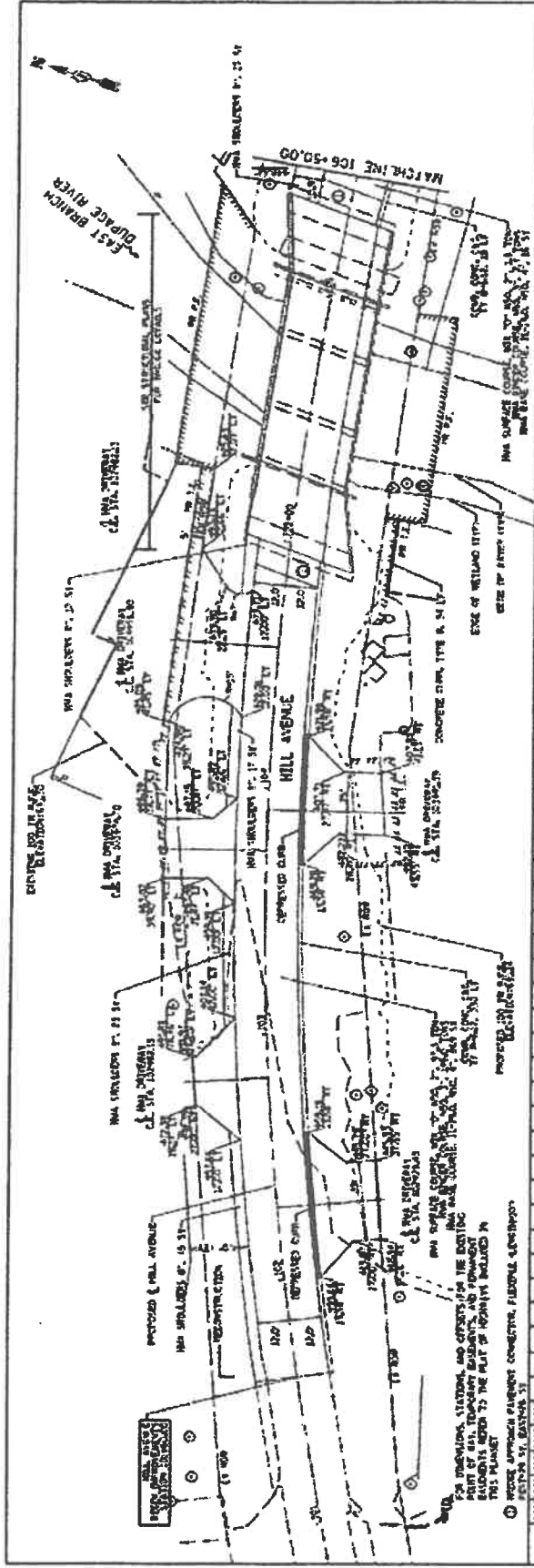

Village Clerk

CORPORATE SEAL

Exhibit A

The Hill Avenue ROW

(attached)



Station	705	700	695	690	685	680	675	670	665
705
700
695
690
685
680
675
670
665

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

HILL AVENUE
PLAN & PROFILE

SCALE: PLAN 1" = 40'; PROFILE 1" = 10'

SHEET NO. 1 OF 1

DATE: 10/1/53

DRAWN BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

B **Bechtel, Leach & Associates, Inc.**
 CIVIL ENGINEERS
 1000 P STREET, N.W.
 WASHINGTON, D.C. 20004

Exhibit B

JT Agreement

(attached)



Illinois Department of Transportation

Local Agency Agreement for Jurisdictional Transfer

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality: Lombard	Municipality: Glen Ellyn
Township/Road District: Milton	Township/Road District: Milton
County: DuPage	County: DuPage

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Hill Avenue Route Length 602'
Termini Hill Avenue Bridge to 602' West of the bridge
in its entirety.

This transfer does does not include Structure No. 022-7000

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval _____ calendar days after _____

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement 2
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Keith Giagnorio

Name Diane McGinley

Title Village President
Chairman County Board/Mayor/Village President/etc.

Title Village President
Chairman County Board/Mayor/Village President/etc.

Signature _____

Signature _____

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION By: _____

Director, Office of Planning and Programming Date

Lombard to Glen Ellyn

Hill Avenue

Lombard Disconnection Ordinance



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
OCT. 28, 2009 11:25 AM
OTHER 05-12-207-033
024 PAGES R2009-163399

ORDINANCE 6399

**AUTHORIZING THE EXECUTION OF A DISCONNECTION
AGREEMENT**

PIN: 05-12-207-033 and 05-12-207-032
Address: 714 and 718 W. Hill Avenue, Lombard, IL 60148

(OTHERWISE KNOWN AS: 21 W 180 WILSON AVE 60148)

Return To:
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

ORDINANCE 6399

**AN ORDINANCE AUTHORIZING THE
EXECUTION OF A DISCONNECTION AGREEMENT**

(BOT 09-02: 714 W. Hill Ave & 718 W. Hill Ave.)

(See also Ordinance No.(s) 6400, 6401 & 6402)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Disconnection Agreement (hereinafter the "Agreement") pertaining to the properties located at 714 W. Hill Ave. & 718 W. Hill Ave., 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 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 5/7-3-4, as amended, for the execution of said Agreement have been complied with.

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 714 W. Hill Ave. & 718 W. Hill Ave., Lombard, Illinois containing 2.82 acres more or less and legally described as follows:

PARCEL #1:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS

Ordinance No. 6399
Re: BOT 09-02
Page 2

DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033 ;

COMMON ADDRESS: 714 W. Hill Ave _____,
Lombard, Illinois.

PARCEL #2:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032 ;

COMMON ADDRESS: 718 W. Hill Ave _____,
Lombard, Illinois.

along with those portions of Hill Avenue and Glen Oak Road adjacent thereto.

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 1st day of October, 2009.

First reading waived by action of the Board of Trustees this _____ day of _____, 2009.

Passed on second reading this 15th day of October, 2009.

Ayes: Trustees Gron, Tross, Wilson, Moreau, Fitzpatrick and Ware

Nays: None


Absent: None

Approved this 15th day of October, 2009.

Ordinance No. 6399

Re: BOT 09-02

Page 3


William J. Mueller, Village President

ATTEST:


Brigitte O'Brien, Village Clerk

Published this 19th day of October, 2009.


Brigitte O'Brien, Village Clerk

DISCONNECTION AGREEMENT

This DISCONNECTION AGREEMENT ("Agreement") is made and entered into this 9th day of JUNE, 2009, by and between the Village of Lombard, a municipal corporation ("Village"); and JEAN NOORLAG/NOORLAG REAL ESTATE GROUP LLC ("Owner");

WITNESSETH:

WHEREAS, Owner is the record owner of the property legally described in EXHIBIT A, attached hereto and made a part hereof ("Subject Property"); and

WHEREAS, the Subject Property is within the existing corporate boundaries of the Village; and

WHEREAS, Owner is desirous of disconnecting the entirety of the Subject Property from the Village pursuant to provisions of 65ILCS 5/7-3-4; and

WHEREAS, the Village has no objection to the disconnection of the Subject Property from the Village; and

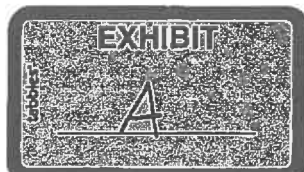
WHEREAS, the Subject Property consists of approximately 2.82 acres of land; and

WHEREAS, all owner(s) of record of the Subject Property have signed a Petition for Disconnection of the Subject Property and delivered same to the Village a copy of which is attached hereto as EXHIBIT B and made part hereof (the "Disconnection Petition"); and

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, the Village and the Owner agree as follows:

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

2. **Disconnection:** The Village shall upon the approval of this agreement, take all necessary actions to disconnect the Subject Property from the Village pursuant to 65ILCS 5/7-3-4.



3. **Zoning:** Upon disconnection of the Subject Property from the Village as set forth herein, the Subject Property shall be subject to the applicable provisions of the DuPage County Zoning Code until annexed by another municipality.

4. **Water and Sanitary Sewer Utilities:** The Subject Property is currently connected to and is served by the Village's water and sanitary sewer service systems. Subsequent to the disconnection of the Subject Property, the Village, subject to all rules, regulations and ordinances of the Village, will continue to supply sanitary sewer service and water service to the Subject Property at an "in-Village" rate, to such capacity and in such amounts as will adequately service the Subject Property as currently provided. However, the Village the provision of water services shall be subject to the following requirements:

- A. Upon annexation of the Subject Property to another municipality, the Subject Property shall immediately relinquish water service rights with the Village upon the installation of water mains within the adjacent Hill Avenue right-of-way to the Subject Property from the municipality or another public utility service entity.
- B. If the Subject Property has not been annexed into another municipality within a ten (10) year time period (after the date of the disconnection), the Owner and Village shall enter into an agreement extension addressing potential time extension(s) as determined by the mutual consent of the parties.
- C. During the time period between disconnection from the Village and annexation into another municipality, the Owner of the Subject Property shall receive prior written consent from the Village, prior to the Subject Property being redeveloped in a manner that requires an increased demand for water service. However, this section shall not be construed as requiring that the Village is obligated to approve any permits that provide for an increase in water services.

Such increases in water services shall include, but are not limited to:

- (1) Expansion of any existing principal structures;
- (2) Construction of a new principal structure;
- (3) An increased number of water connections (excluding life-safety devices); and
- (4) Complete redevelopment of the Subject Property.

5. **Reserve Clause:** The requirements outlined in this Agreement shall not prevent another municipality from providing water service to the Subject Property.

6. **Fire Protection:** To the extent that fire protection service is unavailable to the Subject Property by another fire protection entity after disconnection from the Village, the Village agrees to continue to provide such services under the provisions of Chapter 33 of the Lombard Village Code, including the imposition of applicable service fees.

7. **Police Protection:** Upon its disconnection from the Village, the Subject Property shall no longer be under jurisdiction of Village law enforcement; however, policing services shall immediately commence by the DuPage County Sheriff's Department.

8. **General Provisions:**

A. **Notices:** Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed telefacsimile transmission provided a hard copy of such notice is deposited in the regular mail addressed to the recipient within twenty-four hours following the telefacsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

- (1) If to the Village or
Corporate Authorities:

President and Board of Trustees
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

With a copy to:

- (a) Village Manager
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

(b) Director of Community Development
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

(c) Thomas P. Bayer
KLEIN, THORPE AND JENKINS, LTD.
20 N. Wacker Drive
Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

(2) If to Owner:

Jean NOORLAG / NOORLAG REAL ESTATE GROUP
P.O. BOX 3328
GLEN ELLYN, IL 60138
LLC

With a copy to:

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

B. Binding Effect:

This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, grantees and lessees.

- C. Survival of Representations: 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.

- D. Captions and Paragraph Headings: The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

- E. Reserved

- F. 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 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.

- G. Village Approval or Direction: 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.

- H. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the Village at no expense to the Owner.

- I. Authorization to Execute: If applicable, the officers of Owner executing this Agreement warrant that they have been lawfully authorized by Owner's Board of Directors to execute this Agreement on behalf of said Owner. The President and Deputy Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and Village shall deliver to each other upon request copies of all bylaws,

joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

- J. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner 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.
- K. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.
- L. 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 this Agreement shall control and govern.
- M. Definition of Village: When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village of Lombard unless the context clearly indicates otherwise.
- N. 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 signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.
- O. 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 the day and year first above written.

VILLAGE:

VILLAGE OF LOMBARD, an Illinois
municipal corporation

ATTEST:

Bridgette O'Brien
Village Clerk

By: *William J. Paulsen*
President

DATED: 10/15/09

OWNER:

ATTEST:

Susan K. Clutter
Title: Notary
DATED: 6-21-09

By: _____
Name: *Jean Hovland*
Title: _____



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 19th day of October, 2009.

Commission expires June 10, 2013.

Barbara A Johnson
Notary Public



SCHEDULE OF EXHIBITS

EXHIBIT A: Legal Description of Subject Property

EXHIBIT B: Disconnection Petition

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named JEAN NOORLAG and
NOORLAG REAL ESTATE GROUP, are personally known to me to be the owner
President and _____ Secretary of _____
_____ and also personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such _____ and
_____ respectively, and that they appeared before me this day in Person and
severally acknowledged that as such _____ President and _____
Secretary they signed and delivered the said instrument, pursuant to authority given by the Board
of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act
and deed of said Corporation, for the uses and purposes therein set forth, and the said
_____, then and there acknowledged that said _____ -
_____ Secretary as custodian of the corporate seal of said Corporation caused said seal to be
affixed to said instrument as said _____ Secretary's own free and voluntary act
and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 9th day of June,
2009.

Commission expires _____,



Susan K. Clutter
Notary Public

EXHIBIT A

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033 ;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032 ;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

EXHIBIT B

Disconnection Petition

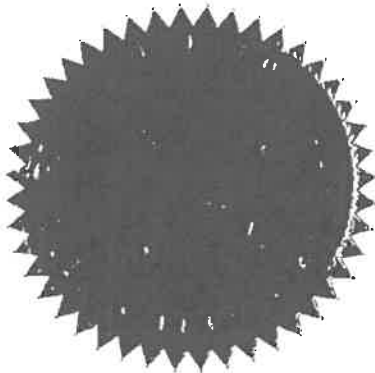


I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a copy of PETITION FOR DISCONNECTION FROM THE VILLAGE OF LOMBARD PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 714 W. HILL PIN: 05-12-207-033 AND 718 W. HILL PIN: 05-12-207-032

of the said Village as it appears from the official records of said Village duly approved August 4, 2009.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 2nd day of September, 2009.



Barbara A. Johnson

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

**PETITION FOR DISCONNECTION
FROM THE VILLAGE OF LOMBARD
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

This Petition for Disconnection, dated this 4TH day of AUGUST, 2009, is made by JEAN NOORLAG ~~NOORLAG REAL ESTATE GROUP~~ (hereinafter referred to as OWNER), to the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE").

