

5066
5067
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ORDINANCE 5069 & 5070

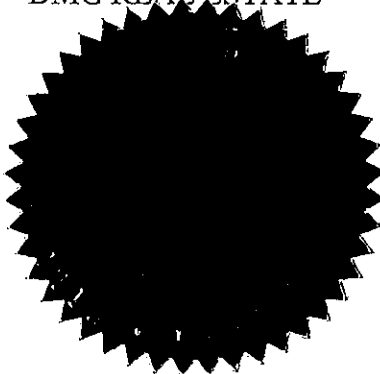
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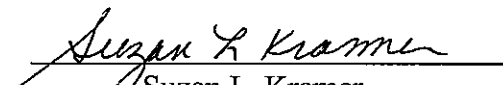
ORDINANCE:

AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT
ANNEXING PROPERTY
AMENDING ORDINANCE 4403-COMPREHENSIVE PLAN
REZONING PROPERTY FROM R1 ESTATE RESIDENTIAL TO O OFFICE
GRANTING CONDITIONAL USE IN AN O OFFICE DISTRICT

PC 01-23: EASTGATE, HIGHLAND, STEWART
V3
DMG REAL ESTATE



PUBLISHED IN PAMPHLET FORM THIS 9th DAY OF April, 2002.
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.


Suzan L. Kramer
Village Clerk

ORDINANCE 5066

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

(PC 01-23; 203 Eastgate Road, 233 Eastgate Road, 1807 South Highland Avenue, 567 South Stewart Avenue)

(See also Ordinance Nos. 5067, 5068, 5069, 5070)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property located at, 203 Eastgate Road, 233 Eastgate Road, 1807 South Highland Avenue, 567 South Stewart Avenue Lombard, Illinois, and legally described in Section 2 hereto be entered into; and,

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

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

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on December 6, 2001.

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 located at, 203 Eastgate Road, 233 Eastgate Road, 1807 South Highland Avenue, 567 South Stewart Avenue, Lombard, Illinois, and legally described as follows:

PARCEL 1:
THE WEST ½ OF THE FOLLOWING DESCRIBED PARCEL: SOUTH 198 FEET OF THE NORTH 1196 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST

731.50 FEET THEREOF) OF SECTION 20, TOWNSHIP 39 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THE EAST ½ OF THE FOLLOWING DESCRIBED PARCEL: SOUTH 198 FEET OF THE NORTH 1196 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.5 FEET THEREOF) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 100 FEET OF THE NORTH 1,296 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 1,026.61 FEET AS MEASURED ON THE NORTH LINE OF SAID SOUTH 100 FEET AND EXCEPT THE EAST 1026.58 FEET AS MEASURED ON THE SOUTH LINE OF SAID SOUTH 100 FEET) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 100 FEET OF THE NORTH 1296 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.50 FEET MEASURED ON THE NORTH AND SOUTH LINES AND EXCEPT THE WEST 312.11 FEET MEASURED ON THE NORTH LINE BY THE WEST 312.08 FEET MEASURED ON THE SOUTH LINE) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN Numbers: 06-20-304-001, 002, 005, 006

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 3rd day of January, 2002.

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

Passed on second reading this 17th day of January, 2002

President Mueller,
Ayes: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

Nayes: None

Absent: None

Ordinance No. 5066

Re: PC 01-23

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Approved this 17th, day of January, 2002.



William J. Mueller, Village President

ATTEST:



Suzan L. Kramer, Village Clerk

ORDINANCE 5067

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

(PC 01-23; 203 Eastgate Road, 233 Eastgate Road, 1807 South Highland Avenue, 567 South Stewart Avenue)

(See also Ordinance Nos. 5066, 5068, 5069, 5070)

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

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

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

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

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

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

SECTION 2: This ordinance is limited and restricted to the property indicated on the Plat of Annexation attached hereto as Exhibit "B", and located at 203 Eastgate Road, 233 Eastgate Road, 1807 South Highland Avenue, 567 South Stewart Avenue, Lombard, Illinois, and legally described as follows:

PARCEL 1:

THE WEST ½ OF THE FOLLOWING DESCRIBED PARCEL: SOUTH 198 FEET OF THE NORTH 1196 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.50 FEET THEREOF) OF SECTION 20, TOWNSHIP 39 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THE EAST ½ OF THE FOLLOWING DESCRIBED PARCEL: SOUTH 198 FEET OF THE NORTH 1196 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.5 FEET THEREOF) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 100 FEET OF THE NORTH 1,296 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 1,026.61 FEET AS MEASURED ON THE NORTH LINE OF SAID SOUTH 100 FEET AND EXCEPT THE EAST 1026.58 FEET AS MEASURED ON THE SOUTH LINE OF SAID SOUTH 100 FEET) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 100 FEET OF THE NORTH 1296 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.50 FEET MEASURED ON THE NORTH AND SOUTH LINES AND EXCEPT THE WEST 312.11 FEET MEASURED ON THE NORTH LINE BY THE WEST 312.08 FEET MEASURED ON THE SOUTH LINE) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN Numbers: : 06-20-304-001, 002, 005, 006

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

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

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

Passed on first reading this 3rd day of January, 2002.

First reading waived by action of the Board of Trustees this ____ day of _____, 20__

Passed on second reading this 17th day of January, 2002

Ordinance No. 5067
Re: PC 01-23
Page 3

Ayes: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

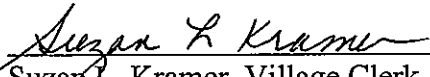
Nayes: None

Absent: None

Approved this 17th, day of January, 2002.


William J. Mueller, Village President

ATTEST:


Suzan L. Kramer, Village Clerk

ORDINANCE 5068

**AN ORDINANCE AMENDING ORDINANCE NUMBER 4403,
ADOPTED JANUARY 22, 1998, AMENDING THE COMPREHENSIVE PLAN
FOR THE VILLAGE OF LOMBARD, ILLINOIS**

(PC 01-23; 203 Eastgate Road, 233 Eastgate Road, 1807 South Highland Avenue, 567 South Stewart Avenue)

(See also Ordinance No.(s) 5066, 5067, 5069, 5070)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted Ordinance 4403, the Lombard Comprehensive Plan; and,

WHEREAS, an application has heretofore been filed requesting a map amendment for the purpose of changing the Comprehensive Plan's Long Range Land Use Plan designation for the property described in Section 2 hereto from Estate Residential to Office; and,

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

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

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

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

SECTION 1: That Ordinance 4403, otherwise known as the Comprehensive Plan of the Village of Lombard, Illinois, be and is hereby amended so as to redesignate the property described in Section 2 hereof from Estate Residential to Office.

SECTION 2: The Comprehensive Plan redesignation is limited and restricted to the property generally located at 203 Eastgate Road, 233 Eastgate Road, 1807 South Highland Avenue, 567 South Stewart Avenue Lombard, Illinois, and legally described as follows:

Ordinance No. 5068

Re: PC 01-23

Page 2

PARCEL 1:

THE WEST ½ OF THE FOLLOWING DESCRIBED PARCEL: SOUTH 198 FEET OF THE NORTH 1196 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.50 FEET THEREOF) OF SECTION 20, TOWNSHIP 39 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THE EAST ½ OF THE FOLLOWING DESCRIBED PARCEL: SOUTH 198 FEET OF THE NORTH 1196 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.5 FEET THEREOF) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 100 FEET OF THE NORTH 1,296 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 1,026.61 FEET AS MEASURED ON THE NORTH LINE OF SAID SOUTH 100 FEET AND EXCEPT THE EAST 1026.58 FEET AS MEASURED ON THE SOUTH LINE OF SAID SOUTH 100 FEET) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 100 FEET OF THE NORTH 1296 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.50 FEET MEASURED ON THE NORTH AND SOUTH LINES AND EXCEPT THE WEST 312.11 FEET MEASURED ON THE NORTH LINE BY THE WEST 312.08 FEET MEASURED ON THE SOUTH LINE) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN Numbers: 06-20-304-001, 002, 005, 006

SECTION 3: That the official Long Range Land Use Plan map (Figure 1 in the Comprehensive Plan) of the Village of Lombard be changed in conformance with the provisions of this ordinance.

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

Passed on first reading this 3rd day of January, 2002.

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

Ordinance No. 5068

Re: PC 01-23

Page 3


Passed on second reading this 17th day of January, 2002

Ayes: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom


Nayes: None

Absent: None

Approved this 17th day of January, 2002


William J. Mueller, Village President

ATTEST:


Suzan L. Kramer, Village Clerk

ORDINANCE 5069

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

(PC 01-23; 203 Eastgate Road, 233 Eastgate Road, 1807 South Highland Avenue, 567 South Stewart Avenue)

(See also Ordinance No.(s) 5066, 5067, 5068, 5070)

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

WHEREAS, an application has heretofore been filed requesting a map amendment for the purpose of rezoning the property described in Section 2 hereto from R1 Single-Family Residence District to O Office District; and,

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

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

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

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

SECTION 1: That Title 15, Chapter 155 of the Code of Lombard, Illinois, otherwise known as the Lombard Zoning Ordinance, be and is hereby amended so as to rezone the property described in Section 2 hereof from R1 Single-Family Residence District to O Office District.

SECTION 2: The map amendment is limited and restricted to the and located at 203 Eastgate Road, 233 Eastgate Road, 1807 South Highland Avenue, 567 South Stewart Avenue, Lombard, Illinois, and legally described as follows:

Ordinance No. 5069

Re: PC 01-23

Page 2

PARCEL 1:

THE WEST ½ OF THE FOLLOWING DESCRIBED PARCEL: SOUTH 198 FEET OF THE NORTH 1196 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.50 FEET THEREOF) OF SECTION 20, TOWNSHIP 39 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THE EAST ½ OF THE FOLLOWING DESCRIBED PARCEL: SOUTH 198 FEET OF THE NORTH 1196 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.5 FEET THEREOF) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 100 FEET OF THE NORTH 1,296 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 1,026.61 FEET AS MEASURED ON THE NORTH LINE OF SAID SOUTH 100 FEET AND EXCEPT THE EAST 1026.58 FEET AS MEASURED ON THE SOUTH LINE OF SAID SOUTH 100 FEET) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 100 FEET OF THE NORTH 1296 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.50 FEET MEASURED ON THE NORTH AND SOUTH LINES AND EXCEPT THE WEST 312.11 FEET MEASURED ON THE NORTH LINE BY THE WEST 312.08 FEET MEASURED ON THE SOUTH LINE) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

PIN Numbers: 06-20-304-001, 002, 005, 006

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

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

Passed on first reading this 3rd day of January, 2002

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

Ordinance No. 5069
Re: PC 01-23
Page 3


Passed on second reading this 17th day of January, 2002.

Ayes Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

Nayes: None

Absent: None

Approved this 17th day of January, 2002.


William J. Mueller, Village President

ATTEST:


Suzan L. Kramer, Village Clerk

ORDINANCE NO. 5070

**AN ORDINANCE
GRANTING A CONDITIONAL USE
FOR A PLANNED DEVELOPMENT IN AN O OFFICE DISTRICT**

(PC 01-23; 203 Eastgate Road, 233 Eastgate Road, 1807 South Highland Avenue, 567 South Stewart Avenue)

(See also Ordinances 5066, 5067, 5068, 5069)

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

WHEREAS, the subject property is zoned O Office District; and,

WHEREAS, an application has heretofore been filed requesting approval of: a conditional use for a planned development in an O Office District

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

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

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

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

Ordinance No. 5070

Re: PC 01-23

Page 2

SECTION 1: That the ordinance is limited and restricted to the property generally located at 203 Eastgate Road, 233 Eastgate Road, 1807 South Highland Avenue, 567 South Stewart Avenue, Lombard, Illinois, and legally described as follows:

PARCEL 1:

THE WEST ½ OF THE FOLLOWING DESCRIBED PARCEL: SOUTH 198 FEET OF THE NORTH 1196 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.50 FEET THEREOF) OF SECTION 20, TOWNSHIP 39 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THE EAST ½ OF THE FOLLOWING DESCRIBED PARCEL: SOUTH 198 FEET OF THE NORTH 1196 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.5 FEET THEREOF) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 100 FEET OF THE NORTH 1,296 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 1,026.61 FEET AS MEASURED ON THE NORTH LINE OF SAID SOUTH 100 FEET AND EXCEPT THE EAST 1026.58 FEET AS MEASURED ON THE SOUTH LINE OF SAID SOUTH 100 FEET) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 100 FEET OF THE NORTH 1296 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ (EXCEPT THE EAST 731.50 FEET MEASURED ON THE NORTH AND SOUTH LINES AND EXCEPT THE WEST 312.11 FEET MEASURED ON THE NORTH LINE BY THE WEST 312.08 FEET MEASURED ON THE SOUTH LINE) OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Parcel Nos. 06-20-304-001, 002, 005, 006

(Hereinafter the "Subject Property").