WITNESSETH:

WHEREAS, the OWNER is the owner of certain real property, which is legally described on EXHIBIT "A" attached hereto and made part hereof (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the PROPERTY is currently situated within the corporate limits of the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and

WHEREAS, the PROPERTY is not contiguous to the corporate limits of any other municipality; and

WHEREAS, attached hereto as EXHIBIT "B," and made part hereof, is the certificate of the DuPage County Clerk, showing that all VILLAGE taxes and assessments relative to the PROPERTY have been paid in full; and

WHEREAS, the OWNER~~S~~ desire to disconnect the PROPERTY from the VILLAGE;

NOW, THEREFORE, the OWNER~~S~~ hereby specifically petition and request that the VILLAGE take all necessary and appropriate actions required to disconnect the PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.

OWNER: JEAN S. NOORLAG
By: OWNER
Name: JEAN S. NOORLAG
Title: _____

Attest: _____
Name: Lynne M. Hulse
Title: _____

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 4TH day of
AUGUST, 2009.

By: [Signature]
Name: MICHAEL TOTT
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid,
DO HEREBY CERTIFY that the above-named JEAN NOORLAG and
_____, personally known to me to be the _____
and _____ of OWNER, _____,
and also personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such _____ and _____
of OWNER, _____, appeared before me this day in person and
acknowledged that as such _____ and _____ of
OWNER, _____, they signed and delivered the said
instrument, as their free and voluntary act, on behalf of OWNER,
_____, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 31ST day of July,
2009.

My Commission expires 4-16-2011.

Susan K. Clutter
Notary Public



EXHIBIT "A"

**LEGAL DESCRIPTION OF THE PROPERTY,
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2**

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

EXHIBIT "B"

**COUNTY CLERK CERTIFICATION
THAT ALL VILLAGE OF LOMBARD
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

Gary A. King,
DuPage County Clerk

By: 

Name: GARY A KING

Title: COUNTY CLERK

Date: 9/1/09

(SEAL)

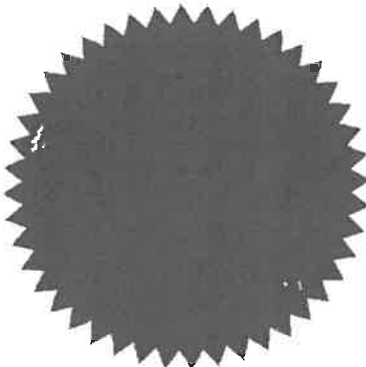


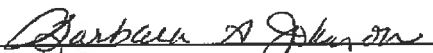
I, **Barbara A. Johnson**, hereby certify that I am the duly qualified Deputy Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Deputy Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a
copy of ORDINANCE 6399
AN ORDINANCE AUTHORIZING THE EXECUTION OF
A DISCONNECTION AGREEMENT
714 & 718 W. HILL AVENUE
P.I.N.: 05-12-207-033 & 05-12-207-032

of the said Village as it appears from the official records
of said Village duly approved October 15, 2009.

In **Witness Whereof**, I have hereunto affixed my official signature and
the Corporate Seal of said **Village of Lombard**, Du Page County,
Illinois this 19th day of October, 2009.




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



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

OCT. 28, 2009

11:25 AM

PLAT

05-12-207-033

023 PAGES

R2009-163400

ORDINANCE 6400

ORDINANCE DISCONNECTING CERTAIN PROPERTY FROM THE VILLAGE OF LOMBARD

PIN: 05-12-207-033 and 05-12-207-032

Address: 714 and 718 W. Hill Avenue, Lombard, IL 60148

(OTHERWISE KNOWN AS: 21W180 CORN CROWN 60137)

Return To:

**Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148**

ORDINANCE NO. 6400

**AN ORDINANCE DISCONNECTING
CERTAIN PROPERTY FROM THE VILLAGE OF LOMBARD**

(714 W. Hill Ave & 718 W. Hill Ave)

WHEREAS, the provisions of 65 ILCS 5/7-3-4 and 5/7-3-5 grant the Village of Lombard (hereinafter the "Village") the right to disconnect territory that is within the corporate limits of the Village, and is on the border of said corporate limits, upon receipt of a written petition to do so, signed by the owners of record of a majority of the area of the land within said territory; and

WHEREAS, that certain property, commonly known as 714 W. Hill Ave & 718 W. Hill Ave and legally described in Section 1 below, (hereinafter the "Subject Properties"), is located within the corporate limits of the Village, but is on the border of said corporate limits; and

WHEREAS, a Petition for Disconnection, a copy of which is attached hereto as EXHIBIT A and made a part hereof, has been submitted to the Village, relative to the Subject Properties, pursuant to 65 ILCS 5/7-3-4 and 5/7-3-5; and

WHEREAS, a Plat of Disconnection for the Subject Property, a copy of which is attached hereto as EXHIBIT B and made a part hereof, has been submitted to the Village and found to be acceptable; and

WHEREAS, the statutory provisions of 65 ILCS 5/7-3-4 and 5/7-3-5, as amended, for the disconnection of territory from the Village, have been fully complied with; and

WHEREAS, it is in the best interests of the Village that the Subject Properties be disconnected from the Village;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

Ordinance No. 6400
Hill Avenue Disconnection

SECTION 1: That the following-described property is, pursuant to 65 ILCS 5/7-3-4 and

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave,
Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave,
Lombard, Illinois.

along with those portions of Hill Avenue and Glen Oak Road adjacent thereto.

SECTION 2: That the Village Clerk is hereby directed to record with the Recorder of Deeds of DuPage County, Illinois, and to file with the County Clerk of DuPage County, Illinois:

- A. A copy of this Ordinance certified by the Village Clerk; and
- B. A plat of the disconnected territory, said plat to be attached to the aforesaid certified copy of this Ordinance (EXHIBIT B);

within ninety (90) days of the adoption of this Ordinance.

Ordinance No. 6400
Hill Avenue Disconnection

SECTION 3: That the Village Clerk is hereby directed to notify the election authority having jurisdiction in the territory hereby disconnected, and the post office branch serving the territory hereby disconnected, of said disconnection, by certified mail, return receipt requested, within thirty (30) days of the adoption of this Ordinance.

SECTION 4: That the various provisions of this Ordinance are to be considered severable, and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 5: That all Ordinances or parts of Ordinances in conflict or which are inconsistent with this Ordinance shall be repealed to the extent of any such conflict or inconsistency.

SECTION 6: That this Ordinance shall be in full force and effect after its adoption, approval and publication in pamphlet form as provided by law.

Passed on first reading this 1st day of October, 2009.

First reading waived by action of the Board of Trustees this _____ day of _____, 2009.

Passed on second reading this 15th day of October, 2009, pursuant to a roll call vote as follows:


AYES: Trustees Gron, Tross, Wilson, Moreau, Fitzpatrick and Ware

NAYS: None


ABSENT: None

APPROVED by me this 15th day of October, 2009.

Ordinance No. 6400
Hill Avenue Disconnection


William J. Mueller, Village President

ATTEST:


Brigitte O'Brien, Village Clerk

Published by me in pamphlet form this 19th day of October, 2009.


Brigitte O'Brien, Village Clerk

Ordinance No. _____
Hill Avenue Disconnection

EXHIBIT A
PETITION FOR DISCONNECTION

(see attached)

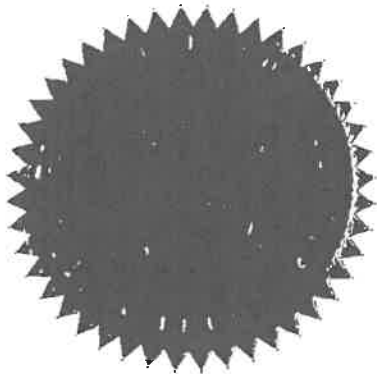


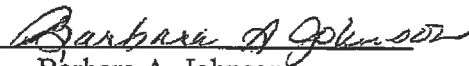
I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a copy of PETITION FOR DISCONNECTION FROM THE VILLAGE OF LOMBARD PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 714 W. HILL PIN: 05-12-207-033 AND 718 W. HILL PIN: 05-12-207-032

of the said Village as it appears from the official records of said Village duly approved August 4, 2009.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 2nd day of September, 2009.





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

**PETITION FOR DISCONNECTION
FROM THE VILLAGE OF LOMBARD
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

This Petition for Disconnection, dated this 4TH day of AUGUST, 2009, is made by JEAN NOORLAG NOORLAG REAL ESTATE GROUP (hereinafter referred to as OWNER), to the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE").

WITNESSETH:

WHEREAS, the OWNER is the owner of certain real property, which is legally described on EXHIBIT "A" attached hereto and made part hereof (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the PROPERTY is currently situated within the corporate limits of the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and

WHEREAS, the PROPERTY is not contiguous to the corporate limits of any other municipality; and

WHEREAS, attached hereto as EXHIBIT "B," and made part hereof, is the certificate of the DuPage County Clerk, showing that all VILLAGE taxes and assessments relative to the PROPERTY have been paid in full; and

WHEREAS, the OWNERS~~S~~ desire to disconnect the PROPERTY from the VILLAGE;

NOW, THEREFORE, the OWNERS~~S~~ hereby specifically petition and request that the VILLAGE take all necessary and appropriate actions required to disconnect the PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.

OWNER: JEAN S. NOORLAG
By: OWNER
Name: JEAN S. NOORLAG
Title: _____

Attest:
Name: Lynne A. Hulis
Title: _____

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 4TH day of
AUGUST, 2009.

By: [Signature]
Name: MICHAEL POTT
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid,
DO HEREBY CERTIFY that the above-named JEAN NOORLAG and
_____, personally known to me to be the _____
and _____ of OWNER, _____,
and also personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such _____ and _____
of OWNER, _____, appeared before me this day in person and
acknowledged that as such _____ and _____ of
OWNER, _____, they signed and delivered the said
instrument, as their free and voluntary act, on behalf of OWNER,
_____, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 31ST day of July,
2009.

My Commission expires 4-16-2011.

Susan K. Clutter
Notary Public



EXHIBIT "A"

**LEGAL DESCRIPTION OF THE PROPERTY,
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2**

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

EXHIBIT "B"

**COUNTY CLERK CERTIFICATION
THAT ALL VILLAGE OF LOMBARD
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

Gary A. King,
DuPage County Clerk

By: 

Name: GARY A KING

Title: COUNTY CLERK

Date: 9/1/09

(SEAL)

Ordinance No. _____
Hill Avenue Disconnection

EXHIBIT B

PLAT OF DISCONNECTION

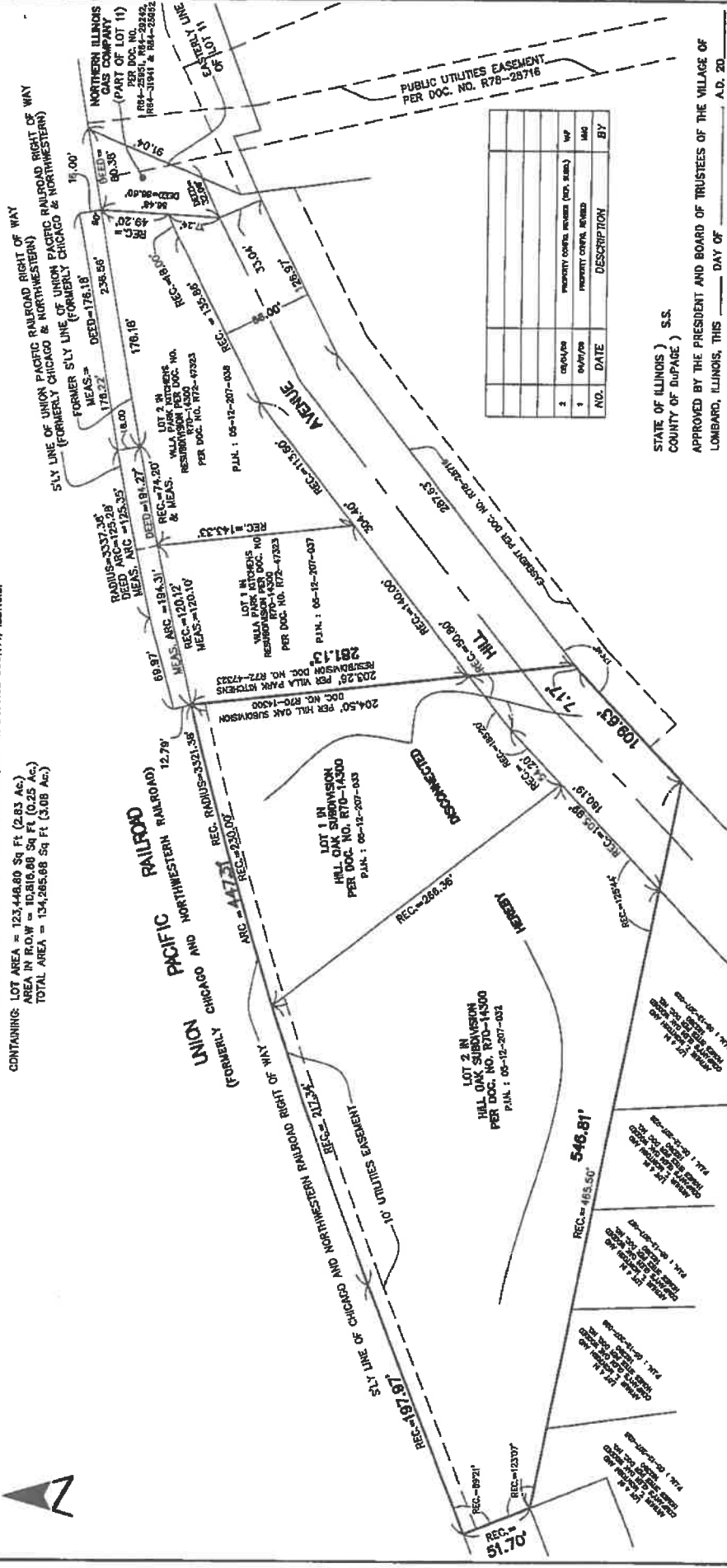
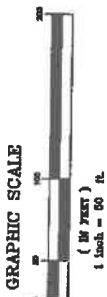
(see attached)

PLAT OF DISCONNECT

FROM THE VILLAGE OF LOMBARD, ILLINOIS

OF
 LOTS 1 AND 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 36 NORTH,
 RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE 1979 AS
 DOCUMENT NUMBER 870-14300, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHWESTERLY OF AND
 ADJOINING SAID LOTS 1 AND 2 IN HILL OAK SUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: LOT AREA = 123,448.80 Sq Ft (2.83 Ac.)
 AREA IN R.O.W. = 10,216.80 Sq Ft (0.25 Ac.)
 TOTAL AREA = 134,265.68 Sq Ft (3.08 Ac.)