SECTION 2: That a conditional use for a planned development is hereby granted for the Subject Property, subject to compliance with the conditions set forth in Section 3 below.

SECTION 3 The conditional uses and variation set forth in Sections 2, 3 and 4 above shall be granted subject to compliance with the following conditions:

1. That the petitioner shall develop the site in substantial conformance with the plans submitted and made a part of this request.
2. That the petitioner applies for and receives approval for all construction on the property.
3. That the petitioner satisfactorily address the items noted within the Inter-departmental review comments included within this report;
4. Public right of way improvements shall be made along Highland Avenue, Eastgate Road and Stewart Avenue in accordance with the Subdivision and Development Ordinance. Right of way improvements along Stewart Avenue shall be completed prior to or concurrent with the annexation or redevelopment of the abutting properties to the south or the east of the subject property at developer's expense with the opportunity for recapture.
5. The petitioner shall provide the following improvements recommended by the traffic study completed by the Village traffic consultant,
 - A. Improve Eastgate Road to a 36-foot pavement width along the frontage of the proposed development. The cross section of Eastgate Road should be three 12-foot lanes with two-foot curb and cutter
 - B. Construct an exclusive westbound left turn land at the intersection of Highland Road and Eastgate Road. This left turn land should provide a minimum of 150 feet of storage. (This is accomplished by widening Eastgate Road to 36 feet.)
 - C. Ensure the proposed right-in/right-out only driveway off Highland Avenue is constructed to only allow rights in and out of the driveway.

Said improvements shall be subject to review by the Director of Community Development.

Ordinance No. 5070

Re: PC 01-23

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6. As indicated in the Zoning Ordinance, this conditional use shall be null and void unless it is substantially underway within one year from the date of granting thereof, and completed within 18 months thereof, unless extended by further action of the Village Board prior to the expiration of the ordinance approving the conditional use.
7. Petitioner will not use the basement/cellar for use other than storage/mechanicals space.

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

Passed on first reading this 3rd day of January, 2002.

First reading waived by action of the Board of Trustees this ____ day of _____, 20__.

Passed on second reading this 17th day of January, 2002

Ayes: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

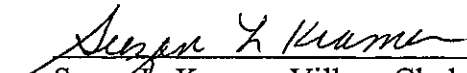
Nayes: None

Absent: None

Approved this 17th, day of January, 2002.


William J. Mueller, Village President

ATTEST:


Suzan L. Kramer, Village Clerk

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this 17th day of January, 2002, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village"); West Suburban Bank, not personally but as Trustee under the provisions of Trust Agreement dated June 19, 1978 and known as Trust No. 1804, (hereinafter referred to as "West Suburban Trust 1804"), Vinod Malhotra, not personally but as Trustee under the provisions of the Vinod Malhotra Trust dated December 3, 1996 (hereinafter referred to as "Vinod Malhotra Trust"); Neelam Malhotra, not personally but as Trustee under the provisions of the Neelam Malhotra Trust dated December 3, 1996 (hereinafter referred to as "Neelam Malhotra Trust"), Melvin Greathouse and Gloria Greathouse (hereinafter referred to as "Greathouse") and DMG Real Estate, LLC, an Illinois Limited Liability Company, (hereinafter referred to as "Developer").

WITNESSETH:

- A. West Suburban Trust 1804, Vinod Malhotra Trust, Neelam Malhotra Trust and Greathouse (hereinafter collectively referred to as the "Owners") are owners of record of the parcels of property described in EXHIBIT A attached hereto and made a part hereof (hereinafter sometimes referred to as the "Subject Property");
- B. Developer proposes to develop the Subject Property and has entered into a binding contract for the purchase of the various parcels of property comprising the Subject Property with each of the Owners;
- C. The Village desires to annex the Subject Property and the Owners and Developer desire to have the Subject Property annexed to the Village, and each of the parties desire to obtain assurances from the other as to certain provisions of the zoning and other ordinances of the Village for the Subject Property when the same has been annexed and to other matters covered by this Agreement for a period of twenty (20) years from and after the execution of this Agreement;
- D. The Subject Property is an approximately 3.19 acre parcel of land and there are four (4) electors residing thereon, at least fifty one (51%) percent of whom have consented in writing to the annexation of the Subject Property pursuant to the execution of the Annexation Petitions as referenced in subsection E. below;
- E. The Owners have filed petitions (hereinafter referred to as the "Annexation Petitions") for annexation of the Subject Property with the Village;
- F. An application (hereinafter referred to as the "Zoning and Subdivision Application") has heretofore been filed by the Developer with the Village

Annexation Agreement
Village of Lombard/DMG Real Estate

Clerk for zoning and resubdivision of the Subject Property upon its annexation with said Zoning and Subdivision Application having been forwarded to the Plan Commission of the Village;

- G. A public hearing was held on November 19, 2001, for the purpose of considering whether the zoning classification of the Subject Property should be changed from the R-1 Single Family Residence District to the O Office District with a Conditional Use for a Planned Development, under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code - hereinafter referred to as the "Zoning Ordinance") and for approval of a major plat of subdivision (consolidation) under Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code - hereinafter referred to as the "Subdivision Ordinance") upon the annexation of the Subject Property and the Plan Commission has submitted its findings of fact and recommendations with respect to the Zoning and Subdivision Application to the corporate authorities - hereinafter referred to as the "Corporate Authorities" of the Village;
- H. A public hearing was held by the Corporate Authorities on the 3rd day of January, 2002 relative to this Agreement;
- I. The parties wish to enter into a binding agreement with respect to the annexation, zoning and development of the Subject Property and for other related matters pursuant to the provisions of Division 15.1 of Article 11 of Act 5 of Chapter 65 of the *Illinois Compiled Statutes*, and upon the terms and conditions contained in this Agreement;
- J. All public hearings and other actions required to be held or taken prior to the adoption and execution of this Agreement, in order to make the same effective, have been held or taken, including all hearings and actions required in connection with amendments to and classifications under the Zoning Ordinance, such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement;
- K. The Corporate Authorities, the Owners and the Developer deem it to be to the mutual advantage of the parties and in the public interest that the Subject Property be annexed to and developed as a part of the Village as hereinafter provided;

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- L. The development of the Subject Property as provided herein will promote the sound planning and development of the Village as a balanced community and will be beneficial to the Village;
- M. The Corporate Authorities have examined the proposed uses by the Owners and the Developer and have determined that said uses and the development of the Subject Property in accordance with this Agreement comply with the Comprehensive Plan of the Village, as amended, and;
- N. The Owners and Developer desire to have the zoning classification of the Subject Property changed to the O Office District with a Conditional Use for a Planned Development under the Zoning Ordinance.

NOW THEREFORE, in consideration of the premises and the mutual promises herein set forth, the parties hereto agree as follows:

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

2. Legal Conformance with Law: This Agreement is made pursuant to and in accordance with the provisions of the Lombard Village Code and the applicable provisions of the *Illinois Compiled Statutes* and the Constitution of the State of Illinois.

3. Transfer of Title to Subject Property: The Owners and Developer agree that as soon as practicable following the approval of this Agreement by the Corporate Authorities, the Developer will take title to each of the parcels of property comprising the Subject Property. It is agreed that upon taking title to the various parcels of property that the Developer shall assume full responsibility for each of the various obligations set forth below and that, correspondingly, each of the Owners shall be released and discharged from any obligations under this Agreement. For all purposes hereafter, the reference to "Owner" shall mean DMG Real Estate LLC, heretofore referred to as the "Developer."

4. Development of Subject Property: Village and Owner agree that the Subject Property shall be developed in accordance with the terms of this Agreement and the exhibits attached hereto.

5. Annexation: Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the *Illinois Compiled Statutes*, the parties agree to do all things necessary or appropriate to cause the

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Subject Property to be duly and validly annexed to the Village as promptly as practicable after the execution of this Agreement. The parties shall cause such annexation to be effected pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the *Illinois Compiled Statutes*.

6. Zoning: Upon annexation of the Subject Property to the Village, as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the entire Subject Property from the R-1 Single Family Residence District to the O Office District, with a Conditional Use for a Planned Unit Development, under the Zoning Ordinance.

7. Site Plan Approval: The Owner shall develop the Subject Property in full compliance with the Site Plan attached hereto as EXHIBIT B, entitled "DuPage Medical Group," last revised on November 2, 2001 prepared by Eckendhoff Saunders Architects (hereinafter referred to as the "Site Plan"), which is incorporated herein by reference as the same shall be approved by the Village (with any modifications thereto). In addition, the Subject Property shall be landscaped in full compliance with the landscape plan attached hereto as EXHIBIT C, entitled "DuPage Medical Group Landscape Plan," as last revised on November 27, 2001 prepared by Edwards & Kelcey, Landscape Architects (hereinafter referred to as the "Landscape Plan") which is incorporated herein by reference as the same shall be approved by the Village (with any modifications thereto). Furthermore, the use and development of the Subject Property shall be subject to the following, additional requirements:

- A. Owner shall be required to record a Cross Access Easement Agreement, providing for easements for ingress and egress over and across driveway aisles within the Subject Property for the use and benefit of the adjacent parcel of property immediately to the South of the Subject Property (said adjacent parcel of property being legally described in EXHIBIT D attached hereto and made a part hereof and hereinafter referred to as the "Adjacent Parcel"), if and when the Adjacent Parcel is developed, with said Cross Access Easement Agreement being subject to the approval of the Village, the Owner and the developer of the Adjacent Parcel;
- B. Owner shall record a Plat of Consolidation of the Subject Property in the form as set forth in the document entitled the "Plat of Consolidation of DuPage Medical Group, prepared by V3 Consultants, Ltd. and dated October 10, 2001 a copy of which is attached hereto as EXHIBIT E and made a part hereof;

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- C It is recognized by the parties hereto that under the Village's Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code - hereinafter referred to as the "Subdivision Ordinance"), Owner is obligated to fully improve Stewart Avenue, for one (1) block south of Eastgate Road Concurrent with the development of the Subject Property, Owner shall improve one (1) block of Stewart Avenue from Eastgate Road for one (1) block south. Further, Owner and Village will enter into a recapture agreement under the terms of which Owner shall be entitled to recapture a portion of its costs concurrent with the subsequent development of properties adjacent to the portion of Stewart Avenue which was improved by Owner. If required by the Village, Owner agrees to design and construct such traffic control devices and improvements as deemed appropriate by the Village on Stewart Avenue and/or Eastgate Avenue at or near the intersection of said streets.
- D. Owner agrees to cause a construction fence to be installed on the perimeter of the Subject Property during the period of the time that the Development Improvements are under construction.
- E. As part of the improvements to Eastgate Avenue, the Owner shall construct a storm sewer along the North side of Eastgate Avenue, from the point at which the outfall pipe from the Owner's private stormwater management system intersections with the North side of Eastgate Avenue (hereinafter referred to as the "Private Connection Point"), to Stewart Avenue, so that storm water from the Subject Property flows into said storm sewer to be constructed on the North side of Eastgate Avenue, rather than flowing over land to the North. In addition, in the event that a storm sewer is not yet located in Stewart Avenue at the time of the construction of the aforesaid storm sewer in Eastgate Avenue, the Owner shall construct a storm sewer in Stewart Avenue, from the point of connection with the aforesaid storm sewer in Eastgate Avenue to an outfall point located North therefrom, as determined by the Village's Director of Community Development, but in no event more than four hundred sixty-six (466) feet North of the storm sewer in Eastgate Avenue. In relation to any such storm sewer constructed by the Owner in Stewart Avenue, the Owner shall be entitled to recapture one hundred percent (100%) of its construction costs. Concurrent with the subsequent development

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or annexation, of any of the properties adjacent to that portion of Stewart Avenue in which the storm sewer is constructed by Owner (the "Adjacent Properties") the Village shall require as a condition of the development and/or annexation, that the developer (the "Stewart Ave. Developer") of any of the Adjacent Properties reimburse the Owner for one hundred percent (100%) of its recaptured costs. Owner shall assign its rights to the Stewart Ave. Developer to recapture costs from the Adjacent Properties their proportionate share of the recaptured costs. For purposes of this Agreement, the phrase "recaptured costs" shall include all of Owner's construction costs incurred in conjunction with the installation of the storm water sewer including amounts expended for engineering design, permits and construction. Finally, the parties hereto acknowledge that, because a portion of the North side of the Eastgate Avenue right-of-way is located in a floodway, the Owner's improvement to Eastgate Avenue, from Highland Avenue to the Private Connection Point (hereinafter referred to as the "Floodway Improvement"), must currently provide for the retention of the drainage ditch along the North side of Eastgate Avenue. Notwithstanding the foregoing, if the Village is able to work with the County to obtain permission for the filling in of said drainage ditch as part of the Floodway Improvement, the Owner agrees to fill in said drainage ditch, construct a storm sewer on the North side of Eastgate Avenue from Highland Avenue to the Private Connection Point, so as to maintain a storm sewer from Highland Avenue to Stewart Avenue on the North side of Eastgate Avenue, and revise its plans for the improvement of Eastgate Avenue, as directed by the Village's Director of Community Development, to accommodate the foregoing.