NO.	DATE	DESCRIPTION	BY
1	04/17/98	PROPERTY CORN. REVISED	MAG
2	05/11/98	PROPERTY CORN. REVISED (REV. SURV.)	MAG

STATE OF ILLINOIS) S.S.
 COUNTY OF DU PAGE)
 APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
 LOMBARD, ILLINOIS, THIS _____ DAY OF _____ A.D. 20____

PRESIDENT _____
 VILLAGE CLERK _____
 STATE OF ILLINOIS) S.S.
 COUNTY OF DU PAGE)

WE, GENTILE AND ASSOCIATES, INC. HEREBY CERTIFY THAT THIS PLAT
 HAS BEEN PREPARED AND UNDER THE SUPERVISION OF THE PROPERTY
 DESCRIBED FOR THE PURPOSE OF ANNEXATION FROM AVAILABLE
 RECORDS TO THE VILLAGE OF LOMBARD, ILLINOIS.
 BY: _____ FEBRUARY 10, _____ A.D. 20 09 _____

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. _____
 MY LICENSE EXPIRES NOVEMBER 30, 2010.

STATE OF ILLINOIS) S.S.
 COUNTY OF DU PAGE)
 APPROVED BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE VILLAGE OF
 LOMBARD, ILLINOIS, THIS _____ DAY OF _____ A.D. 20____
 DIRECTOR OF COMMUNITY DEVELOPMENT, VILLAGE OF LOMBARD

STATE OF ILLINOIS) S.S.
 COUNTY OF DU PAGE)
 THIS INSTRUMENT NUMBER _____
 DUPAGE COUNTY, ILLINOIS, AFORESAID, ON THE _____ DAY OF _____ A.D. 20____
 AT _____ O'CLOCK _____ M.
 DUPAGE COUNTY RECORDER OF DEEDS

ORDERED BY: VILLAGE OF LOMBARD, DEPARTMENT
 OF COMMUNITY DEVELOPMENT
 253 E. WILSON ROAD
 LOMBARD, ILLINOIS 60148
 RETURN TO: VILLAGE OF LOMBARD
 255 E. WILSON ROAD
 LOMBARD, ILLINOIS 60148
 PREPARED BY:

GENTILE & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 550 E. ST. CHARLES PLACE
 LOMBARD, ILLINOIS 60148
 PHONE (630) 916-8822
 FAX (630) 916-8224

PREPARED FOR: VILLAGE OF LOMBARD DEPT. OF COMMUNITY DEVELOPMENT
 DRAWING NO. 148-19812-00PLAT OF DISCONNECT
 ORDER NO. 109-19812-00PLAT OF DISCONNECT

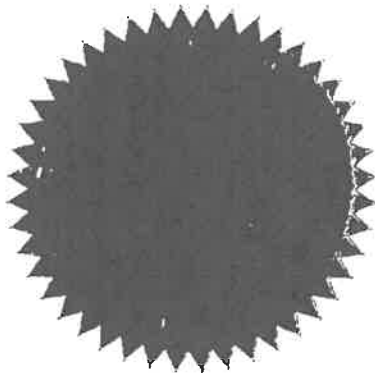


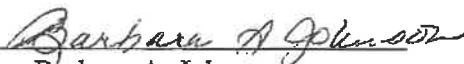
I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a copy of PETITION FOR DISCONNECTION FROM THE VILLAGE OF LOMBARD PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 714 W. HILL PIN: 05-12-207-033 AND 718 W. HILL PIN: 05-12-207-032

of the said Village as it appears from the official records of said Village duly approved August 4, 2009.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 2nd day of September, 2009.





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

**PETITION FOR DISCONNECTION
FROM THE VILLAGE OF LOMBARD
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

This Petition for Disconnection, dated this 4TH day of AUGUST, 2009, is made by JEAN NOORLAG NOORLAG REAL ESTATE GROUP (hereinafter referred to as OWNER), to the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE").

WITNESSETH:

WHEREAS, the OWNER is the owner of certain real property, which is legally described on EXHIBIT "A" attached hereto and made part hereof (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the PROPERTY is currently situated within the corporate limits of the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and

WHEREAS, the PROPERTY is not contiguous to the corporate limits of any other municipality; and

WHEREAS, attached hereto as EXHIBIT "B," and made part hereof, is the certificate of the DuPage County Clerk, showing that all VILLAGE taxes and assessments relative to the PROPERTY have been paid in full; and

WHEREAS, the OWNERS~~S~~ desire to disconnect the PROPERTY from the VILLAGE;

NOW, THEREFORE, the OWNERS~~S~~ hereby specifically petition and request that the VILLAGE take all necessary and appropriate actions required to disconnect the PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.

OWNER: Sean S. Noorlag
By: OWNER
Name: SEAN S. NOORLAG
Title: _____

Attest: _____
Name: Lynne A. Hulis
Title: _____

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 4TH day of AUGUST, 2009.

By: [Signature]
Name: MICHAEL POTH
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named JEAN NOORLAG and _____, personally known to me to be the _____ and _____ of OWNER, _____, and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ of OWNER, _____, appeared before me this day in person and acknowledged that as such _____ and _____ of OWNER, _____, they signed and delivered the said instrument, as their free and voluntary act, on behalf of OWNER, _____, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 31ST day of July, 2009.

My Commission expires 4-16-2011.

Susan K. Clutter
Notary Public



EXHIBIT "A"

**LEGAL DESCRIPTION OF THE PROPERTY,
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2**

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

EXHIBIT "B"

**COUNTY CLERK CERTIFICATION
THAT ALL VILLAGE OF LOMBARD
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-033;

COMMON ADDRESS: 714 W. Hill Ave
Lombard, Illinois.

2. PARCEL #2:

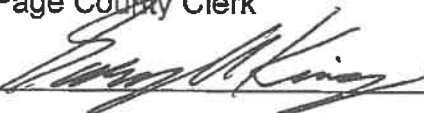
LEGAL DESCRIPTION:

LOT 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-032;

COMMON ADDRESS: 718 W. Hill Ave
Lombard, Illinois.

Gary A. King,
DuPage County Clerk

By: 

Name: GARY A KING

Title: COUNTY CLERK

Date: 9/1/09

(SEAL)

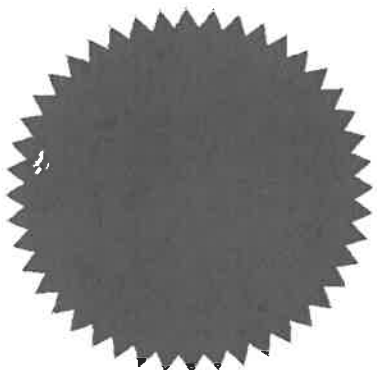


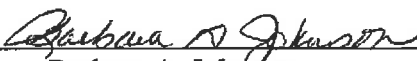
I, **Barbara A. Johnson**, hereby certify that I am the duly qualified Deputy Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Deputy Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

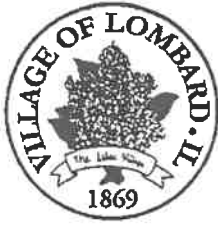
I further certify that attached hereto is a
copy of ORDINANCE 6400
AN ORDINANCE DISCONNECTING CERTAIN
PROPERTY FROM THE VILLAGE OF LOMBARD
714 & 718 W. HILL AVENUE
P.I.N.: 05-12-207-033 & 05-12-207-032

of the said Village as it appears from the official records
of said Village duly approved October 15, 2009.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 19th day of October, 2009.




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



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
OCT. 28, 2009 11:25 AM
OTHER 05-12-207-038
027 PAGES R2009-163401

ORDINANCE 6401

AUTHORIZING THE EXECUTION OF A DISCONNECTION AGREEMENT

PIN: 05-12-207-038 and 05-12-207-037
Address: 700-710 and 712 W. Hill Avenue,
Lombard, IL 60148

(OTHERWISE KNOWN AS 214120 GLEN ELM, IL 60137)

Return To:
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

ORDINANCE 6401

**AN ORDINANCE AUTHORIZING THE
EXECUTION OF A DISCONNECTION AGREEMENT**

(BOT 09-02: 712 W. Hill Ave. & 700-710 W. Hill Ave.)

(See also Ordinance No.(s) 6399, 6400 & 6402)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Disconnection Agreement (hereinafter the "Agreement") pertaining to the properties located at 712 W. Hill Ave. & 700-710 W. Hill Ave., 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 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 5/7-3-4, as amended, for the execution of said Agreement have been complied with.

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 712 W. Hill Ave. & 700-710 W. Hill Ave., Lombard, Illinois containing 1.08 acres more or less and legally described as follows:

PARCEL #1:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11,

Ordinance No. 6401

Re: BOT 09-02

Page 2

1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS, AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037;

COMMON ADDRESS: 712 W. Hill Ave. Lombard, Illinois.

PARCEL #2:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS, AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG

Ordinance No. 6401

Re: BOT 09-02

Page 3

THE THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22'=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-038;

COMMON ADDRESS: 700-710 W. Hill Ave. Lombard, Illinois.

along with those portions of Hill Avenue and Glen Oak Road adjacent thereto.

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 1st day of October, 2009.

First reading waived by action of the Board of Trustees this _____ day of _____, 2009.

Passed on second reading this 15th day of October, 2009.

Ayes: Trustees Gron, Tross, Wilson, Moreau, Fitzpatrick and Ware

Nays: None

Absent: None

Approved this 15th day of October, 2009.


William J. Mueller, Village President

Ordinance No. 6401

Re: BOT 09-02

Page 4

ATTEST:



Brigitte O'Brien, Village Clerk

Published this 19th day of October, 2009.



Brigitte O'Brien, Village Clerk

DISCONNECTION AGREEMENT

This DISCONNECTION AGREEMENT ("Agreement") is made and entered into this 4 day of May, 2009, by and between the Village of Lombard, a municipal corporation ("Village"); and G. VINCENT COYER ("Owner");

WITNESSETH:

WHEREAS, Owner is the record owner of the property legally described in EXHIBIT A, attached hereto and made a part hereof ("Subject Property"); and

WHEREAS, the Subject Property is within the existing corporate boundaries of the Village; and

WHEREAS, Owner is desirous of disconnecting the entirety of the Subject Property from the Village pursuant to provisions of 65ILCS 5/7-3-4; and

WHEREAS, the Village has no objection to the disconnection of the Subject Property from the Village; and

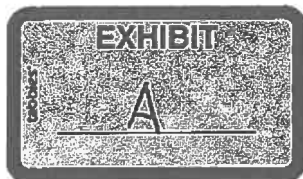
WHEREAS, the Subject Property consists of approximately 1.08 acres of land; and

WHEREAS, all owner(s) of record of the Subject Property have signed a Petition for Disconnection of the Subject Property and delivered same to the Village a copy of which is attached hereto as EXHIBIT B and made part hereof (the "Disconnection Petition"); and

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, the Village and the Owner agree as follows:

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

2. **Disconnection:** The Village shall upon the approval of this agreement, take all necessary actions to disconnect the Subject Property from the Village pursuant to 65ILCS 5/7-3-4.



3. **Zoning:** Upon disconnection of the Subject Property from the Village as set forth herein, the Subject Property shall be subject to the applicable provisions of the DuPage County Zoning Code until annexed by another municipality.

4. **Water and Sanitary Sewer Utilities:** The Subject Property is currently connected to and is served by the Village's water and sanitary sewer service systems. Subsequent to the disconnection of the Subject Property, the Village, subject to all rules, regulations and ordinances of the Village, will continue to supply sanitary sewer service and water service to the Subject Property at an "in-Village" rate, to such capacity and in such amounts as will adequately service the Subject Property as currently provided. However, the Village the provision of water services shall be subject to the following requirements:

- A. Upon annexation of the Subject Property to another municipality, the Subject Property shall immediately relinquish water service rights with the Village upon the installation of water mains within the adjacent Hill Avenue right-of-way to the Subject Property from the municipality or another public utility service entity.
- B. If the Subject Property has not been annexed into another municipality within a ten (10) year time period (after the date of the disconnection), the Owner and Village shall enter into an agreement extension addressing potential time extension(s) as determined by the mutual consent of the parties.
- C. During the time period between disconnection from the Village and annexation into another municipality, the Owner of the Subject Property shall receive prior written consent from the Village, prior to the Subject Property being redeveloped in a manner that requires an increased demand for water service. However, this section shall not be construed as requiring that the Village is obligated to approve any permits that provide for an increase in water services.

Such increases in water services shall include, but are not limited to:

- (1) Expansion of any existing principal structures;
- (2) Construction of a new principal structure;
- (3) An increased number of water connections (excluding life-safety devices); and
- (4) Complete redevelopment of the Subject Property.

5. **Reserve Clause:** The requirements outlined in this Agreement shall not prevent another municipality from providing water service to the Subject Property.

6. **Fire Protection:** To the extent that fire protection service is unavailable to the Subject Property by another fire protection entity after disconnection from the Village, the Village agrees to continue to provide such services under the provisions of Chapter 33 of the Lombard Village Code, including the imposition of applicable service fees.

7. **Police Protection:** Upon its disconnection from the Village, the Subject Property shall no longer be under jurisdiction of Village law enforcement; however, policing services shall immediately commence by the DuPage County Sheriff's Department.

8. **General Provisions:**

A. **Notices:** Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed telefacsimile transmission provided a hard copy of such notice is deposited in the regular mail addressed to the recipient within twenty-four hours following the telefacsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

- (1) If to the Village or
Corporate Authorities:

President and Board of Trustees
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

With a copy to:

- (a) Village Manager
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

- (b) Director of Community Development
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Phone: (630) 620-5700
Fax: (630) 620-8222

- (c) Thomas P. Bayer
KLEIN, THORPE AND JENKINS, LTD.
20 N. Wacker Drive
Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

- (2) If to Owner:

With a copy to:

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

B. Binding Effect:

This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, grantees and lessees.

- C. Survival of Representations: 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.

- D. Captions and Paragraph Headings: The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

- E. Reserved

- F. 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 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.

- G. Village Approval or Direction: 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.

- H. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the Village at no expense to the Owner.

- I. Authorization to Execute: If applicable, the officers of Owner executing this Agreement warrant that they have been lawfully authorized by Owner's Board of Directors to execute this Agreement on behalf of said Owner. The President and Deputy Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and Village shall deliver to each other upon request copies of all bylaws,

joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

- J. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner 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.
- K. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.
- L. 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 this Agreement shall control and govern.
- M. Definition of Village: When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village of Lombard unless the context clearly indicates otherwise.
- N. 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 signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.
- O. 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 the day and year first above written.

VILLAGE:

VILLAGE OF LOMBARD, an Illinois
municipal corporation

ATTEST:

Digitte O'Brien
Village Clerk

By: *William J. Mueller*
President

DATED: _____

OWNER:

ATTEST:

Title: _____
DATED: _____

By: *L. Vincent Cyler - Barbara J. Cyler*
Name: L. VINCENT CYLER - BARBARA J. CYLER
Title: OWNERS

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 19th day of October, 2009.

Commission expires June 10, 2013.

Barbara A Johnson
Notary Public



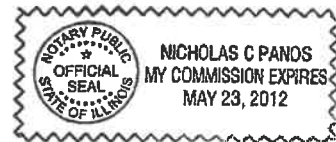
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named G. VINCENT CUYLER and BARBARA J. CUYLER, are personally known to me to be the DWIGES President and _____ Secretary of _____ and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and HAVE respectively, and that they appeared before me this day in Person and severally acknowledged that as such They President and _____ Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth, and the said _____, then and there acknowledged that said _____ Secretary as custodian of the corporate seal of said Corporation caused said seal to be affixed to said instrument as said _____ Secretary's own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 4th day of May, 2009.

Commission expires MAY 23, 2012

Nicholas C Panos
Notary Public



SCHEDULE OF EXHIBITS

EXHIBIT A: Legal Description of Subject Property

EXHIBIT B: Disconnection Petition

EXHIBIT A

PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS, AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037 ;

COMMON ADDRESS: 712 W. Hill Ave. Lombard, Illinois.

PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS, AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22'=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-038 ;

COMMON ADDRESS: 700-710 W. Hill Ave. Lombard, Illinois.

EXHIBIT B

Disconnection Petition

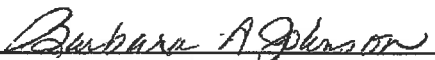


I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

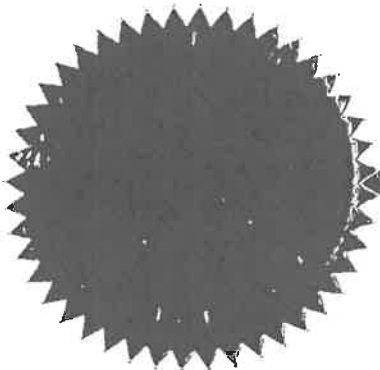
I further certify that attached hereto is a copy of PETITION FOR DISCONNECTION FROM THE VILLAGE OF LOMBARD PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 712 W. HILL PIN:05-12-207-037 AND 700-710 W. HILL PIN: 05-12-207-038

of the said Village as it appears from the official records of said Village duly approved August 3, 2009.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 2nd day of September, 2009.



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



**PETITION FOR DISCONNECTION
FROM THE VILLAGE OF LOMBARD
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

This Petition for Disconnection, dated this 3RD day of AUGUST, 2009, is made by L. VINCENT CUTLER (hereinafter referred to as OWNER), to the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE").

WITNESSETH:

WHEREAS, the OWNER is the owner of certain real property, which is legally described on EXHIBIT "A" attached hereto and made part hereof (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the PROPERTY is currently situated within the corporate limits of the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and

WHEREAS, the PROPERTY is not contiguous to the corporate limits of any other municipality; and

WHEREAS, attached hereto as EXHIBIT "B," and made part hereof, is the certificate of the DuPage County Clerk, showing that all VILLAGE taxes and assessments relative to the PROPERTY have been paid in full; and

WHEREAS, the OWNERS desire to disconnect the PROPERTY from the VILLAGE;

NOW, THEREFORE, the OWNERS hereby specifically petition and request that the VILLAGE take all necessary and appropriate actions required to disconnect the PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.

OWNER: W VINCENT COYLER
By: [Signature]
Name: W VINCENT COYLER
Title: OWNER

Attest:
Name: _____
Title: _____

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 3RD day of AUGUST, 2009.

By: [Signature]
Name: MICHAEL TOTH
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid,
DO HEREBY CERTIFY that the above-named G. VINCENT CUYLER and
_____, personally known to me to be the _____
and _____ of OWNER, _____,
and also personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such _____ and _____
of OWNER, _____, appeared before me this day in person and
acknowledged that as such _____ and _____ of
OWNER, _____, they signed and delivered the said
instrument, as their free and voluntary act, on behalf of OWNER,
_____, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 3RD day of AUGUST,
2009.

My Commission expires DECEMBER 11, 2010.

Michael Stephan Toth
Notary Public



EXHIBIT "A"

**LEGAL DESCRIPTION OF THE PROPERTY,
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2**

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,
AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037 ;

COMMON ADDRESS: 712 W. Hill Ave. Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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P.I.N.: 05-12-207-038 ;

COMMON ADDRESS: 700-710 W. Hill Ave, Lombard, Illinois.

EXHIBIT "B"

**COUNTY CLERK CERTIFICATION
THAT ALL VILLAGE OF LOMBARD
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

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P.I.N.: 05-12-207-037;

COMMON ADDRESS: 712 W. Hill Ave. Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22'=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-038 ;

COMMON ADDRESS: 700-710 W. Hill Ave, Lombard, Illinois.

Gary A. King,
DuPage County Clerk

By: 

Name: GARY A KING

Title: COUNTY CLERK

Date: 9/1/09

(SEAL)



I, **Barbara A. 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.

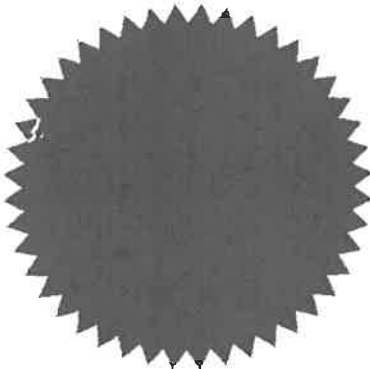
I further certify that attached hereto is a
copy of ORDINANCE 6401

AN ORDINANCE AUTHORIZING THE EXECUTION OF
A DISCONNECTION AGREEMENT FOR 712 & 700-710
W. HILL AVENUE

P.I.N.: 05-12-207-037 & 05-12-207-038

of the said Village as it appears from the official records
of said Village duly approved October 15, 2009.

In Witness Whereof, I have hereunto affixed my official signature and
the Corporate Seal of said **Village of Lombard**, Du Page County,
Illinois this 19th day of October, 2009.



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



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
OCT. 28, 2009 11:25 AM
PLAT 05-12-207-038
027 PAGES R2009-163402

ORDINANCE 6402

ORDINANCE DISCONNECTING CERTAIN PROPERTY FROM THE VILLAGE OF LOMBARD

PIN: 05-12-207-038 and 05-12-207-037
Address: 700-710 and 712 W. Hill Avenue,
Lombard, IL 60148

(OTHERWISE KNOWN AS 21 W 200 COLON ELYN IL 60137)

Return To:
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

ORDINANCE NO. 6402

**AN ORDINANCE DISCONNECTING
CERTAIN PROPERTY FROM THE VILLAGE OF LOMBARD**

(712 W. Hill Ave & 700-710 W. Hill Ave)

WHEREAS, the provisions of 65 ILCS 5/7-3-4 and 5/7-3-5 grant the Village of Lombard (hereinafter the "Village") the right to disconnect territory that is within the corporate limits of the Village, and is on the border of said corporate limits, upon receipt of a written petition to do so, signed by the owners of record of a majority of the area of the land within said territory; and

WHEREAS, that certain property, commonly known as 712 W. Hill Ave & 700-710 W. Hill Ave and legally described in Section 1 below, (hereinafter the "Subject Properties"), is located within the corporate limits of the Village, but is on the border of said corporate limits; and

WHEREAS, a Petition for Disconnection, a copy of which is attached hereto as EXHIBIT A and made a part hereof, has been submitted to the Village, relative to the Subject Properties, pursuant to 65 ILCS 5/7-3-4 and 5/7-3-5; and

WHEREAS, a Plat of Disconnection for the Subject Property, a copy of which is attached hereto as EXHIBIT B and made a part hereof, has been submitted to the Village and found to be acceptable; and

WHEREAS, the statutory provisions of 65 ILCS 5/7-3-4 and 5/7-3-5, as amended, for the disconnection of territory from the Village, have been fully complied with; and

WHEREAS, it is in the best interests of the Village that the Subject Properties be disconnected from the Village;

Ordinance No. 6402
Hill Avenue Disconnection

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

SECTION 1: That the following-described property is, pursuant to 65 ILCS 5/7-3-4 and

1. **PARCEL #1:**

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALLY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38"=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037;

COMMON ADDRESS: 712 W. Hill Ave. Lombard, Illinois.

2. **PARCEL #2:**

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST

Ordinance No. 6402
Hill Avenue Disconnection

QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-038 ;

COMMON ADDRESS: 700-710 W. Hill Ave. Lombard, Illinois.

along with those portions of Hill Avenue and Glen Oak Road adjacent thereto.

SECTION 2: That the Village Clerk is hereby directed to record with the Recorder of Deeds of DuPage County, Illinois, and to file with the County Clerk of DuPage County, Illinois:

- A. A copy of this Ordinance certified by the Village Clerk; and
- B. A plat of the disconnected territory, said plat to be attached to the aforesaid certified copy of this Ordinance (EXHIBIT B);

within ninety (90) days of the adoption of this Ordinance.

SECTION 3: That the Village Clerk is hereby directed to notify the election authority having jurisdiction in the territory hereby disconnected, and the post office branch serving the

Ordinance No. 6402
Hill Avenue Disconnection

territory hereby disconnected, of said disconnection, by certified mail, return receipt requested, within thirty (30) days of the adoption of this Ordinance.

SECTION 4: That the various provisions of this Ordinance are to be considered severable, and if any part or portion of this Ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 5: That all Ordinances or parts of Ordinances in conflict or which are inconsistent with this Ordinance shall be repealed to the extent of any such conflict or inconsistency.

SECTION 6: That this Ordinance shall be in full force and effect after its adoption, approval and publication in pamphlet form as provided by law.

Passed on first reading this 1st day of October, 2009.

First reading waived by action of the Board of Trustees this ____ day of _____, 2009.


Passed on second reading this 15th day of October, 2009, pursuant to a roll call vote as follows:

AYES: Trustees Gron, Tross, Wilson, Moreau, Fitzpatrick and Ware

NAYS: None

ABSENT: None

APPROVED by me this 15th day of October, 2009.


William J. Mueller, Village President


ATTEST:

Ordinance No. 6402
Hill Avenue Disconnection



Brigitte O'Brien, Village Clerk

Published by me in pamphlet form this 19th day of October, 2009.



Brigitte O'Brien, Village Clerk

Ordinance No. _____
Hill Avenue Disconnection

EXHIBIT A

PETITION FOR DISCONNECTION

(see attached)

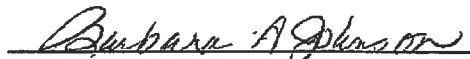


I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

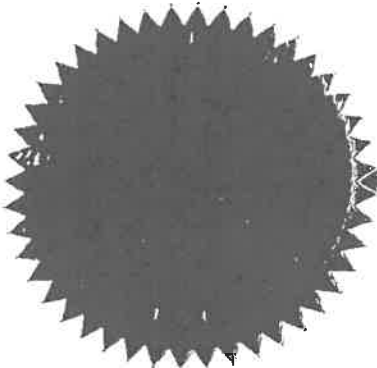
I further certify that attached hereto is a copy of PETITION FOR DISCONNECTION FROM THE VILLAGE OF LOMBARD PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 712 W. HILL PIN:05-12-207-037 AND 700-710 W. HILL PIN: 05-12-207-038

of the said Village as it appears from the official records of said Village duly approved August 3, 2009.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 2nd day of September, 2009.



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



**PETITION FOR DISCONNECTION
FROM THE VILLAGE OF LOMBARD
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

This Petition for Disconnection, dated this 3RD day of AUGUST, 2009, is made by L. VINCENT CUYLER (hereinafter referred to as OWNER), to the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE").

WITNESSETH:

WHEREAS, the OWNER is the owner of certain real property, which is legally described on EXHIBIT "A" attached hereto and made part hereof (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the PROPERTY is currently situated within the corporate limits of the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and

WHEREAS, the PROPERTY is not contiguous to the corporate limits of any other municipality; and

WHEREAS, attached hereto as EXHIBIT "B," and made part hereof, is the certificate of the DuPage County Clerk, showing that all VILLAGE taxes and assessments relative to the PROPERTY have been paid in full; and

WHEREAS, the OWNERS desire to disconnect the PROPERTY from the VILLAGE;

NOW, THEREFORE, the OWNERS hereby specifically petition and request that the VILLAGE take all necessary and appropriate actions required to disconnect the PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.

OWNER: G. VINCENT CUTLER

By: [Signature]

Name: G. VINCENT CUTLER

Title: OWNER

Attest:

Name: _____

Title: _____

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 3RD day of AUGUST, 2009.

By: [Signature]

Name: MICHAEL TOTH

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named G. VINCENT CUYLER and _____, personally known to me to be the _____ and _____ of OWNER, _____, and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ of OWNER, _____, appeared before me this day in person and acknowledged that as such _____ and _____ of OWNER, _____, they signed and delivered the said instrument, as their free and voluntary act, on behalf of OWNER, _____, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 3RD day of AUGUST, 2009.