Except as otherwise specifically provided for herein, said Site Plan is hereby approved as the site plan for the development of the Subject Property as supplemented by the Landscape Plan, but it is acknowledged by Owner that such approval does not constitute approval as a preliminary plat under the Subdivision Ordinance, since further details must be finalized to meet the requirements of said Subdivision Ordinance.

8. Signage: Owner agrees to construct a system of signage throughout the Subject Property in accordance with the plan attached hereto as EXHIBIT F and made a part hereof, and in full compliance with the Sign Regulations of the Village (Chapter 153 of the Lombard Village Code - hereinafter referred to as the "Sign Ordinance").

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- 9. Water Utilities:** Village represents and warrants to Owner as follows:
- A. That it owns and operates a water distribution system within the Village for water distribution.
 - B. That the Village water distribution system has sufficient capacity to provide and will provide potable water to the Subject Property, such service to be substantially the same as provided to other Office areas in the Village being provided with water service by the Village.

Owner, at its expense, shall install water main extensions in accordance with the Subdivision Ordinance and in accordance with the plans and specifications prepared by V3 Consultants, Ltd. as approved by the Director of Community Development and set forth in EXHIBIT G attached hereto and made a part hereof. Owner agrees to pay all Village water connection charges. Owner shall grant or dedicate all easements required by the Village for the construction of the necessary water main extensions serving the Subject Property.

10. Sanitary Sewer Facilities: Village represents and warrants to Owner as follows:

- A. That it owns and operates a sanitary sewer system within the Village for sewage disposal.
- B. That the Village sanitary sewer system has sufficient capacity to provide and will provide sanitary sewer service to the Subject Property, such service to be substantially the same as provided to other Office areas in the Village being provided with sanitary sewer service by the Village.

Owner, at its expense, shall install sanitary sewer main extensions to the Subject Property in accordance with the Subdivision Ordinance and in accordance with the plans and specifications prepared by V3 Consultants, Ltd., as approved by the Director Community Development and set forth in EXHIBIT H attached hereto and made a part hereof. Owner agrees to pay all Village sanitary sewer connection charges. Owner shall grant or dedicate all easements required by the Village for the construction of the necessary sanitary sewer main extensions serving the Subject Property.

11. Storm Drainage Facilities: Storm drainage facilities, and retention and/or detention areas shall be provided and constructed and paid for by Owner in accordance with final engineering plans to be approved by the Director of Community Development (and substantially in accordance

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with the preliminary engineering plans approved by the Director of Community Development attached hereto as EXHIBIT I and made part hereof (hereinafter referred as the "Storm Drainage Facilities"). In the event that the Storm Drainage Facilities originally installed for the Subject Property are determined to be insufficient based upon conditions which exist immediately after the development of the Subject Property, and not as the result of the development of property adjacent to the Subject Property by a third-party, Owner shall, upon such determination, add additional storm drainage facilities, to the extent practicable. Such Storm Drainage Facilities shall be maintained by the Owner during the course of development, and thereafter shall be maintained by either the Owner or by the subsequent owner(s), all in accordance with a declaration of covenants and restrictions to be recorded on the Subject Property, which declaration shall be in accordance with the required format as set forth in the Subdivision Ordinance and subject to approval by the Director of Community Development. Such declaration shall provide the Village with the right, but not the obligation, to go upon any portion of the Subject Property to maintain and/or repair or replace such Storm Drainage Facilities if they are not suitably maintained so that they remain fully operational, and if the Village takes, in its sole discretion, any such action, such declaration shall provide that the Owner and any such subsequent owner(s) shall immediately upon demand reimburse the Village for all expenses incurred by the Village, and, if not promptly paid, the declaration shall provide the Village with the right to record a lien for any such unpaid expenses against the Subject Property or any portion thereof, and to foreclose on any such lien.

12. Underground Utilities: All electrical, telephone, cable television and natural gas distribution facilities to be installed on the Subject Property, except electrical transformers and meters for natural gas and electricity, shall be installed underground or located within buildings.

13. Easements: Owner shall provide all easements, both on-site and off-site (if applicable), which may be required by the Director of Community Development to enable the Subject Property to be properly drained and to receive water, sanitary sewer, electric, telephone, gas, and cable television service, with the Village being a named grantee in all said easements along with the applicable utility companies and cable television operator. The location for all public improvements shall be as approved by the Village and as shown on final engineering plans to be approved by the Director of Community Development.

14. Contributions: Owner shall not be required to donate any land or money to the Village, or any other governmental body, except as specifically provided in this Agreement. It is agreed by the Owner and the Village that the Owner shall be permitted to make an appropriate contribution, the amount to be based upon the Village's standard rates, in lieu of making improvements to Highland Avenue and Eastgate Road, if it is deemed by the Village that the improvements cannot be made at this time.

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Owner is not required to make contributions to the School District(s), the Park District or the Public Library.

15. Fees: In consideration of the impact of the development of Subject Property on the Village, and in consideration of water mains, sanitary sewer mains and storm sewer mains previously installed by the Village to assist in the serving of the Subject Property with water and sewers, Owner agrees to pay the following fees to the Village in connection with the annexation, zoning and development of the Subject Property, which the Village represents are consistent with fees typically charged for office developments similar to the proposed development of the Subject Property, as of this date recapture fees are as follows.

- A. Watermain recapture fee in the amount of \$ -0-
- B. Storm sewer recapture fee in the amount of \$ -0-.
- C. Sanitary sewer recapture fee in the amount of \$ _____ to be determined.
- D. Transportation Improvements fee in the amount of \$ -0-
- E. Glenbard Waste Water Authority fee in the amount of \$ _____ to be determined.

In addition to these fees, Owner agrees to pay all applicable permit (including, but not limited to building permit) and utility connection fees as required by Village Ordinances at the time of application for the respective permits.

16. Reasonableness of Fees and Charges: Owner further agrees that, based upon the representations of Village as set forth in Section 15 above, the connection charges, fees, contributions, dedications and easements required by this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the Subject Property.

17. Dedication of Public Improvements: Upon execution of this agreement, Owner shall enter into the Development Agreement, attached hereto as Exhibit J and made a part hereof, relative to the construction of the required public improvements. When Owner has completed all required public improvements, in accordance with the Village's Subdivision Ordinance regulations, and said public improvements have been inspected and approved by the Director of Community Development, the Village shall accept said public improvements subject to the two (2) year maintenance guaranty provisions of the Subdivision Ordinance. Notwithstanding this Section, Storm Drainage Facilities, as referenced in Section 11 hereof, shall remain owned by and maintained by Owner and any subsequent owner(s).

18. Oversizing of Public Improvements In the event oversizing of public improvements is hereafter requested and properly authorized by the Village for the Subject Property,

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and agreed to by the Owner, for any of the public improvements constructed to develop the Subject Property, for the purpose of serving property other than the Subject Property, the Village shall pay to the party installing and paying for such improvements the additional costs and carrying charges resulting from the oversized portion of such within thirty (30) days following the completion of the installation of the oversized public improvements.

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

20. Final Engineering Approval: All public improvements required to be constructed hereunder or under the Subdivision Ordinance shall be paid for, constructed and installed by the Owner in accordance with final engineering plans approved by the Director of Community Development.

21. Annexation to Lombard Park District: Owner agrees to petition the Lombard Park District to have the Subject Property annexed to the Lombard Park District upon its annexation to the Village.

22. Consent to Creation of a Special Assessment or Special Service Area Provided that the Village conducts a traffic study which confirms that a traffic signal is warranted at the intersection of Highland Avenue and Eastgate Avenue (hereinafter the "Intersection"), Owner agrees that it will not object to the imposition of a Special Assessment or Special Service Area, incorporating the Subject Property, to provide funds to pay for the cost of a traffic signal at the Intersection. The Special Assessment or Special Service Area shall include those properties in the vicinity of the Subject Property which will directly benefit from the installation of the traffic signal at the Intersection, as determined by the Village.

The assessment formula for the Special Assessment or the financial obligation formula for the Special Service Area shall not place a greater financial burden on the Owner than is attributable to Owner's portion of the volume of traffic to the total volume of traffic at the Intersection.

Owner further agrees that it will not object to the imposition of a Special Assessment(s) or Special Service Area(s) with respect to the construction of any other public

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improvements affecting the area of the Subject Property and which may become necessary at a future date. The assessment formula for any such future Special Assessment(s) or Special Service Area(s) shall be determined as required by law, taking into account the relative benefit to the Subject Property as a result of the public improvements constructed.

23. General Provisions:

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

With copies to:

Village Manager
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148

Director of Community Development
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148

Thomas P. Bayer
KLEIN, THORPE AND JENKINS, LTD.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606

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(2) If to the Developer/Owner:

DMG Real Estate, LLC
799 Roosevelt Road - Building 4, Suite 200
Glen Ellyn, Illinois 60137
Attn: Mr. Darrell J. Stremmer, CEO

With copies to:

V3 Realty Company, L.L.C.
7325 Janes Avenue, suite 100
Woodridge, Illinois 60517
Attn: Mr. Patrick Fox, Vice-President

Mr. John M. Mulherin
Mulherin, Rehfeldt & Varchetto, P.C.
211 South Wheaton Ave. #200
Wheaton, Illinois 60187

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

B. Continuity of Obligations:

(1) In the event of any sale or conveyance by Owner of the Subject Property or any portion thereof, Owner shall notify the Village in writing, within ten (10) working days after the closing of such sale or conveyance, of any and all successors in title to all or any portion of the Subject Property. Such written notice shall include identification of the name(s) of such successor(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance of real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection 23 B.

(2) Upon the condition that the requirements of this subsection 23 B have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner's successors in any manner in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality. In the event that the requirements of this subsection 23 B have not

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been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner's successors in any manner in title until such time as Owner has given the Village the notice required by this subsection

(3) Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Owner in accordance with subsection 23 B (2) above, Owner shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner from any or all of such obligations.

(4) Except as otherwise provided in this subsection 23 B, all the terms and conditions of this Agreement shall constitute covenants running with the land.

(5) Notwithstanding any provision of this Agreement to the contrary, after approval and recording of the final plat of consolidation for the Subject Property, no successor in title other than the Owner shall be required to make any of the contributions set forth in sections 14 and 15 hereof, provided said contributions have been made by Owner.

C. Court Contest: In the event the annexation of the Subject Property, the classification of the Subject Property for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period prescribed in subsection 23 T below.

D. Remedies: The Village and Owner, and their respective successors and assigns, covenant and agree that in the event of a default relative to any of the terms, provisions or conditions of this Agreement by either party, or their successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to the party to such default, the party seeking to enforce said provision shall have the right of specific performance and if said party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.

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

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F. Conveyance, Dedication and Donation of Real Estate and Certain Personal Property: Any conveyance, dedication or donation of real estate required of Owner (hereinafter referred to as "Grantor" in this subsection 23(F) to the Village or another governmental authority (hereinafter referred to as "Grantee" in this subsection 23(F) under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement.

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

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- (b) taxes for the year in which the deed conveyance or dedication is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication; and
- (c) such other exceptions as are acceptable to the Grantee.

The Title Commitment shall be in the amount of the fair market value of the real estate and shall be dated not more than forty five (45) days prior to the time for delivery of the deed, conveyance or dedication, unless Grantor secures so-called "gap coverage" from the Title Company. Grantor shall further cause to be issued within sixty (60) days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the Title Company subject only to the exceptions stated above.

All title insurance charges shall be borne by Owner.

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

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

H. Survival of Representations: Each of the parties agrees that the representations, warranties and recitals set forth in the preambles set forth herein are material and the parties hereby confirm and admit their truth and validity and hereby incorporate such

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representations, warranties and recitals herein with the intent that they shall continue during the period of this Agreement.

I. 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.

J. Reimbursement of Village for Legal and Other Fees and Expenses:

- (1) To Effective Date of Agreement: The Owner concurrently with annexation and zoning of the Subject Property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:
 - (a) the costs incurred by the Village for engineering services;
 - (b) all reasonable attorneys' fees incurred by the Village in connection with this Agreement and the annexation and zoning of the Subject Property; and
 - (c) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.
- (2) From and After Effective Date of Agreement: Except as provided in this subsection, upon demand by Village made by and through its Director of Community Development, Owner from time to time shall promptly reimburse Village for all reasonable expenses and costs incurred by Village in the administration of this Agreement, including, but not limited to, engineering fees, attorneys' fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to: preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of public improvements.

Such costs and expenses incurred by Village in the administration of this Agreement shall be evidenced to the Owner upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Owner, at its

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option, from additional documents designated from time to time by the Owner relevant to determining such costs and expenses.

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

In the event that any third party or parties institute any legal proceedings against the Owner and/or the Village, which relate to the terms of this Agreement, the annexation of the Subject Property, the rezoning of the Subject Property or the development of the Subject Property, then, in that event, the Owner, upon notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (a) Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village, which shall not be unreasonably withheld.
- (b) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Owner, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner shall reimburse the Village, from time to time on written demand from the Director of Community Development and notice of the amount due, for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Owner for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith (and any appeal thereof). Owner may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

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K. No Waiver or Relinquishment of Right to Enforce Agreement: Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon the other 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.

L. 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.

M. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the Village at the expense of the Owner.

N. Authorization to Execute: The Owners, and each of them, in executing this Agreement warrant that they are duly authorized to execute this Agreement. DMG Real Estate, LLC, warrants that the officers executing this Agreement have been lawfully authorized by its Board of Managers to execute this Agreement on its behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Corporate Authorities of the Village to execute this Agreement. The Owners, Developer 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.

O. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owners, the Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

P. Counterparts: This Agreement may be executed in any number of counterparts, each of which taken together, shall constitute one and the same instrument.

Q. Conflict Between the Text and Exhibits: In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

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Village of Lombard/DMG Real Estate

R. Definition of Village: When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

S. Execution of Agreement: This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement, which date shall be the effective date..

T. Term: This Agreement shall be in full force and effect for a term of twenty (20) years from and after the date of its execution.

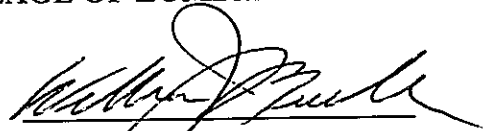
U. Venue: The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

W. Trustee Exculpation Clause This instrument is executed by the undersigned West Suburban Bank, Trustee, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to a portion of the Subject Property herein described and has no agents, employees or control over the management of the Subject Property and no knowledge of other factual matters except as represented to it by the beneficiaries of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder.

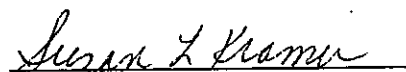
IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE OF LOMBARD

By:


William J. Mueller,
Village President

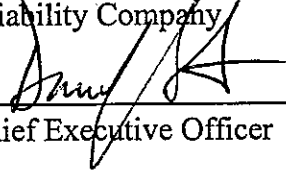
ATTEST:


Suzan L. Kramer
Village Clerk

DATED: 4/2/02

OWNER/DEVELOPER

DMG Real Estate, LLC, an Illinois
Limited Liability Company

By: 
Its: Chief Executive Officer

ATTEST:

Barbara Pearlman
Its: Exec. Abst.

DATED: 3-10-02

OWNERS

West Suburban Bank, not personally but
as Trustee under Trust Agreement dated
June 19, 1978 and known as Trust No. 1804

BY: _____
Its: _____

ATTEST

By: _____
Its: _____

DATED: _____

Vinod Malhotra, not personally but as
Trustee of the Vinod Malhotra Trust dated
December 3, 1996

BY: _____

Neelam Malhotra, not personally but as
Trustee of the Neelam Malhotra Trust dated
December 3, 1996

BY: _____

Melvin Greathouse

Gloria Greathouse

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 Suzan L. Kramer, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 2nd day of April, 2002.

Commission expires: 11/13/05

Diane M. Jantelezio
Notary Public



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 Darrell J. Stealer and Barbara Pearlman are personally known to me to be the Chief Executive Officer and Executive Assistant of DMG Real Estate , LLC, an Illinois Limited Liability Company and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chief Executive Officer and Executive Assistant respectively, and that they appeared before me this day in Person and severally acknowledged that as such Chief Executive Officer and Executive Assistant they signed and delivered the said instrument, pursuant to authority given by the Board of Managers of the Limited Liability Company as their free and voluntary act, and as the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 11 day of March, 2002.

Commission expires: Suzanne M. Moore
Notary Public, State of Illinois
My Commission Expires 8/31/2003

Suzanne M. Moore
Notary Public

Annexation Agreement
 Village of Lombard/DMG Real Estate

DEVELOPER

DMG Real Estate, LLC, an Illinois
 Limited Liability Company

ATTEST:

By: _____
 Its: Chief Executive Officer

Its: _____

DATED: _____

THIS INSTRUMENT is executed by West Suburban Bank ("WSB") not personally or jointly, but only as trustee as aforesaid in the **OWNERS** capacity and as trustee of the trusts herein named in it as such trustee. All the aforesaid, with all the covenants and conditions set forth herein are solely on behalf of the trust and shall not be a part of any independent liability or obligation of WSB but shall be deemed to be a liability of the trust. WSB shall be bound to the extent of the assets of the trust and no personal liability shall be asserted or be enforceable against WSB by reason of the terms, provisions, agreements, conditions, warranties, representations, or other matters herein set forth, all such personal liability of WSB being expressly waived.

ATTEST

By: _____
 Its: _____
 WEST SUBURBAN BANK
 NOT PERSONALLY BUT AS
 TRUSTEE OF TRUST NO. 1804
 BY Vinod Malhotra
 TRUST OFFICER

DATED: _____

West Suburban Bank, not personally but
 as Trustee under Trust Agreement dated
 June 19, 1978 and known as Trust No. 1804
 WEST SUBURBAN BANK
 NOT PERSONALLY BUT AS
 TRUSTEE OF TRUST NO. 1804
 BY Christine Tawleh
 Its: _____
 TRUST OFFICER

Vinod Malhotra, not personally but as
 Trustee of the Vinod Malhotra Trust dated
 December 3, 1996

BY: _____

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 Darrell J. Stealer and _____, are personally known to me to be the Chief Executive Officer and _____ Secretary of DMG Real Estate, LLC, an Illinois Limited Liability Company and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chief Executive Officer and _____ respectively, and that they appeared before me this day in Person and severally acknowledged that as such Chief Executive Officer and _____ Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of Managers of the Limited Liability Company as their free and voluntary act, and as the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2001.

Commission expires: _____

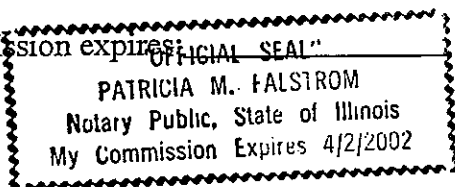
Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, the undersigned, a notary in and for said county, in the State aforesaid DO HEREBY CERTIFY that Christine Thibault personally known to me to be the Trust Officer of West Suburban Bank and Tracy Blake personally known to me to be the Trust Officer of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in persona and severally acknowledged that they signed and delivered the said instrument as Trust Officer and Trust Officer of said corporation, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary acts, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 14th day of December, 2001.

Commission expires: _____



Patricia Falstrom
Notary Public

OWNERS

West Suburban Bank, not personally but
as Trustee under Trust Agreement dated
June 19, 1978 and known as Trust No. 1804

ATTEST

BY: _____
Its: _____

By: _____
Its: _____

DATED: _____

Vinod Malhotra, not personally but as
Trustee of the Vinod Malhotra Trust dated
December 3, 1996

BY: Vinod Malhotra

Neelam Malhotra, not personally but as
Trustee of the Neelam Malhotra Trust dated
December 3, 1996

BY: Neelam Malhotra

Melvin Greathouse

Gloria Greathouse

Annexation Agreement
Village of Lombard/DMG Real Estate

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, the undersigned, a notary in and for said county, in the State aforesaid DO HEREBY CERTIFY that _____ personally known to me to be the _____ of West Suburban Bank and _____ personally known to me to be the _____ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in persona and severally acknowledged that they signed and delivered the said instrument as _____ and _____ of said corporation, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary acts, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2001.

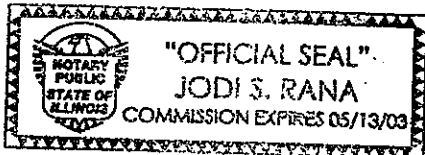
Commission expires: _____
Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF ^{COOK} DU-PAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Vinod Malhotra, not personally but as Trustee of the Vinod Malhotra Trust dated December 3, 1996, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged herself to be the trustee of The Vinod Malhotra Trust dated December 3, 1996 and that being authorized to do so, that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notary Seal this 15th day of January, 2002.

Commission expires: 5-13-03
Jodi S. Rana
Notary Public



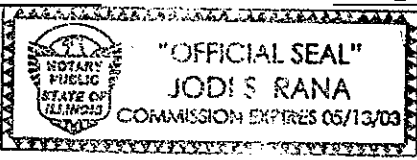
Annexation Agreement
Village of Lombard/DMG Real Estate

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Neelam Malhotra, not personally but as Trustee of the Neelam Malhotra Trust dated December 3, 1996, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged herself to be the trustee of The Neelam Malhotra Trust dated December 3, 1996 and that being authorized to do so, that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notary Seal this 15th day of January, 2001.2

Commission expires: 5-13-03 Jodi S. Rana



Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a notary in and for said county, in the State aforesaid DO HEREBY CERTIFY that Melvin Greathouse and Gloria Greathouse 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2001.

Commission expires: _____
Notary Public

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 Suzan L. Kramer, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 2nd day of April, 2002.

Commission expires: 11/13/05

Diane M. Jantelezio
Notary Public

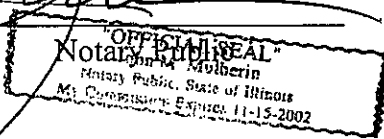


STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Darrell J. Stealer and Barbara Pearlman are personally known to me to be the Chief Executive Officer and Executive Assistant of DMG Real Estate , LLC, an Illinois Limited Liability Company and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chief Executive Officer and Executive Assistant respectively, and that they appeared before me this day in Person and severally acknowledged that as such Chief Executive Officer and Executive Assistant they signed and delivered the said instrument, pursuant to authority given by the Board of Managers of the Limited Liability Company as their free and voluntary act, and as the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 17th day of January, 2002.

Commission expires: _____

[Signature]


Annexation Agreement
Village of Lombard/DMG Real Estate

OWNERS

_____ West Suburban Bank, not personally but
as Trustee under Trust Agreement dated
June 19, 1978 and known as Trust No. 1804

ATTEST

BY: _____

Its: _____

By: _____
Its: _____

DATED:

Vinod Malhotra, not personally but as
Trustee of the Vinod Malhotra Trust dated
December 3, 1996

BY: _____

_____ Neelam Malhotra, not personally but as
Trustee of the Neelam Malhotra Trust dated
December 3, 1996

BY: _____

_____ *Melvin Greathouse* Melvin Greathouse

Gloria Greathouse 1-15-02 Gloria Greathouse

Annexation Agreement
Village of Lombard/DMG Real Estate

GIVEN under my hand and Notary Seal this _____ day of _____, 2001.