My Commission expires DECEMBER 11, 2010.



Notary Public



EXHIBIT "A"

**LEGAL DESCRIPTION OF THE PROPERTY,
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2**

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALLY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037;

COMMON ADDRESS: 712 W. Hill Ave. Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22'=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-038;

COMMON ADDRESS: 700-710 W. Hill Ave. Lombard, Illinois.

EXHIBIT "B"

**COUNTY CLERK CERTIFICATION
THAT ALL VILLAGE OF LOMBARD
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

1. **PARCEL #1:**

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALLY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037 ;

COMMON ADDRESS: 712 W. Hill Ave. Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,
AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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P.I.N.: 05-12-207-038;

COMMON ADDRESS: 700-710 W. Hill Ave. Lombard, Illinois.

Gary A. King,
DuPage County Clerk

By: 

Name: GARY A KING

Title: COUNTY CLERK

Date: 9/1/09

(SEAL)

Ordinance No. _____
Hill Avenue Disconnection

EXHIBIT B

PLAT OF DISCONNECTION

(see attached)

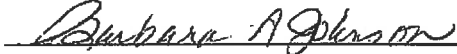


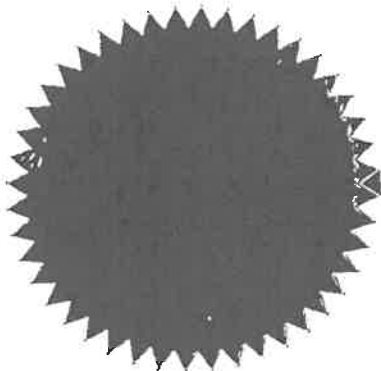
I, **Brigitte O'Brien**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a
copy of PETITION FOR DISCONNECTION
FROM THE VILLAGE OF LOMBARD PURSUANT TO THE
PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5 712 W. HILL
PIN:05-12-207-037 AND 700-710 W. HILL PIN: 05-12-207-038

of the said Village as it appears from the official records
of said Village duly approved August 3, 2009.

In Witness Whereof, I have hereunto affixed my official signature and
the Corporate Seal of said **Village of Lombard**, Du Page County,
Illinois this 2nd day of September, 2009.


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



**PETITION FOR DISCONNECTION
FROM THE VILLAGE OF LOMBARD
PURSUANT TO THE PROVISIONS OF 65 ILCS 5/7-3-4 AND 5/7-3-5**

This Petition for Disconnection, dated this 3RD day of AUGUST, 2009, is made by L. VINCENT CUYLER (hereinafter referred to as OWNER), to the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE").

WITNESSETH:

WHEREAS, the OWNER is the owner of certain real property, which is legally described on EXHIBIT "A" attached hereto and made part hereof (hereinafter referred to as the "PROPERTY"); and

WHEREAS, the PROPERTY is currently situated within the corporate limits of the VILLAGE, but is on the border of the VILLAGE'S corporate limits; and

WHEREAS, the PROPERTY is not contiguous to the corporate limits of any other municipality; and

WHEREAS, attached hereto as EXHIBIT "B," and made part hereof, is the certificate of the DuPage County Clerk, showing that all VILLAGE taxes and assessments relative to the PROPERTY have been paid in full; and

WHEREAS, the OWNERS desire to disconnect the PROPERTY from the VILLAGE;

NOW, THEREFORE, the OWNERS hereby specifically petition and request that the VILLAGE take all necessary and appropriate actions required to disconnect the PROPERTY from the VILLAGE pursuant to 65 ILCS 5/7-3-4 AND 5/7-3-5.

OWNER: G VINCENT COYLER

By: [Signature]

Name: G VINCENT COYLER

Title: OWNER

Attest:

Name: _____

Title: _____

RECEIVED by me on behalf of the VILLAGE OF LOMBARD this 3RD day of AUGUST, 2009.

By: [Signature]

Name: MICHAEL TOSTI

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named G. VINCENT CUYLER and _____, personally known to me to be the _____ and _____ of OWNER, _____, and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ of OWNER, _____, appeared before me this day in person and acknowledged that as such _____ and _____ of OWNER, _____, they signed and delivered the said instrument, as their free and voluntary act, on behalf of OWNER, _____, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 3RD day of AUGUST, 2009.

My Commission expires DECEMBER 11, 2010.



Michael Stephan Toth
Notary Public

EXHIBIT "A"

**LEGAL DESCRIPTION OF THE PROPERTY,
WHICH CONSISTS OF PARCEL #1 AND PARCEL #2**

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037 ;

COMMON ADDRESS: 712 W. Hill Ave. Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22'=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-038;

COMMON ADDRESS: 700-710 W. Hill Ave. Lombard, Illinois.

EXHIBIT "B"

**COUNTY CLERK CERTIFICATION
THAT ALL VILLAGE OF LOMBARD
TAXES AND ASSESSMENTS ARE PAID**

I, Gary A. King, County Clerk for the County of DuPage, Illinois, hereby certify that the records of my office indicate that as of the date of this certification, all taxes and assessments due the Village of Lombard, relative to the property as legally described below, are fully paid:

1. PARCEL #1:

LEGAL DESCRIPTION:

LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALLY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-037 ;

COMMON ADDRESS: 712 W. Hill Ave. Lombard, Illinois.

2. PARCEL #2:

LEGAL DESCRIPTION:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, TOGETHER WITH THAT PART OF HILL AVENUE RIGHT OF WAY LYING SOUTHEASTERLY OF AND ABUTTING SAID LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AN PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22'=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 05-12-207-038 ;

COMMON ADDRESS: 700-710 W. Hill Ave. Lombard, Illinois.

Gary A. King,
DuPage County Clerk

By: 

Name: GARY A KING

Title: COUNTY CLERK

Date: 9/1/09

(SEAL)

1 3

1 3

Lombard to Glen Ellyn

Hill Avenue

Glen Ellyn Annexation Ordinance



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

NOV. 16, 2018

11:38 AM

PLAT

\$48.00 05-12-207-032

PLAT PAGE COUNT: 1

010 PAGES R2018-107029



Village of Glen Ellyn

Ordinance No. 6631

An Ordinance Annexing

Property Located at 21W180 Hill Avenue

(Proposed Addresses: 1096 Hill Avenue and 1102 Hill Avenue) and

21W200 Hill Avenue (Proposed Addresses: 1108 Hill Avenue and 1118 Hill Avenue)

Glen Ellyn, IL 60137

Adopted by the

President and the Board of Trustees

Of the Village of Glen Ellyn

DuPage County, Illinois

This 8 Day of Oct, 2018.

Published in pamphlet form by the authority
of the President and Board of Trustees of the
Village of Glen Ellyn, DuPage County, Illinois,
this 9 day of Oct, 2018.

PREPARED BY AND MAIL TO:

VILLAGE OF GLEN ELLYN

ATTN: VILLAGE CLERK

535 DUANE STREET

GLEN ELLYN, IL 60137

Ordinance No. 6631

An Ordinance Annexing
Property Located at 21W180 Hill Avenue
(Proposed Addresses: 1096 Hill Avenue and 1102 Hill Avenue) and
21W200 Hill Avenue (Proposed Addresses: 1108 Hill Avenue and 1118 Hill Avenue)
Glen Ellyn, IL 60137

Whereas, Joseph A. Coghill, III, manager of JAC Properties GE, LLC, owner of 21W180 Hill Avenue, and G. Vincent and Barbara Cuyler, owners of 21W200 Hill Avenue, entered into annexation agreements with the Village of Glen Ellyn on September 9, 2013 pursuant to Ordinance No. 6164; and

Whereas, the owners each submitted a petition to annex the aforementioned properties to the Village of Glen Ellyn pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8; and

Whereas, these annexation petitions, signed by the owners of record of the property hereinafter described, have been filed with the Village Clerk of the Village of Glen Ellyn, DuPage County, Illinois, copies of which are attached hereto as Exhibit "A"; and

Whereas, said properties are not within the corporate limits of any municipality but are contiguous to the Village of Glen Ellyn; and

Whereas, the properties to be annexed, commonly known as 21W180 Hill Avenue (with proposed new addresses of 1096 Hill Avenue and 1102 Hill Avenue) and 21W200 Hill Avenue (with proposed new addresses of 1108 Hill Avenue and 1118 Hill Avenue) are legally described as follows:

21W180 Hill Avenue

LOTS 1 AND 2 IN HILL OAK SUBDIVISION, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 1970 AS DOCUMENT NUMBER R70-14300 AND CERTIFICATE OF CORRECTION RECORDED MAY 21, 1970 AS DOCUMENT NUMBER R70-15844 IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 05-12-207-032 and 05-12-207-033

21W200 Hill Avenue

PARCEL 1: LOT 1 IN VILLA PARK KITCHENS RESUBDIVISION BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323, ALL IN DUPAGE COUNTY, ILLINOIS,

AND ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LYING NORTH OF AND ABUTTING LOT 1 IN VILLAGE PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2 OF SAID VILLAGE PARK KITCHENS RESUBDIVISION AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREES 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHEAST CORNER OF SAID LOT 1 FOR THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT , BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3321.38 FEET AND A CENTRAL ANGLE OF 02 DEGREES 04 MINUTES 19 SECONDS, AN ARC DISTANCE OF 120.10 FEET (MEAS., REC.=120.12') THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 12.79 FEET; THENCE EASTERLY A DISTANCE OF 69.97 FEET TO A POINT THAT IS 16.00 FEET NORTHERLY OF (MEASURED RADIALLY THERETO) THE NORTH LINE OF VILLA PARK KITCHENS RESUBDIVISION AS AFORESAID; THENCE CONTINUING EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED, 3,337.38'=CALC.), A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 17 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, AN ARC DISTANCE OF 50.75 FEET; THENCE SOUTHEASTERLY 16.00 FEET TO THE POINT OF

BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-12-207-037

PARCEL 2:

LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1972 AS DOCUMENT NUMBER R72-47323 IN DUPAGE COUNTY, ILLINOIS,

AND, ALSO:

THAT PART OF THE UNION PACIFIC RAILROAD RIGHT OF WAY (FORMERLY THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY) LAYING NORTH OF AND ABUTTING LOT 2 IN VILLA PARK KITCHENS RESUBDIVISION AFORESAID, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE THEREOF, A DISTANCE OF 176.18 FEET TO A POINT OF CURVE IN SAID NORTH LINE; THENCE CONTINUING WESTERLY ALONG THE NORTH LINE OF SAID LOT 2, BEING THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 3321.38 FEET, WHOSE CENTRAL ANGLE IS 01 DEGREE 16 MINUTES 48 SECONDS, A DISTANCE OF 74.20 FEET (REC. & MEAS.) TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY RADIAL TO THE LAST DESCRIBED CURVE A DISTANCE OF 16.00 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 3,337.21 FEET (DEED 3,337.38=CALC.), A CENTRAL ANGLE OF 01 DEGREE 16 MINUTES 50 SECONDS, AND BEING NORMALLY PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 74.60 FEET; THENCE EASTERLY ALONG A LINE THAT IS 16.00 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 176.18 FEET (DEED, 176.22'=MEAS.) TO A POINT THAT IS 16.00 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, THE NORTHEAST CORNER OF LOT 2, AFORESAID; THENCE SOUTHERLY 16.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO DOCUMENT RECORDED MARCH 24, 1995, AS NUMBER R95-034450, ALL IN DUPAGE COUNTY, ILLINOIS.

P.I.N: 05-12-207-038

Whereas, the properties to be annexed are identified on the Plat of Annexation, a reduced copy of which is attached hereto as Exhibit "B"; and

Whereas, legal notices regarding the intention of the Village to annex the properties have been sent to all persons and public bodies required to receive such notice by State statute; and

Whereas, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically Chapter 65, Sections 5/7-1-1 and 5/7-1-2 of the Illinois Compiled Statutes; and

Whereas, it is deemed to be in the best interest of the Village of Glen Ellyn that said properties be annexed thereto.

Now, Therefore, Be It Ordained by the President and Board of Trustees of the Village of Glen Ellyn, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section One: The findings of fact set forth hereinabove in the recitals are hereby adopted by the President and Board of Trustees of the Village of Glen Ellyn.

Section Two: Pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the subject properties, legally described herein above, and the adjacent right-of-way are hereby annexed to the Village of Glen Ellyn, DuPage County, Illinois.

Section Three: The Village President and Village Clerk are hereby authorized to execute the Plat of Annexation for the properties, a reduced copy of which is attached hereto as Exhibit "B".

Section Four: The Village of Glen Ellyn Zoning Map shall be and is hereby amended to show the properties as incorporated within the Village limits.

Section Five: The Village Clerk shall be and is hereby authorized and directed to cause a certified copy of this Ordinance and the Plat of Annexation to be recorded in the Office of the DuPage County Recorder.

Section Six: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, each in the manner provided by law.

Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this

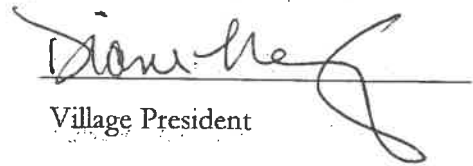
8 day of OCT 2018

Ayes:	<input type="checkbox"/> Diane McGinley	<input checked="" type="checkbox"/> Pete Ladesic	<input checked="" type="checkbox"/> Mark Senak
	<input checked="" type="checkbox"/> Craig Pryde	<input checked="" type="checkbox"/> Bill Enright	<input checked="" type="checkbox"/> Gary Fasules
	<input checked="" type="checkbox"/> John Kenwood		

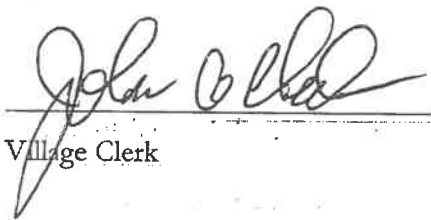
Nays:	<input type="checkbox"/> Diane McGinley	<input type="checkbox"/> Pete Ladesic	<input type="checkbox"/> Mark Senak
	<input type="checkbox"/> Craig Pryde	<input type="checkbox"/> Bill Enright	<input type="checkbox"/> Gary Fasules
	<input type="checkbox"/> John Kenwood		

Absent:	<input type="checkbox"/> Diane McGinley	<input type="checkbox"/> Pete Ladesic	<input type="checkbox"/> Mark Senak
	<input type="checkbox"/> Craig Pryde	<input type="checkbox"/> Bill Enright	<input type="checkbox"/> Gary Fasules
	<input type="checkbox"/> John Kenwood		

Approved by the Village President of the Village of Glen Ellyn, Illinois this 8 day of OCT 2018


Village President

Attest:

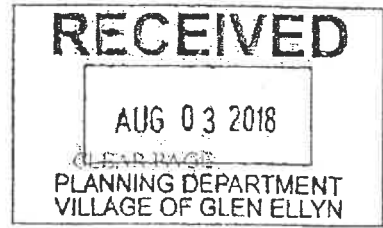

Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the 9 day of OCTOBER, 2018.)