Commission expires: _____

Notary Public

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 Neelam Malhotra, not personally but as Trustee of the Neelam Malhotra Trust dated December 3, 1996, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged herself to be the trustee of The Neelam Malhotra Trust dated December 3, 1996 and that being authorized to do so, that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notary Seal this _____ day of _____, 2001.

Commission expires: _____

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF ^{COOK} ~~DUPAGE~~)

I, the undersigned, a notary in and for said county, in the State aforesaid DO HEREBY CERTIFY that Melvin Greathouse and Gloria Greathouse 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 15th day of January, 2002

Commission expires: 5-13-03

Jodi S. Rana
Notary Public



**EXHIBIT A
TO
ANNEXATION AGREEMENT BY AND BETWEEN
VILLAGE OF LOMBARD AND DMG REAL ESTATE, LLC**

Legal description of the Subject Property:

Parcel 1:

The West ½ of the following described parcel: South 198 feet of the north 1196 feet of the East ½ of the Southwest 1/4 (except the East 731.50 feet thereof) of Section 20, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

Parcel 2:

The East ½ of the following described parcel: South 198 feet of the North 1196 feet of the East ½ of the Southwest 1/4 (except the East 731.50 feet thereof) of Section 20, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

Parcel 3:

The South 100 feet of the North 1,296 feet of the East ½ of the Southwest 1/4 (except the East 1,026.61 feet as measured on the North line of said South 100 feet and except the East 1,026.58 feet as measured on the South line of said South 100 feet) of Section 20, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

Parcel 4:

The South 100 feet of the North 1,296 feet of the East ½ of the Southwest 1/4 (except the East 731.50 feet measured on the north and south lines and except the West 312.11 feet measured on the North line by the West 312.08 feet measured on the South line) of Section 20, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

**EXHIBIT B
TO
ANNEXATION AGREEMENT BY AND BETWEEN
VILLAGE OF LOMBARD AND DMG REAL ESTATE, LLC**

Site Plan for Subject Property (Section 7):



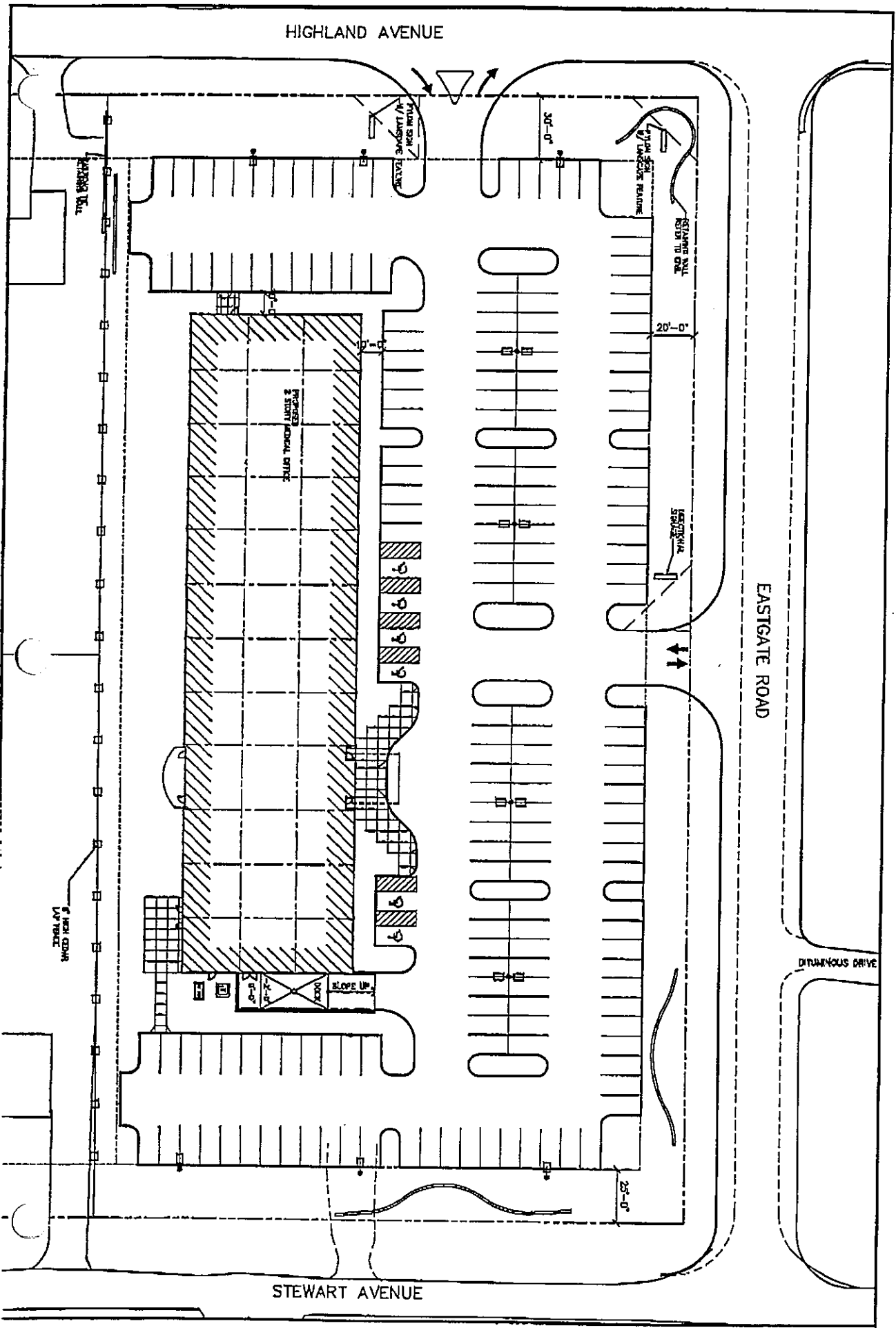
ECKENHOFF SAUNDERS ARCHITECTS
270 SOUTH CANTON, SUITE 200, CHICAGO, ILLINOIS 60607
312/861264 312/761839 FAX

PROJECT DUPAGE MEDICAL GROUP

PROJ. NO. 09021 DATE 11.02.01

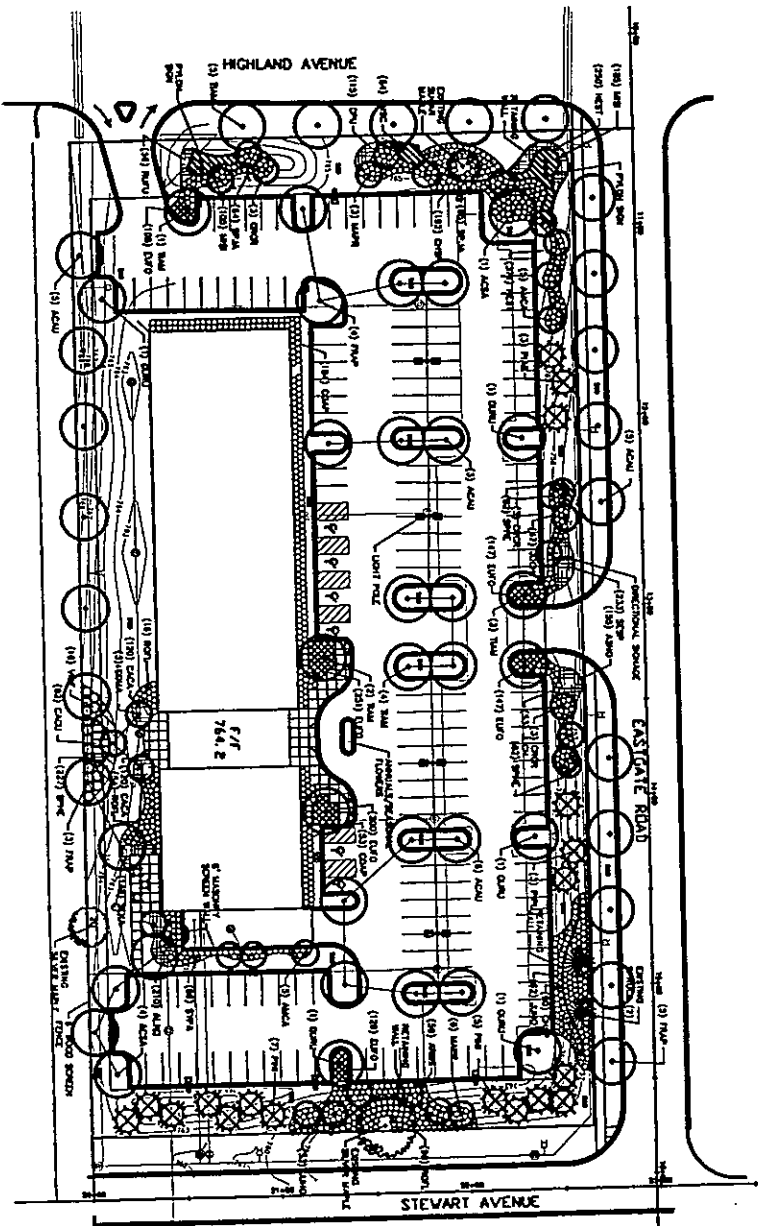
TITLE PROPOSED SITE PLAN

REFERENCE SHIT. ASK-1 SHEET NO. ASK-1



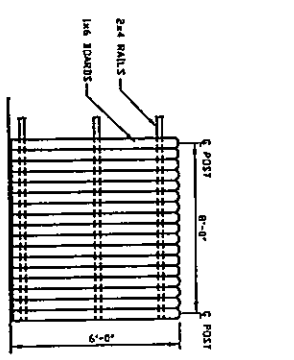
**EXHIBIT C
TO
ANNEXATION AGREEMENT BY AND BETWEEN
VILLAGE OF LOMBARD AND DMG REAL ESTATE, LLC**

Landscape Plan for Subject Property (Section 7):



PLANT LIST

SYM	SYMBOL	CULTIVAR	COMMON NAME	SIZE
SHRUBS				
BTM	BOTHICUL VALUE			
EXPERIMENTAL				
BTM	NOT ANNUAL VALUE			
PERENNIALS				
BTM	NOT ANNUAL VALUE			



SYM	SYMBOL	CULTIVAR	COMMON NAME	SIZE
BTM	NOT ANNUAL VALUE			



DUPAGE MEDICAL GROUP
 LOMBARD, ILLINOIS
 PRELIMINARY LANDSCAPE PLAN

DATE: 11-20-07
 DRAWN BY: EIV
 CHECKED BY: EIV
 PROJECT NO: 07-07-210
 SHEET NO: 11

Edwards and Kelcey
 Engineering
 Consulting
 Construction
 Value Engineering
 Real Estate Services

One North Franklin, Suite 1800
 Chicago, Illinois 60601
 Voice: 312-251-3000
 Fax: 312-251-3015
 www.ekc.com

NO.	DATE	DESCRIPTION
1	11-20-07	REVISED LANSHP CONCEPTS
2	11-20-07	REVISED LANSHP CONCEPTS

EXHIBIT D
TO
ANNEXATION AGREEMENT BY AND BETWEEN
VILLAGE OF LOMBARD AND DMG REAL ESTATE, LLC

Legal Description of Adjacent Parcel that will benefit from Cross Access Easement Agreement

EXHIBIT E
TO
ANNEXATION AGREEMENT BY AND BETWEEN
VILLAGE OF LOMBARD AND DMG REAL ESTATE, LLC

Plat of Consolidation of Subject Property (Section 7)

FINAL PLAT OF CONSOLIDATION OF DUPAGE MEDICAL GROUP

SOUTH PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PUBLIC COMMISSION SURVEYING BLOCK
 UNDER THE AUTHORITY PROVIDED BY THE ILLINOIS RECORDS STATUTES
 CONCERNING THE PUBLIC COMMISSION SURVEYING BLOCKS THAT PLAT
 WAS FIRST APPROVED BY THE VILLAGE OF LOMBARD, ILLINOIS, THE PLAT
 STATE OF ILLINOIS } IS
 COUNTY OF DUPAGE } IS
 APPROVED BY THE PUBLIC COMMISSION OF THE VILLAGE OF LOMBARD, ILL.
 THIS _____ DAY OF _____ A.D. 19____