EXHIBIT "A"

PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS



TO THE GLEN ELLYN VILLAGE BOARD:

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as:
21W200 Hill Avenue
and P.I.N. 05-12-207-038 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

Owners of Record of Subject Property:

Signature: [Signature]
Print Name: G. Vincent Cuyler
Date: August 3, 2018

Subscribed and sworn to before me this
3 day of August, 2018

NOTARY PUBLIC

Signature: [Signature]
Print Name: Barbara J. Cuyler
Date: August 3, 2018

Subscribed and sworn to before me this
3 day of August, 2018

NOTARY PUBLIC

Signature: _____
Print Name: _____
Date: _____

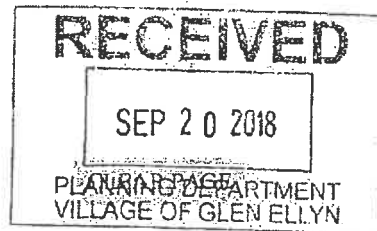
Subscribed and sworn to before me this
_____ day of _____, 20__

NOTARY PUBLIC



EXHIBIT "A"

PETITION FOR ANNEXATION
VILLAGE OF GLEN ELLYN, ILLINOIS



TO THE GLEN ELLYN VILLAGE BOARD:

Petitioners on oath state as follows:

1. That the undersigned are the sole owners of record of all of the property described in Attachment A and commonly known as:
21W180 Hill Ave.
and P.I.N. 05-12-207-032; -033 (Subject Realty).
2. That this petition is executed by all of the owner(s) of record of the Subject Realty.
3. That no electors reside on the Subject Realty or, in the alternative, at least fifty-one percent (51%) of the electors residing on the Subject Realty have executed this petition.
4. That no portion of the property is within the corporate limits of any municipality.
5. That the Subject Property is either contiguous to the Village of Glen Ellyn, will be at the time of annexation, or may be contiguous when combined with other property annexing to the Village of Glen Ellyn.
6. That the property which the Petitioners desire to have annexed to the Village of Glen Ellyn is the property that is described in Attachment A attached hereto and made a part hereof.
7. That this Petition shall be in full force and effect from and after the date hereof and until the property is annexed to the Village of Glen Ellyn in agreement with State Law.

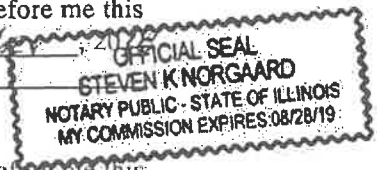
WHEREFORE, the applicants' petition that the property be annexed by ordinance to the Village of Glen Ellyn, Illinois, is in accordance with the appropriate statutes.

The undersigned, on oath, state that the undersigned have read the foregoing Petition for Annexation, have knowledge of the allegations contained therein, and that said allegations are true and correct to the best of the Petitioners' knowledge.

Owners of Record of Subject Property:

Signature: [Signature]
Print Name: JAC Properties GE, LLC
Date: September 19, 2018

Subscribed and sworn to before me this
19 day of September, 2018
[Signature]
NOTARY PUBLIC



Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this
_____ day of _____, 20____

NOTARY PUBLIC

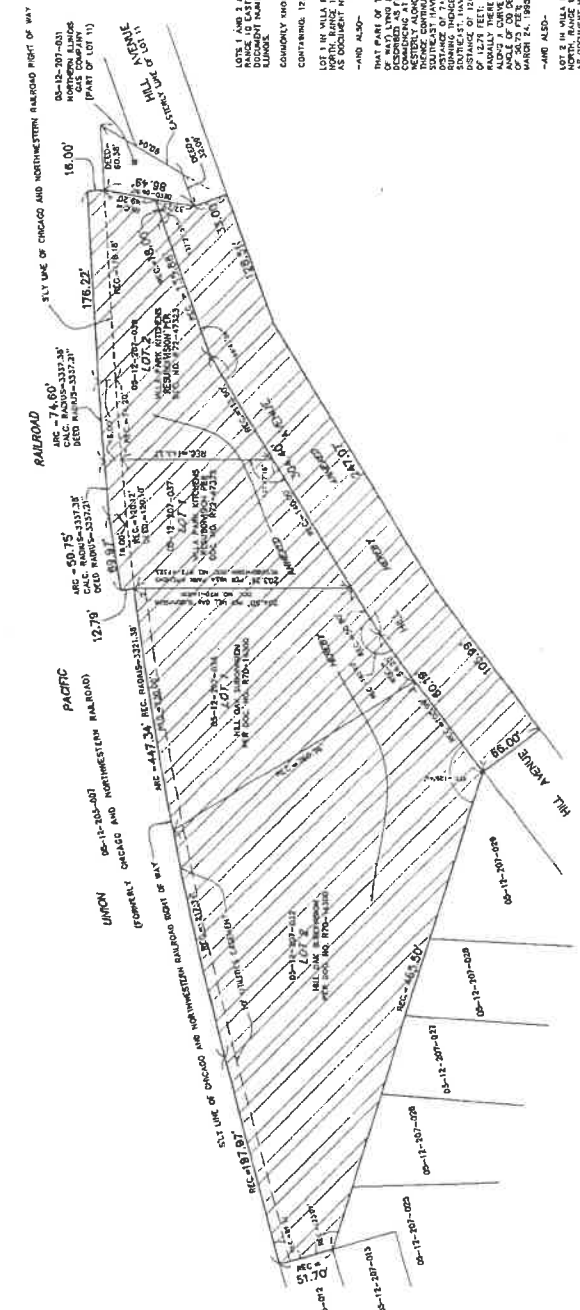
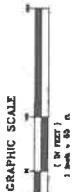
Signature: _____
Print Name: _____
Date: _____

Subscribed and sworn to before me this
_____ day of _____, 20____

NOTARY PUBLIC

PLAT OF ANNEXATION TO THE VILLAGE OF GLEN ELLYN, ILLINOIS

PLAN'S 05-12-207-01Z
05-12-207-01Z
05-12-207-01Z
05-12-207-01Z
05-12-205-007



HATCHED AREA REPRESENTS THE VILLAGE OF GLEN ELLYN

HATCHED AREA REPRESENTS PROPERTY BEING ANNEXED

LOCAL DESCRIPTION OF PROPERTY BEING ANNEXED

SECTION 18 IN TOWNSHIP 33 NORTH, RANGE 12 EAST, COUNTY OF DUPAGE, ILLINOIS, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 12 EAST, COUNTY OF DUPAGE, ILLINOIS, AS DOCUMENT NUMBER 172-448220, DATED MAY 21, 1915-1924, IN DUPAGE COUNTY, ILLINOIS.

SECTION 18 IN TOWNSHIP 33 NORTH, RANGE 12 EAST, COUNTY OF DUPAGE, ILLINOIS, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 12 EAST, COUNTY OF DUPAGE, ILLINOIS, AS DOCUMENT NUMBER 172-448220, DATED MAY 21, 1915-1924, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 122.448220 AC.

SECTION 18 IN TOWNSHIP 33 NORTH, RANGE 12 EAST, COUNTY OF DUPAGE, ILLINOIS, BEING PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 12 EAST, COUNTY OF DUPAGE, ILLINOIS, AS DOCUMENT NUMBER 172-448220, DATED MAY 21, 1915-1924, IN DUPAGE COUNTY, ILLINOIS.

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CONTAINING 122.448220 AC.

VILLAGE CLERK } S.S.
COUNTY OF DUPAGE } S.S.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, THIS _____ DAY OF _____ A.D. 20__.

SOURCE: VILLAGE PRESIDENT _____

ATTEST: VILLAGE CLERK _____

VILLAGE CLERK } S.S.
COUNTY OF DUPAGE } S.S.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, THIS _____ DAY OF _____ A.D. 20__.

SOURCE: VILLAGE PRESIDENT _____

ATTEST: VILLAGE CLERK _____

VILLAGE CLERK } S.S.
COUNTY OF DUPAGE } S.S.

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GLEN ELLYN, ILLINOIS, THIS _____ DAY OF _____ A.D. 20__.

SOURCE: VILLAGE PRESIDENT _____

ATTEST: VILLAGE CLERK _____

ORDERED BY THE VILLAGE OF GLEN ELLYN, ILLINOIS, THIS _____ DAY OF _____ A.D. 20__.

RETURN TO: VILLAGE OF GLEN ELLYN, ILLINOIS, 1000 N. CHAMBERS ROAD, GLEN ELLYN, ILLINOIS 60137

GENTILE & ASSOCIATES, INC.
200 N. CHAMBERS ROAD
GLEN ELLYN, ILLINOIS 60137
PHONE (815) 974-1212

PREPARED FOR VILLAGE OF GLEN ELLYN

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 9513
EXP. DATE 12-31-2025

CERTIFICATION

I, John Chereskin, duly elected Village Clerk of the Village of Glen Ellyn, Illinois, do hereby certify that the attached is a true and correct copy of Ordinance No. 6631, passed by the Board of Trustees of the Village of Glen Ellyn, Illinois, at the Regular Meeting of said Board held on the 8 day of OCTOBER 2018, and that the same was signed and approved by the President of said Village on the 8 day of OCTOBER 2018.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 8 day of OCTOBER, 2018.



Village Clerk

CORPORATE SEAL

Lombard to Glen Ellyn

Hill Avenue

Intergovernmental Agreement

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF LOMBARD AND THE VILLAGE OF GLEN ELLYN IN REGARD
TO THE RECONSTRUCTION OF THE HILL AVENUE BRIDGE**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement"), is entered into this 7th day of October, 2010, by and between the VILLAGE OF LOMBARD (hereinafter referred to as "LOMBARD") and the VILLAGE OF GLEN ELLYN (hereinafter referred to as "GLEN ELLYN"). (LOMBARD and GLEN ELLYN are hereinafter sometimes individually referred to as a "Party" or collectively as the "Parties.")

WITNESSETH

WHEREAS, LOMBARD has jurisdiction over the Hill Avenue Bridge (hereinafter referred to as the "Bridge") near the border of LOMBARD and GLEN ELLYN. A Sidwell Map showing the location of the Bridge is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the Bridge is of material benefit to the residents of LOMBARD and GLEN ELLYN; and

WHEREAS, the Bridge is in need of substantial reconstruction as a result of the deterioration thereof; and

WHEREAS, LOMBARD and GLEN ELLYN desire to work cooperatively with respect to the reconstruction of the Bridge (hereinafter referred to as the "Project"), which is expected to cost approximately TWO MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,200,000.00), plus an additional expense in the approximate amount of FOUR HUNDRED SEVENTY THOUSAND AND 00/100 (\$470,000.00) for engineering of the Project; and

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WHEREAS, grant funds are being pursued by LOMBARD under the Bridge Replacement and Rehabilitation Program (hereinafter referred to as the "BRRP") administered by the Illinois Department of Transportation (hereinafter referred to as "IDOT"); and

WHEREAS, the BRRP will fund, to the extent funds are available, eighty percent (80%) of the cost of the Project, on the condition that the remaining twenty percent (20%) of the cost of the Project is paid at the local level; and

WHEREAS, LOMBARD and GLEN ELLYN desire to share the financing obligations for the Project pursuant to this Agreement as follows:

- Eighty percent (80%) of the cost of the Project shall be financed by funds received by LOMBARD under the BRRP;
- The remaining twenty percent (20%) of the cost of the Project (hereinafter referred to as the "non-IDOT funded obligation") shall be paid in equal ten percent (10%) shares by LOMBARD and GLEN ELLYN, but in no event shall GLEN ELLYN be obligated to contribute more than THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) towards the non-IDOT funded obligation; and
- In the event that the non-IDOT funded obligation exceeds SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00), LOMBARD shall be responsible for paying that portion of the non-IDOT funded obligation in excess thereof. However, in no event shall LOMBARD be obligated to expand the scope of the Project to include the installation of pedestrian/bicycle accommodations or fishing accommodations on the Bridge; and

WHEREAS, LOMBARD and GLEN ELLYN desire to set forth their respective obligations, relative to the reconstruction of the Bridge; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, it is in the best interests of LOMBARD and GLEN ELLYN to enter into this Agreement;

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NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **LOMBARD OBLIGATIONS.** In relation to the Project, LOMBARD agrees to:
 - A. Serve as the lead agency for the Project;
 - B. Design, bid, award a contract for and construct the Project in full compliance with all applicable laws, codes, ordinances, rules and regulations, at LOMBARD's cost and expense, minus funds received from the BRRP and subject to the cost sharing obligations of GLEN ELLYN as set forth herein. However, in no event shall LOMBARD be obligated to expand the scope of the Project to include the installation of pedestrian/bicycle accommodations or fishing accommodations on the Bridge;
 - C. Lombard will review with the GLEN ELLYN Director of Public Works the selection of consultants, all necessary design concepts, engineering drawings, engineering estimates, bid construction documents, and requests for proposals, and shall consult with the GLEN ELLYN Director of Public Works when making all decisions in relation thereto.
 - D. Complete and construct the Project so that the Bridge is suitable for use by vehicles up to and including 80,000 pounds in gross weight;
 - E. Take no affirmative action to prohibit the use of the Bridge by vehicles weighing up to and including 80,000 pounds in gross weight, unless necessitated by the future deterioration of the Bridge;
3. **GLEN ELLYN OBLIGATIONS.** In relation to the Project, GLEN ELLYN agrees to:
 - A. Reimburse LOMBARD for Project costs incurred and paid by LOMBARD up to a maximum amount of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00), but in no event shall GLEN ELLYN be responsible for paying more than fifty percent (50%) of the non-IDOT funded obligation;

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- B. Make payments to LOMBARD under Section 3A above, on a proportional and monthly basis, within thirty (30) days of receiving an invoice from LOMBARD detailing the monthly Project costs;
 - C. Cooperate with LOMBARD in all ways necessary to ensure the timely completion of the Project;
 - D. Take no affirmative action to prohibit the use of the Bridge by vehicles weighing up to and including 80,000 pounds in gross weight, unless necessitated by the future deterioration of the Bridge;
4. **DESIGN AND CONSTRUCTION OF THE PROJECT.** LOMBARD shall proceed with the design, bidding, contract award and construction of the Project, in accordance with the plans and specifications to be approved by LOMBARD in consultation with the GLEN ELLYN Director of Public Works.
5. **BRRP GRANT.** Lombard anticipates receiving a grant from the BRRP to finance eighty percent (80%) of the cost of the Project. In the event that LOMBARD does not receive formal approval of a grant from the BRRP sufficient to finance eighty percent (80%) of the cost of the Project by January 30, 2014, this Agreement shall be deemed null and void and both LOMBARD and GLEN ELLYN shall be released from their respective obligations hereunder, unless the deadline for obtaining the grant from the BRRP contained herein is extended by mutual agreement of the Parties. Any payment by GLEN ELLYN of its ten percent (10%) share of a charge or invoice shall only be required in a situation where LOMBARD has received a grant from the BRRP to finance eighty percent (80%) of the cost of the project, including grants for portions of the cost, such as engineering.
6. **ADDITIONAL OBLIGATIONS OF THE PARTIES.**
- A. Amendment to Existing Boundary Agreement.