OWNER CERTIFICATE
 STATE OF ILLINOIS } IS
 COUNTY OF DUPAGE } IS
 I, THE OWNER OF THE LAND DESCRIBED
 IN THIS PLAT, DO HEREBY CERTIFY THAT THE PLAT AND THE SURVEY
 THEREON WERE MADE BY A SURVEYOR LICENSED UNDER THE LAWS OF THE
 STATE OF ILLINOIS, AND THAT THE SAME COMPLY WITH ALL THE
 REQUIREMENTS OF SAID LAWS, AND THAT THE SAME ARE CORRECT AND
 ACCURATE IN ALL RESPECTS, AND THAT I HAVE NOT BEEN ADVISED BY
 ANY OTHER PARTY HAVING KNOWLEDGE OF THE MATTER THAT THE SAME
 ARE IN ANY MANNER DEFECTIVE OR IMPERFECT IN ANY RESPECT.
 THIS _____ DAY OF _____ A.D. 19____

SECRETARY
 VILLAGE BOARD OF TRUSTEES SURVEYING BLOCK
 STATE OF ILLINOIS } IS
 COUNTY OF DUPAGE } IS
 APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
 VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF
 _____ A.D. 19____

NOTARY PUBLIC
 I, _____, A NOTARY PUBLIC IN AND FOR THE
 STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I AM A
 LICENSED NOTARY PUBLIC UNDER THE LAWS OF THE STATE OF ILLINOIS,
 AND THAT I HAVE PERSONALLY KNOWN THE SIGNERS OF THE FOREGOING
 INSTRUMENT TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED
 THEREON, AND THAT THEY ARE FULLY CAPABLE OF UNDERSTANDING THE
 NATURE AND CONSEQUENCES OF THE SAME.
 THIS _____ DAY OF _____ A.D. 19____

VILLAGE CLERK CERTIFICATE
 VILLAGE OF COLLECTION SURVEYING BLOCK
 COUNTY CLERK CERTIFICATE
 STATE OF ILLINOIS } IS
 COUNTY OF DUPAGE } IS
 APPROVED BY THE COUNTY CLERK OF DUPAGE COUNTY,
 ILLINOIS, THIS _____ DAY OF _____ A.D. 19____

STATE REGISTERED PROFESSIONAL CORNER
 STATE OF ILLINOIS } IS
 COUNTY OF DUPAGE } IS
 APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF LOMBARD,
 ILLINOIS, THIS _____ DAY OF _____ A.D. 19____

COUNTY CLERK
 COUNTY RECORDS CERTIFICATE
 STATE OF ILLINOIS } IS
 COUNTY OF DUPAGE } IS
 THIS INSTRUMENT NUMBER _____ HAS BEEN FILED FOR
 RECORD IN THE RECORDS OF THE COUNTY CLERK OF DUPAGE COUNTY,
 ILLINOIS, THIS _____ DAY OF _____ A.D. 19____

VILLAGE ENGINEER CERTIFICATE
 STATE OF ILLINOIS } IS
 COUNTY OF DUPAGE } IS
 APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF LOMBARD,
 ILLINOIS, THIS _____ DAY OF _____ A.D. 19____

EXHIBIT INFORMATION
 WITH RESPECT TO THE PUBLIC COMMISSION SURVEYING BLOCKS
 AND THE PUBLIC UTILITY SURVEYING BLOCKS, THE PUBLIC COMMISSION
 HAS THE HONOR TO ANNOUNCE THAT THE PUBLIC COMMISSION HAS
 REVIEWED THE MATTER AND HAS DETERMINED THAT THE MATTER IS
 IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS,
 AND THAT THE MATTER IS CORRECT AND ACCURATE IN ALL RESPECTS,
 AND THAT THE SAME COMPLY WITH ALL THE REQUIREMENTS OF SAID
 LAWS, AND THAT THE SAME ARE CORRECT AND ACCURATE IN ALL
 RESPECTS, AND THAT I HAVE NOT BEEN ADVISED BY ANY OTHER
 PARTY HAVING KNOWLEDGE OF THE MATTER THAT THE SAME ARE
 IN ANY MANNER DEFECTIVE OR IMPERFECT IN ANY RESPECT.

SECRETARY CERTIFICATE
 STATE OF ILLINOIS } IS
 COUNTY OF DUPAGE } IS
 APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
 VILLAGE OF LOMBARD, ILLINOIS, THIS _____ DAY OF
 _____ A.D. 19____

VILLAGE CLERK CERTIFICATE
 VILLAGE OF COLLECTION SURVEYING BLOCK
 COUNTY CLERK CERTIFICATE
 STATE OF ILLINOIS } IS
 COUNTY OF DUPAGE } IS
 APPROVED BY THE COUNTY CLERK OF DUPAGE COUNTY,
 ILLINOIS, THIS _____ DAY OF _____ A.D. 19____

COUNTY CLERK
 COUNTY RECORDS CERTIFICATE
 STATE OF ILLINOIS } IS
 COUNTY OF DUPAGE } IS
 THIS INSTRUMENT NUMBER _____ HAS BEEN FILED FOR
 RECORD IN THE RECORDS OF THE COUNTY CLERK OF DUPAGE COUNTY,
 ILLINOIS, THIS _____ DAY OF _____ A.D. 19____

VILLAGE ENGINEER CERTIFICATE
 STATE OF ILLINOIS } IS
 COUNTY OF DUPAGE } IS
 APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF LOMBARD,
 ILLINOIS, THIS _____ DAY OF _____ A.D. 19____

NO.	DATE	REVISION	DESCRIPTION

DESIGNED BY:
V3 REALTY COMPANY, L.L.C.
 7323 JAMES AVENUE - SUITE 100
 ROUNDWOOD, ILLINOIS 60517
 (630) 271-1111

Engineers
Scientists
Surveyors

7323 James Avenue, Suite 100
 Roundwood, Illinois 60517
 (630) 271-1111
 v3reality.com

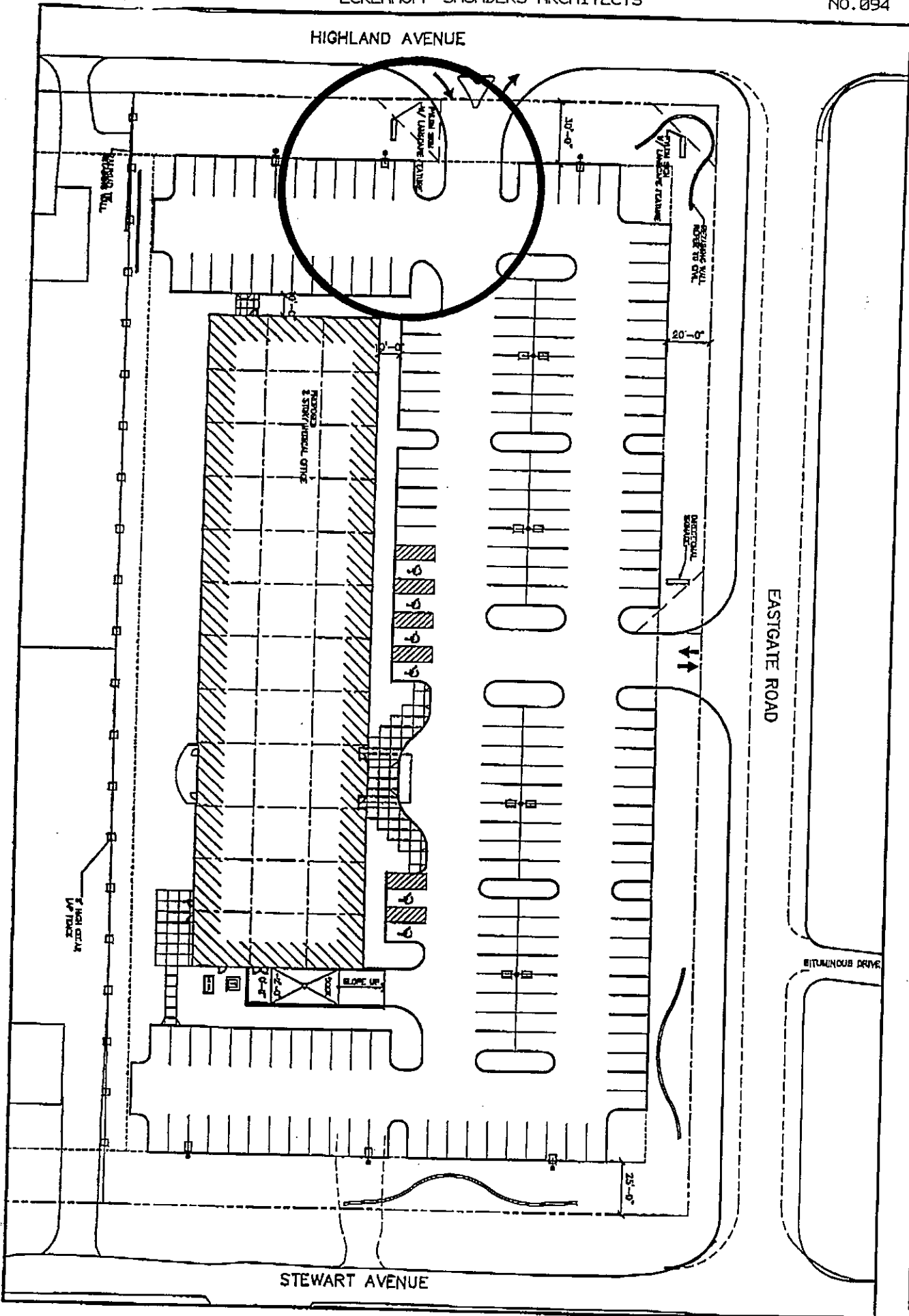
FINAL PLAT OF CONSOLIDATION
 DUPAGE MEDICAL GROUP - LOMBARD, ILLINOIS
 DRAWING COMPLETED 10-11-2009 | DRAWN BY: JLD/CPH | PROJECT NUMBER: 001
 Project No: 01007/09
 Sheet No: 004

**EXHIBIT F
TO
ANNEXATION AGREEMENT BY AND BETWEEN
VILLAGE OF LOMBARD AND DMG REAL ESTATE, LLC**

Signage Plan of Subject Property (Section 8):



ECKENHOFF SAUNDERS ARCHITECTS
770 SOUTH DUNTON, SUITE 200, CHICAGO, ILLINOIS 60607
312/7622004 312/7622008 FAX



EASTGATE ROAD

BITUMINOUS DRIVE

HIGHLAND AVENUE

STEWART AVENUE

PROJECT _____ DATE _____

PROJ. NO. 01021

TITLE PROPOSED SITE PLAN

REFERENCE SH. ASK-1 SHEET NO. _____

**EXHIBIT G
TO
ANNEXATION AGREEMENT BY AND BETWEEN
VILLAGE OF LOMBARD AND DMG REAL ESTATE, LLC**

Water Main Extension Plan of Subject Property (Section 9):

**EXHIBIT H
TO
ANNEXATION AGREEMENT BY AND BETWEEN
VILLAGE OF LOMBARD AND DMG REAL ESTATE, LLC**

Sanitary Sewer Service Plan for Subject Property (Section 10):

**EXHIBIT I
TO
ANNEXATION AGREEMENT BY AND BETWEEN
VILLAGE OF LOMBARD AND DMG REAL ESTATE, LLC**

Preliminary Engineering Plans for Stormwater Management Plan for Subject Property (Section 11):

Exhibits G, H & I

Sheet 1 of 3

Note: This is a preliminary engineering plan not authorized by a Village of Lombard building permit.

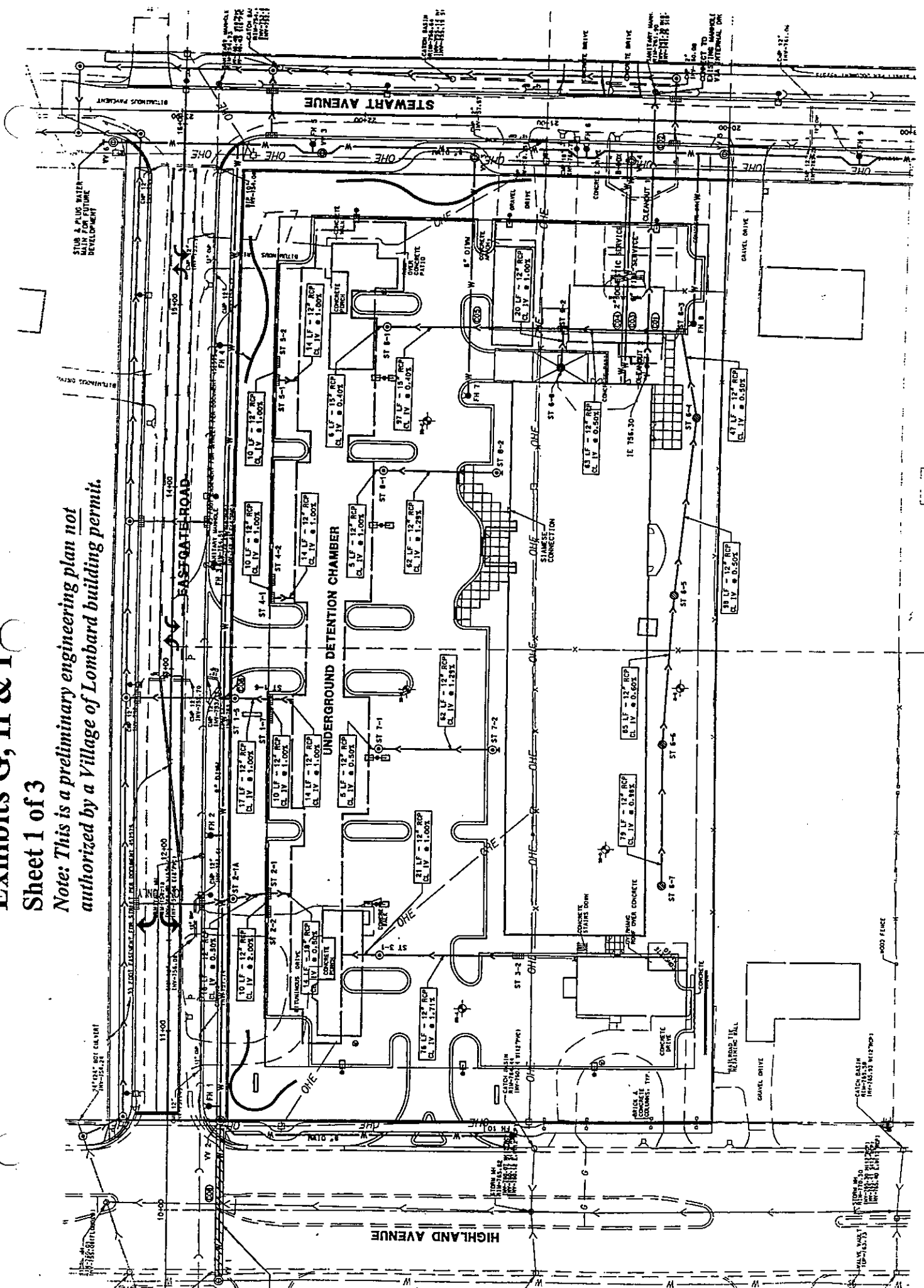
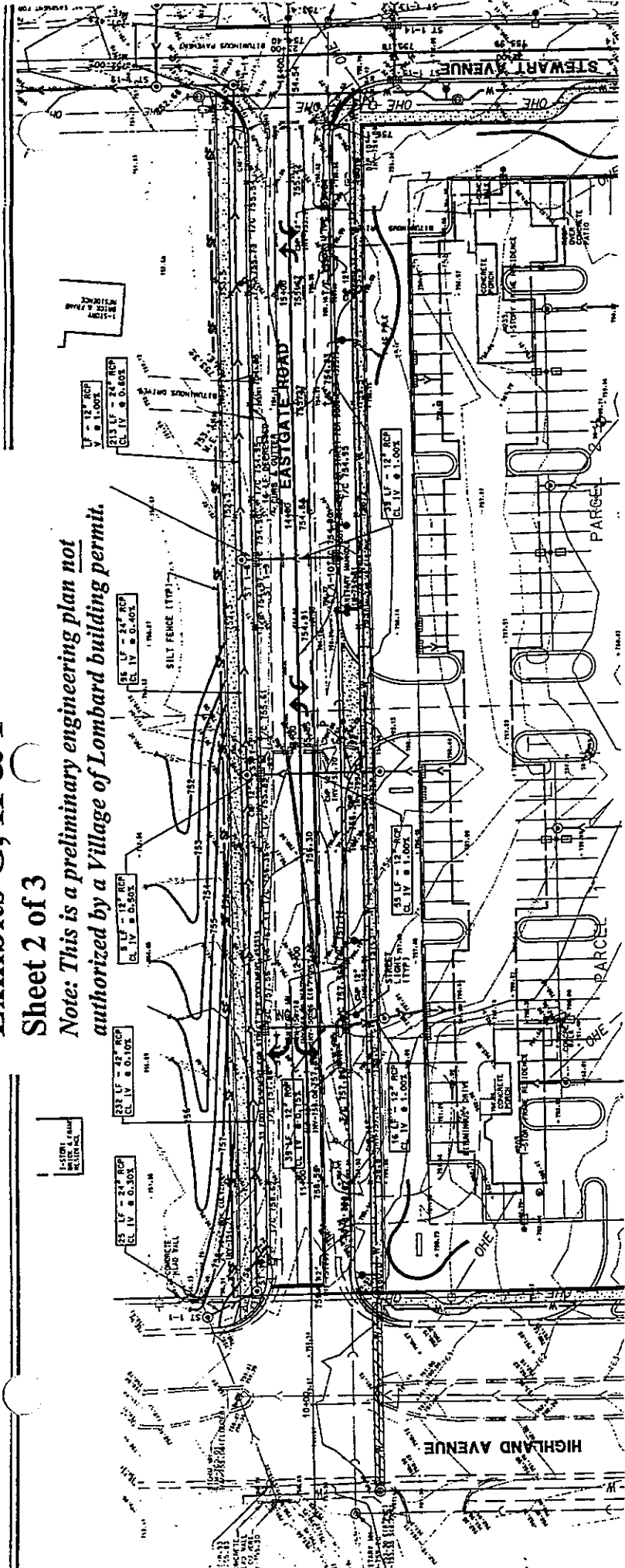


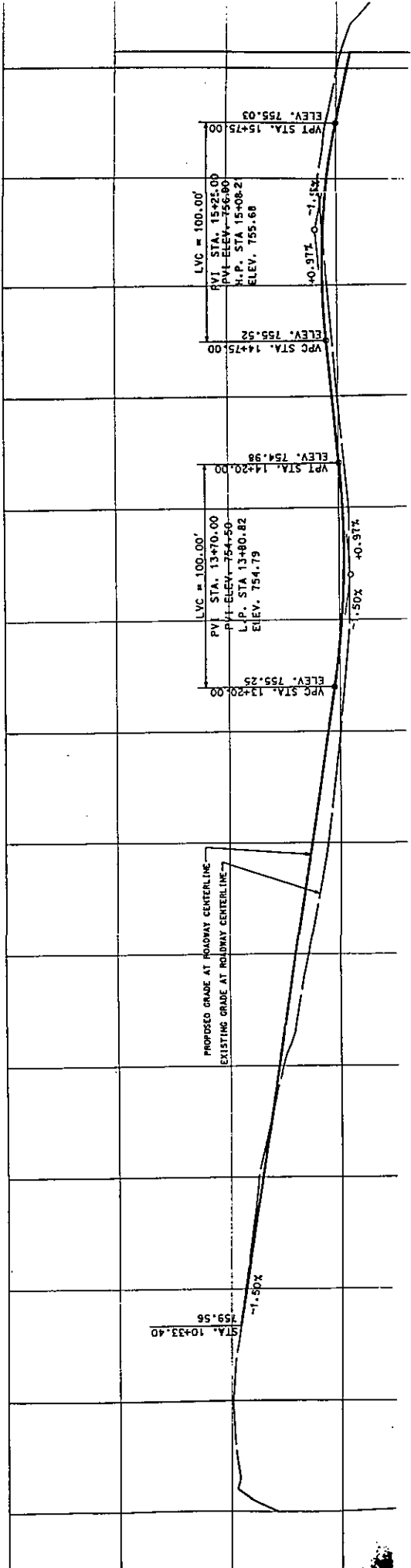
EXHIBIT G, H & I

Sheet 2 of 3

Note: This is a preliminary engineering plan not authorized by a Village of Lombard building permit.



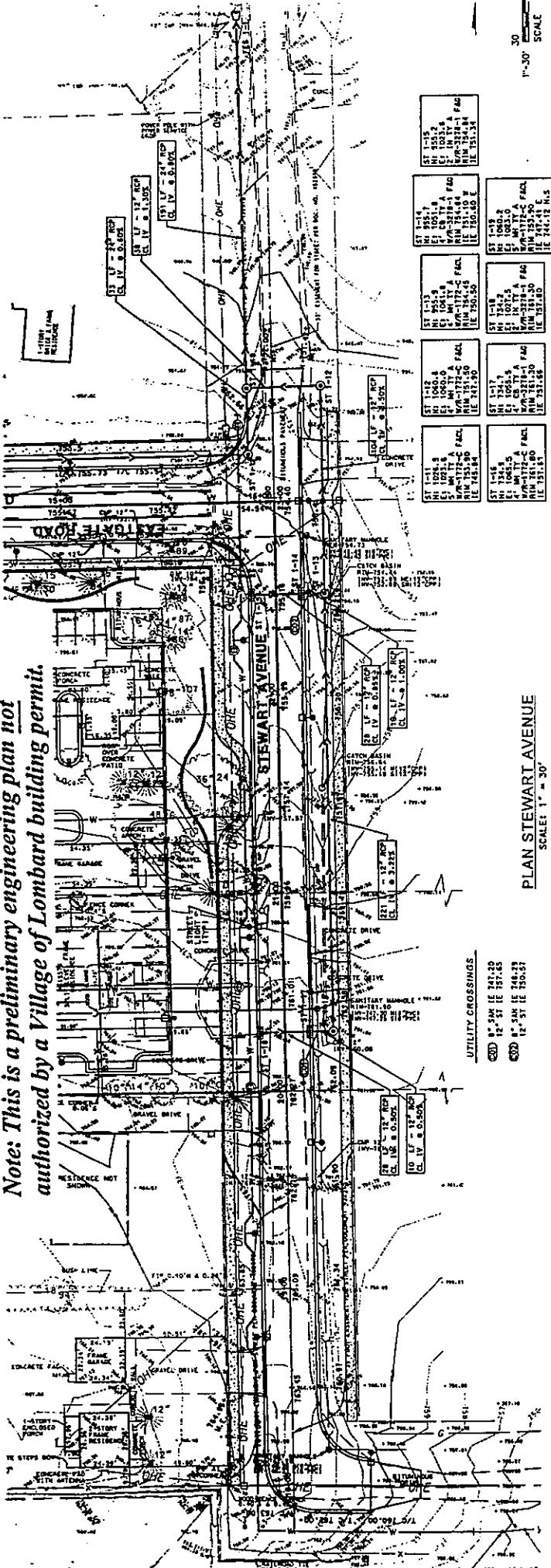
PLAN EASTGATE ROAD
SCALE: 1" = 30'



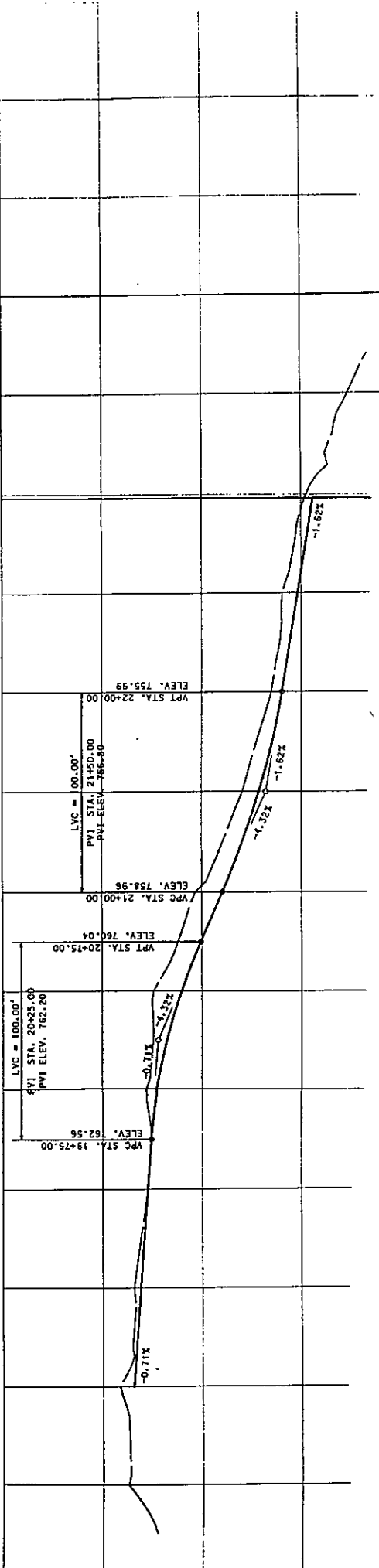
Exhibits G, H & I

Sheet 3 of 3

Note: This is a preliminary engineering plan not authorized by a Village of Lombard building permit.