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- i. LOMBARD and GLEN ELLYN agree to amend the existing boundary agreement between them (hereinafter referred to as the "boundary agreement") to place the properties north of Hill Avenue and west of the Bridge, as depicted on the Sidwell Map attached hereto as Exhibit B and made a part hereof, on the GLEN ELLYN side of the boundary line;
- ii. LOMBARD and GLEN ELLYN further agree to amend the boundary agreement to allow for the de-annexation of the Churchill Woods property from LOMBARD, at such time as GLEN ELLYN is able to provide water and sanitary sewer service to said property and the DuPage County Forest Preserve District consents to the amendment. The Churchill Woods property is depicted on the Sidwell Map attached hereto as Exhibit C and made a part hereof;
- iii. LOMBARD, at the written request of GLEN ELLYN, further agrees to amend the boundary agreement to allow GLEN ELLYN to annex certain properties west of I-355. GLEN ELLYN may seek a boundary agreement amendment that places the properties depicted on the Sidwell Map attached hereto as Exhibit D and made a part hereof; on the GLEN ELLYN side of the boundary line. In addition, if requested by GLEN ELLYN, LOMBARD shall agree to amend the boundary agreement to place the territory commonly known as Flowerfield, as depicted on the Sidwell Map attached hereto as Exhibit E and made a part hereof, on the GLEN ELLYN side of the boundary line.

However, in no event shall LOMBARD be obligated to amend the boundary agreement in a manner that would allow GLEN ELLYN to annex any territory that would destroy LOMBARD's contiguity with the property commonly known as the Western Acres Golf Course, as depicted on the Sidwell Map attached hereto as Exhibit F and made a part hereof;

- iv. Subject to and contingent upon the approval of DuPage County, LOMBARD and GLEN ELLYN further agree to amend the boundary agreement to place the Great Western Trail, as depicted on the Sidwell Map attached hereto as Exhibit G and made a part hereof, on the Glen Ellyn side of the boundary line;
- v. In the event that any of the disconnections and/or annexations made possible by the amendments to the boundary agreement contemplated herein, result in roadways that were within LOMBARD being surrounded on both sides by GLEN ELLYN, it

shall accept a jurisdictional transfer of such roadways from LOMBARD.

In the event that the boundary agreement is amended to place the property commonly known as Flowerfield (see Exhibit E) on the GLEN ELLYN side of the boundary line, GLEN ELLYN shall accept a jurisdictional transfer of all roadways within Flowerfield including, without limitation, Wilson Avenue west of Finley Road.

- vi. GLEN ELLYN shall be responsible for preparation of any and all amendments to the boundary agreement provided for herein, including any and all costs associated therewith;
- vii. Any proposed amendments to the boundary agreement provided for herein, shall be submitted to LOMBARD by GLEN ELLYN on or before January 30, 2011. LOMBARD shall accept the proposed amendments within thirty (30) days thereafter, on the condition that the proposed amendments are consistent with this Section 6(A), and that GLEN ELLYN is not otherwise in breach of this Agreement. In the event that GLEN ELLYN fails to submit any of the proposed amendments to the existing boundary agreement to LOMBARD by January 30, 2011, LOMBARD shall be released from its obligations contained in this Section 6A; and
- viii. Any disconnection of territory contemplated by any of the amendments to the boundary agreement between LOMBARD and GLEN ELLYN provided for herein, shall be subject to and contingent upon the approval of the property owners subject to disconnection.

B. Utility and Roadway Dedication.

- i. LOMBARD agrees to continue providing water and sanitary sewer services to the properties north of Hill Avenue and west of the Bridge (as shown in Exhibit B), until such time as GLEN ELLYN extends its sanitary sewer and water mains to said properties;
- ii. By no later than January 30, 2018, LOMBARD shall dedicate, and GLEN ELLYN shall accept, the Glen Oak Lift Station and all related sanitary sewer utilities, all of which shall be provided to GLEN ELLYN at no cost. This dedication may occur prior to January 30, 2018 if GLEN ELLYN successfully extends sanitary sewer to the properties currently served by the Glen Oak Lift Station, or at a point when all properties currently served by the

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Glen Oak Lift Station sign annexation agreements with GLEN ELLYN.

- iii. Upon connection of GLEN ELLYN water service to the properties north of Hill Avenue and west of the Bridge (as shown in Exhibit B), LOMBARD shall abandon its water mains servicing said properties; and
 - iv. Upon the transfer of the Glen Oak Lift Station as provided for herein, GLEN ELLYN shall accept a jurisdictional transfer of Hill Avenue and all sanitary sewer utilities owned by or under the jurisdiction of LOMBARD west of the Bridge, as depicted on the Sidwell Map attached hereto as Exhibit H and made a part hereof. LOMBARD will continue to serve these areas with water until GLEN ELLYN shall have an alternate system in place, and shall request in writing that LOMBARD cut off this area from its system and transfer ownership of the water lines to GLEN ELLYN without cost to GLEN ELLYN.
- C. Fire Service. LOMBARD agrees to waive, and shall cause the Glenbard Fire Protection District to waive, any and all fire protection service disconnection fees for any properties adjacent to Hill Avenue that receive future fire protection services from the Glen Ellyn Fire Company. LOMBARD further agrees to continue providing fire protection services to de-annexed properties as provided for in the de-annexation agreements attached hereto as Group Exhibit I and made a part hereof. In the event that the Glenbard Fire Protection District makes a claim for payments from GLEN ELLYN regarding the annexation of Hill Avenue properties to GLEN ELLYN, all such claims and charges shall be promptly paid by LOMBARD.
- D. Street and Roadway Weight Limits. LOMBARD and GLEN ELLYN acknowledge that several businesses adjacent to Hill Avenue generate and utilize truck traffic. LOMBARD and GLEN ELLYN mutually agree that they shall not enact weight restrictions on municipal roads which lead to the Bridge prohibiting trucks weighing 80,000 pounds or less from accessing these businesses, unless necessitated by public safety, roadway deterioration or state or federal law. Limitations or closures of the Bridge shall only take place if the decision is based upon clearly enunciated engineering deficiencies and after consultation and approval from the Illinois Department of Transportation. In the event that either LOMBARD or GLEN ELLYN take action to restrict truck traffic to the businesses adjacent to Hill Avenue on the basis of public safety and/or roadway deterioration, such action shall be supported by an independent traffic or engineering study showing the necessity of the action taken.

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E. Salt Storage. LOMBARD agrees to lease a portion of the Hill Avenue Stormwater Plant to GLEN ELLYN, allowing GLEN ELLYN to store salt thereon. The terms and conditions of such lease shall be consistent with LOMBARD policy as determined by its Board of Trustees. Upon request by GLEN ELLYN, such a lease shall be approved by LOMBARD at no cost to GLEN ELLYN. The lease shall limit salt storage use to an area west of the southern clarifier; require compliance with all floodplain and IEPA regulations, and include a hold harmless and indemnification provision. The lease shall require GLEN ELLYN to vacate the property if LOMBARD requires use of the property for a plant expansion.

7. LOMBARD INDEMNIFICATION OF GLEN ELLYN. LOMBARD shall indemnify and hold harmless GLEN ELLYN, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of LOMBARD, or its officers, agents, employees, consultants or contractors, arising from the design or construction of the Project, or performance of its obligations under this Agreement. LOMBARD further agrees to require any contractor working on the Project to include GLEN ELLYN, and its respective elected officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the Project, which insurance policies shall be written with insurers and in amounts reasonably satisfactory to GLEN ELLYN.
8. GLEN ELLYN INDEMNIFICATION OF LOMBARD. GLEN ELLYN shall indemnify and hold harmless LOMBARD, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not

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limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from or as a result of GLEN ELLYN's performance of its obligations under this Agreement.

9. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in Sections 7 or 8 above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

10. **NOTICES.** Notice or other writings which either Party is required to, or may wish to, serve upon the 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 LOMBARD:

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

If to GLEN ELLYN:

Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified

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mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

11. **COUNTERPARTS.** This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.


13. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below.

SIGNATURE PAGE TO FOLLOW

257713_1

IN WITNESS WHEREOF, LOMBARD, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and GLEN ELLYN, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk.


VILLAGE OF LOMBARD

By: 
William J. Mueller
Village President

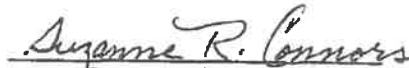
ATTEST:


Brigitte O'Brien
Village Clerk

VILLAGE OF GLEN ELLYN

By: 
Mark Pfefferman
Village President

ATTEST:


Suzanne R. Connors
Village Clerk

257713_1

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 the above-named William J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 1st day of October, 2010.

Diane M. Jantelezo
Notary Public

My Commission Expires: 11/3/2013



257713_1

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 the above-named Mark Pfefferman and Suzanne R. Connors, personally known to me to be the Village President and Village Clerk of the Village of Glen Ellyn, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Glen Ellyn, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Glen Ellyn, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Glen Ellyn, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Ellyn, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 28 day of September, 2010.

Katherine B. Bewick
Notary Public

My Commission Expires: 3/12/12



257713_1

Exhibit A

Map Showing Location of Bridge

(see attached)

Exhibit B

Map Depicting Property North of Hill Avenue and West of Bridge

(see attached)

Exhibit C

Map Depicting Churchill Woods Property

(see attached)

Exhibit D

Map Depicting Certain Properties West of I-355

(see attached)

Exhibit E

Map Depicting Territory Known as Flowerfield

(see attached)

Exhibit F

Map Depicting Western Acres Golf Course

(see attached)

Exhibit G

Map Depicting the Great Western Trail

(see attached)

Exhibit H

Map Depicting Location of Hill Avenue and All Water and Sanitary Sewer Utilities Subject to Jurisdictional Transfer

(see attached)

Group Exhibit I
De-Annexation Agreements
(see attached)

H:\PW\Director\Hill Avenue Bridge\Hill Avenue Bridge IGA 9.22.10.doc\3146324.0000

UNION PACIFIC RAILROAD

0512505007

0512505006

038

HILLWAY

0512208004

0512207031

GLEN OAK RD

0512209005

tabbot

EXHIBIT

A

HILL AVENUE
BRIDGE



1" = 30'

VILLAGE OF LOMBARD
AREA OF DEANNEXATION

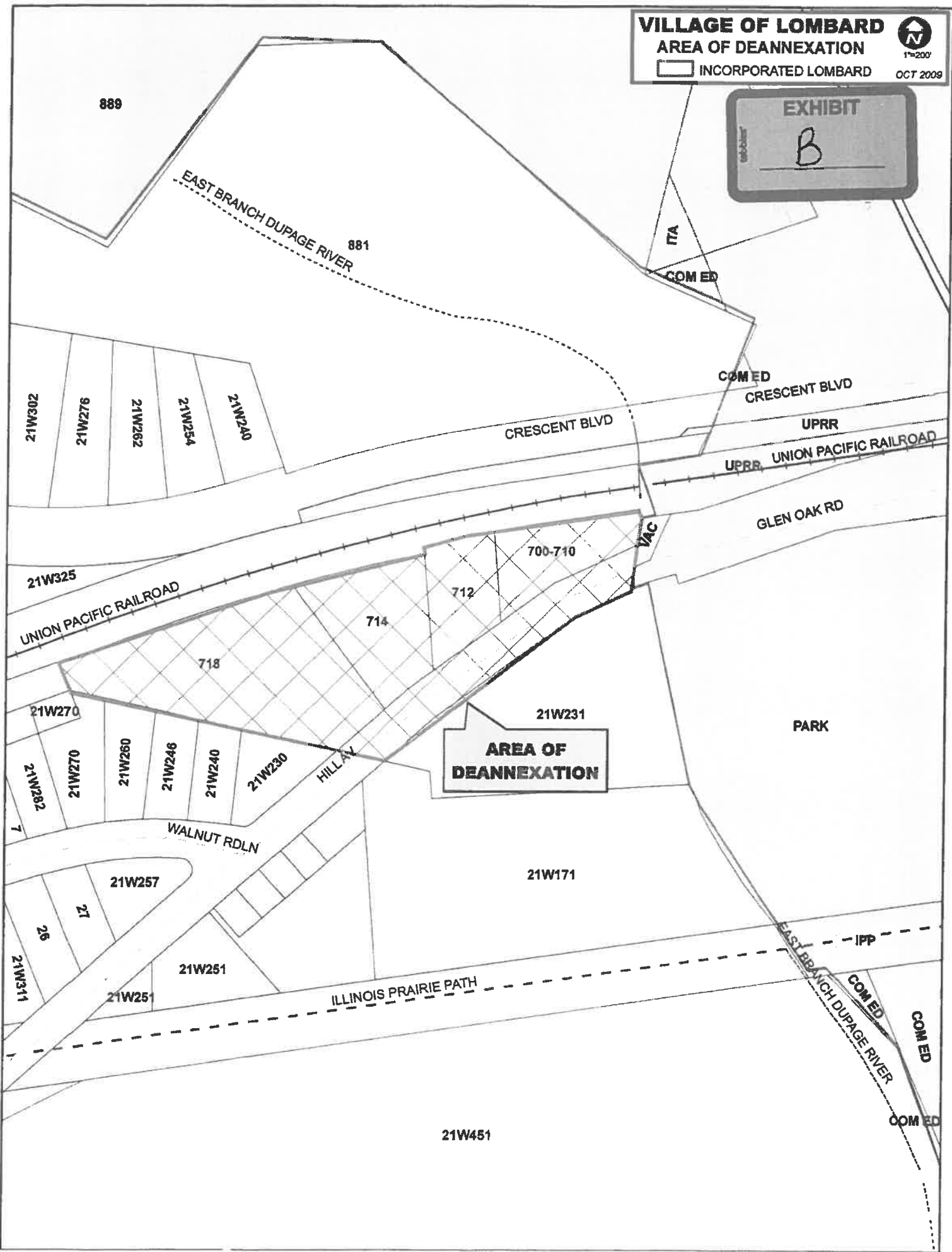


INCORPORATED LOMBARD

OCT 2009

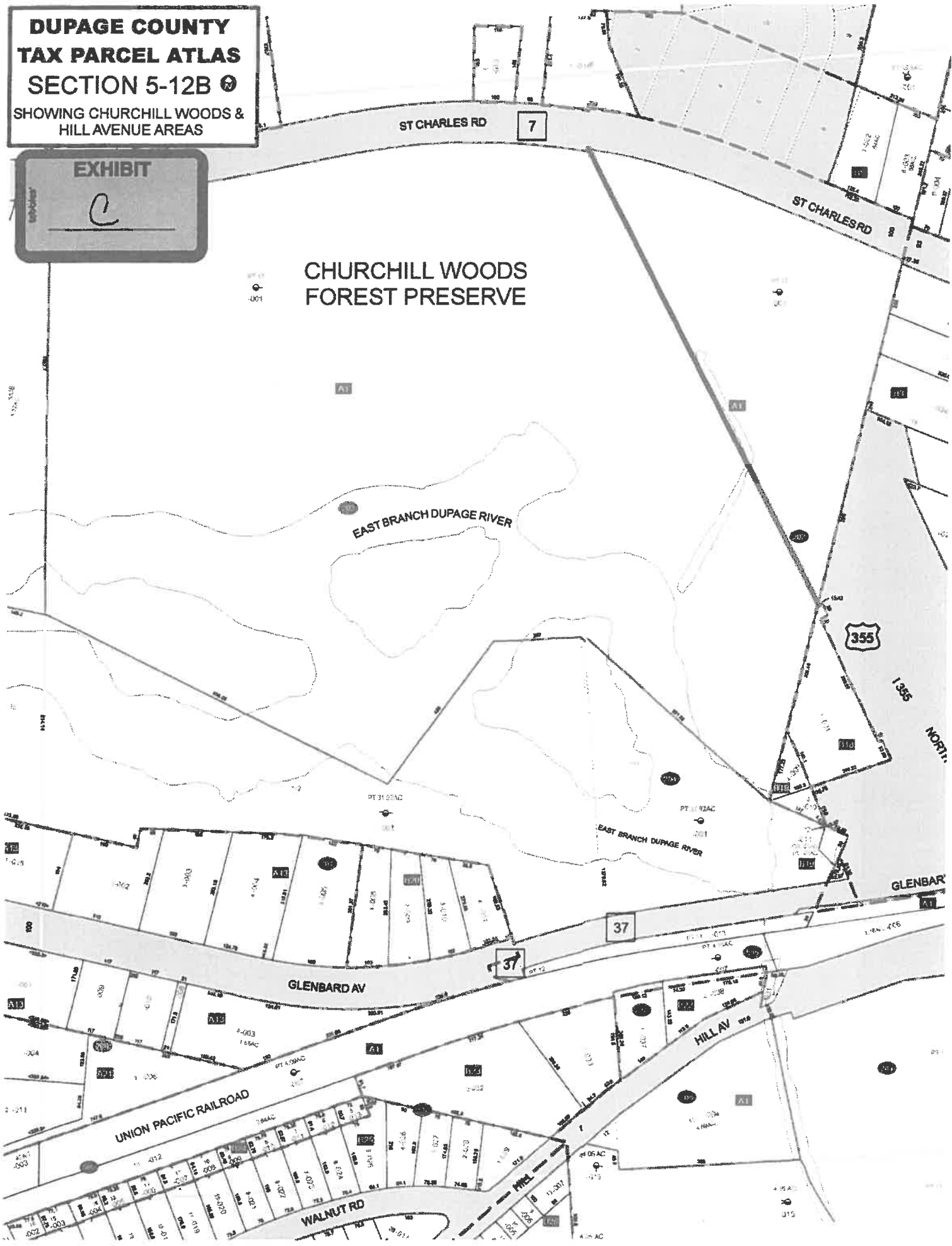
EXHIBIT

B



**DUPAGE COUNTY
TAX PARCEL ATLAS
SECTION 5-12B**
SHOWING CHURCHILL WOODS &
HILL AVENUE AREAS

EXHIBIT
 C





EXHIBIT

PARCELS WEST OF I-355

VILLAGE LIMITS

450' 300' 150'

EXHIBIT E

FLOWERFIELD SUBDIVISION

PARCELS IN FLOWERFIELD

LOMBARD VILLAGE BOUNDARY



NOT TO SCALE

9/2/2010

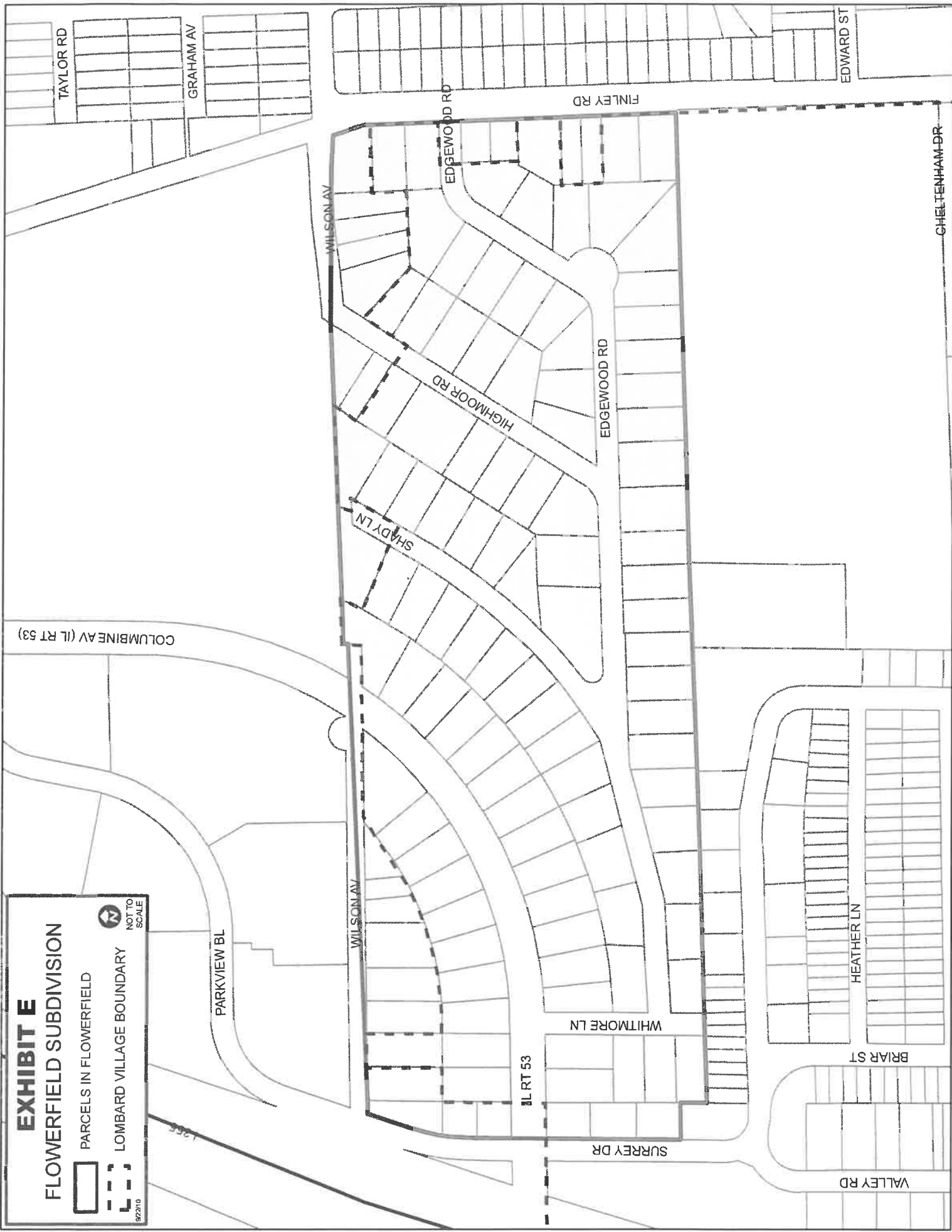


EXHIBIT F

WESTERN ACRES GOLF COURSE



PARCELS IN WESTERN ACRES G.C.



LOMBARD VILLAGE BOUNDARY



NOT TO SCALE

92210

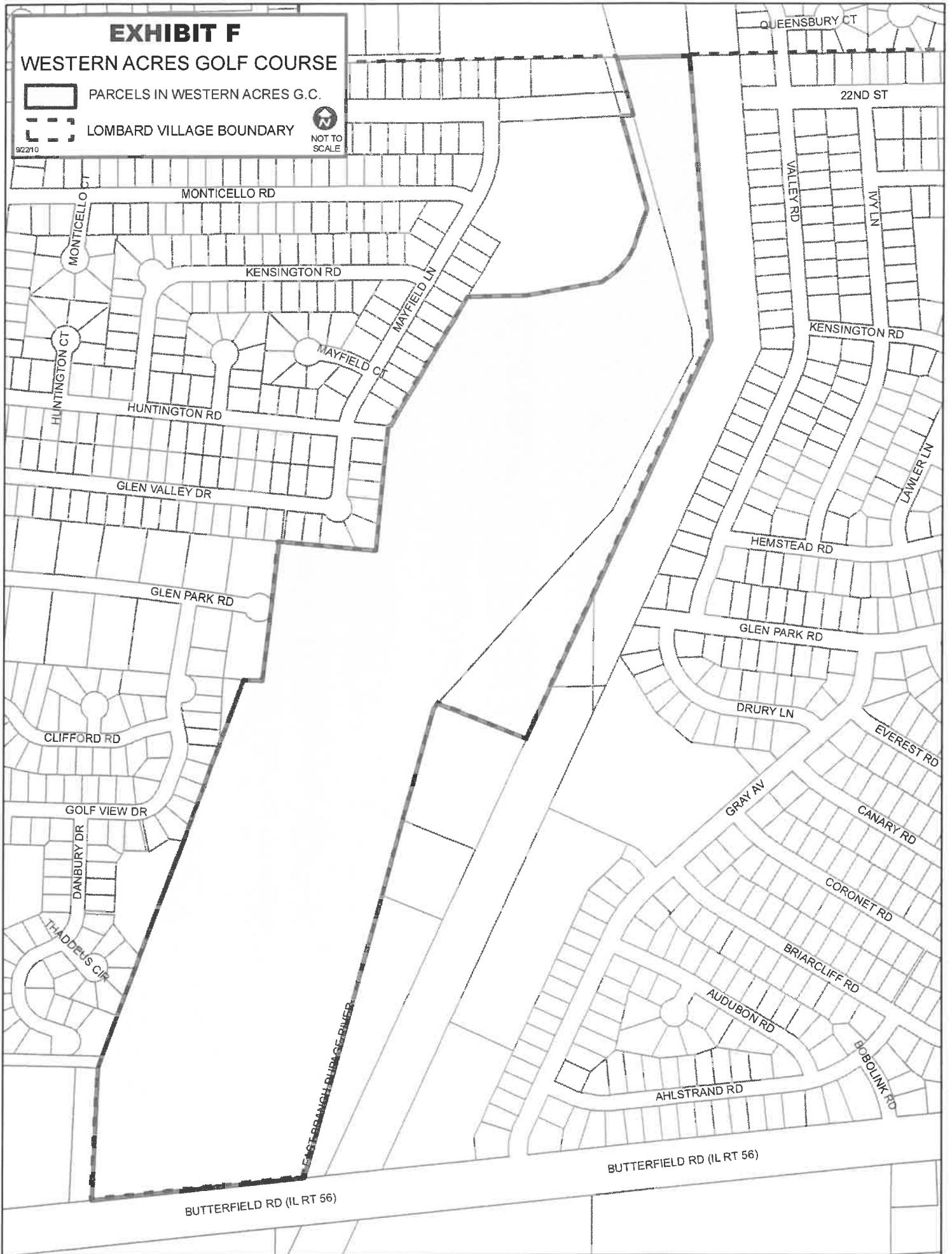


EXHIBIT G

GREAT WESTERN TRAIL

PARCELS IN GREAT WESTERN TRAIL



LOMBARD VILLAGE BOUNDARY







NOT TO SCALE

9/22/10



EXHIBIT H

HILL AVENUE

-  LOMBARD VILLAGE BOUNDARY
-  STORM WATER REMOVAL
-  WASTE WATER REMOVAL
-  WATER DISTRIBUTION

NOT TO SCALE