PLAN STEWART AVENUE
SCALE: 1" = 30'



UTILITY CROSSINGS
 8" DIA. IE 247.20
 12" ST IE 157.65
 8" DIA. IE 146.29
 12" ST IE 150.51

30
1"=30'
SCALE

**VILLAGE OF LOMBARD/DMG REAL ESTATE, LLC
DEVELOPMENT AGREEMENT**

**AN AGREEMENT RELATING TO THE APPROVAL OF THE DUPAGE MEDICAL
GROUP DEVELOPMENT**

This Development Agreement, (the "Development Agreement") is made and entered into this 17th day of January, 2002 and is by and between DMG Real Estate, LLC, an Illinois Limited Liability Company, (the "Owner") , and the VILLAGE OF LOMBARD, a municipal corporation, located in DuPage County, Illinois, (the "Village").

RECITALS:

- A. Owner is the record owner of the property legally described in EXHIBIT A, attached hereto and made a part hereof (the "Subject Property"), and proposes to develop the Subject Property;
- B. The Subject Property will, concurrent with the execution of this Development Agreement be annexed to the Village pursuant to the terms of a certain Annexation Agreement dated as of the 17 day of January, 2002;
- C. Owner has prepared a Final Plat of Consolidation which has been approved by the Plan Commission and the President and Board of Trustees of the Village (the "Corporate Authorities") and which upon receipt by the Village of an Irrevocable Letter of Credit for an amount specified as security for subdivision improvements, and for such other purpose or purposes herein mentioned if any, and upon execution of this Development Agreement shall be recorded with the Recorder of Deeds of DuPage County;
- D. Owner intends to develop the Subject Property in full compliance with the Site Plan attached hereto as EXHIBIT B and made part hereof, entitled "DuPage Medical Group", prepared by Eckenhoff Saunders Architects as last revised on 11/02/01 (the "Site Plan"), and to landscape the Subject Property in full compliance with the landscape plan attached hereto as EXHIBIT C, made a part hereof, and entitled "DuPage Medical Group Landscape Plan" prepared by Edwards & Kelcey, Landscape Architects, as last revised on 11/27/01 (the "Landscape Plan"), each of which have been approved by the Corporate Authorities; and
- E. Owner has entered into a contract or will enter into a contract for the construction of the public improvements required to be made (the

“Development Improvements”) in accordance with the terms of the Annexation Agreement and the Village and Owner have agreed as to the security that Owner will be required to post to insure the construction and installation of the Development Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner to Deposit Letter of Credit

1.1 The construction of the Development Improvements may commence only after Owner has delivered one or more irrevocable letter(s) of credit (the “Letter of Credit”) satisfactory to the Village and issued by a bank or financial institution approved by the Village, in an amount equal to One Hundred Fifteen Percent (115%) of the Owner's engineer's estimate of cost of construction of the Development Improvement as approved by the Village's engineer. The Development Improvements shall include underground utilities (including water distribution system, sanitary sewer system, and storm sewers) with appurtenances; storm water control systems (including retention or detention ponds, drainage ways and related facilities); right-of-way improvements, (streets, curbs, gutters, sidewalks, streetlights, pedways, and parkway landscaping); and all related grading improvements.

1.2 The Letter of Credit, assurances, guarantees, acceptances, and related matters shall, in all instances, comply with the terms of the Village Code, the Annexation Agreement and the provisions of the Ordinances adopted by the Village and related to the Subject Property.

1.3 It is expressly understood that the Village's obligations under this Development Agreement are conditioned upon, and subject to, the issuance and delivery to the Village of the Letter of Credit from a financial institution and in the form reasonably acceptable to the Village.

2. Owner's Obligation to Construct Development Improvements

2.1 Owner agrees to cause, with due dispatch and diligence, the construction of the Development Improvements as are required under the Village Code, the Annexation Agreement and the Ordinances adopted by the Village relative to the Subject Property, as well as in accordance with the Site Plan, the Landscape Plans, and engineering plans approved by the Village. Owner covenants and agrees that, when required to bring about progress in the work with due dispatch, Owner will take aggressive steps to enforce each contract connected with the construction of

Development Improvements so that they will be duly and satisfactorily completed within the time or times specified herein.

2.2 Owner covenants and agrees that all work in the construction of Development Improvements shall be done in a good, substantial and workmanlike manner, that all manufactured materials used therein shall be of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject to the Village's approval. Owner will, at its sole cost and expense, furnish all necessary engineering services for the construction of the Development Improvements.

3. Time for Construction of Development Improvements

3.1 The construction of the Development Improvements shall be completed within 24 months of the recording of the final plat of subdivision unless otherwise extended by amendment to this Development Agreement approved by the Owner and the Corporate Authorities.

3.2 The construction of the Development Improvements by Owner shall comply with the following:

3.2.1 Sediment and Erosion Control

Sediment and erosion control measures (the "Erosion Control Measures") shall be implemented in accordance with the requirements of the Village Code prior to the issuance of building permits or authorization to proceed with mass grading or other improvements to the Subject Property. Erosion Control Measures shall be maintained during the entire construction process and shall be inspected and repaired as necessary after each significant rainfall. Failure to do so may result in the issuance of a stop work order relative to the construction taking place on the Subject Property.

3.2.2 Installation of Perimeter Construction Fence

Owner agrees to cause a construction fence to be installed on the perimeter of the Subject Property during the period of the time that the Development Improvements are under construction.

3.2.3 Eastgate Avenue Construction

As part of the improvements to Eastgate Avenue, the Owner shall construct a storm sewer along the North side of Eastgate Avenue, from the point at which the

outfall pipe from the Owner's private stormwater management system intersections with the North side of Eastgate Avenue (hereinafter referred to as the "Private Connection Point"), to Stewart Avenue, so that storm water from the Subject Property flows into said storm sewer to be constructed on the North side of Eastgate Avenue, rather than flowing over land to the North. In addition, in the event that a storm sewer is not yet located in Stewart Avenue at the time of the construction of the aforesaid storm sewer in Eastgate Avenue, the Owner shall construct a storm sewer in Stewart Avenue, from the point of connection with the aforesaid storm sewer in Eastgate Avenue to an outfall point located North therefrom, as determined by the Village's Director of Community Development, but in no event more than four hundred sixty-six (466) feet North of the storm sewer in Eastgate Avenue. In relation to any such storm sewer constructed by the Owner in Stewart Avenue, the Owner shall be entitled to recapture one hundred percent (100%) of its construction costs. Concurrent with the subsequent development, or annexation, of any of the properties adjacent to that portion of Stewart Avenue in which the storm sewer is constructed by Owner (the "Adjacent Properties") the Village shall require as a condition of the development and/or annexation, that the developer (the "Stewart Ave. Developer") of any of the Adjacent Properties reimburse the Owner for one hundred percent (100%) of its recaptured costs. Owner shall assign its rights to the Stewart Ave. Developer to recapture costs from the Adjacent Properties their proportionate share of the recaptured costs. For purposes of this agreement, the phrase "recaptured costs" shall include all of Owner's construction costs incurred in conjunction with the installation of the storm water sewer including amounts expended for engineering design, permits and construction. Finally, the parties hereto acknowledge that, because a portion of the North side of the Eastgate Avenue right-of-way is located in a floodway, the Owner's improvement to Eastgate Avenue, from Highland Avenue to the Private Connection Point (hereinafter referred to as the "Floodway Improvement"), must currently provide for the retention of the drainage ditch along the North side of Eastgate Avenue. Notwithstanding the foregoing, if the Village is able to work with the County to obtain permission for the filling in of said drainage ditch as part of the Floodway Improvement, the Owner agrees to fill in said drainage ditch, construct a storm sewer on the North side of Eastgate Avenue from Highland Avenue to the Private Connection Point, so as to maintain a storm sewer from Highland Avenue to Stewart Avenue on the North side of Eastgate Avenue, and revise its plans for the improvement of Eastgate Avenue, as directed by the Village's Director of Community Development, to accommodate the foregoing.

3.2.4 Construction of Eastgate Avenue/Stewart Avenue Intersection Traffic Control Improvements

If required by the Village, Owner agrees to design and construct such traffic control devices and improvements as deemed appropriate by the Village on Stewart Avenue and/or Eastgate Avenue at or near the intersection of said streets.

3.2.5 Tree Preservation Measures.

All necessary tree preservation measures, including tagging of trees to be preserved and fencing around the tree drip lines, shall be implemented prior to issuance of building permits, authorization to proceed with mass grading, or any other improvements to the Subject Property.

3.2.6 Authorization to Proceed with Public Improvements.

Owner's authorization to proceed with the construction of the Development Improvements shall be conditioned upon the Village's receipt of: approved final engineering plans, payment of all required fees, an approved Letter of Credit, recording of this Development Agreement, the Annexation Agreement and the Final Plat of Consolidation and compliance with all provisions of this Development Agreement.

3.2.7 Construction of Storm Water Control System

The storm water management system for the Subject Property is to be operational prior to the issuance of the final certificate of occupancy. An operational storm water management system means that the volume of the underground storm water detention tanks designed for collection of storm water runoff generated by the Subject Property is adequate for the flow being directed to it and the restrictor outlet is in place and that the system has been reviewed and approved by the Village's Director of Community Development. Final grading and landscaping of the detention/retention pond(s) shall be completed in conjunction with final landscaping for each phase of construction on the Subject Property.

3.2.8 Issuance of Building Permits

1) Foundation-Only Permits

Foundation-only permits may be issued upon completion of adequate construction access to the corresponding building sites and the completion of underground utility work across the street frontage of the Subject Property, Adequate access shall mean a maintained gravel access road.

2) Building Permits

Building permits may be issued upon provision of adequate emergency access to the building site (gravel sub base) and an operational fire hydrant within 300 feet of the subject building site.

3.2.9 Certificate of Occupancy

The issuance of a Certificate of Occupancy shall be conditioned upon satisfactory completion of the following:

- 1) Inspection and approval by the Bureau of Inspectional Services;
- 2) Completion of the water distribution system including testing and chlorination. No occupancy permit shall be granted by the Village until the water distribution system in the Subject Property has been looped into the Village water distribution system.
- 3) Completion of the sanitary sewer system to the building;
- 4) Substantial completion of the vehicular traffic areas in the Subject Property with either a turnaround capability for a fire truck or a gravel base in the Subject Property in a manner to provide two means of emergency access for the office building. Substantial completion shall include curbs, gutter, street lights, and the base course of asphalt.
- 5) Required sidewalks, per the Site Plan, must be installed
- 6) Landscaping of the Subject Property, in accordance with the Landscape Plan, must be substantially completed, including parkway trees, final grading and ground cover. This condition may be waived by the Department of

Community Development on account of winter conditions provided a Letter of Credit in favor of the Village is posted by Owner to insure the completion of the Landscape Plan on or before a date certain.

- 7) Record drawings (as-builts) of the storm water detention system and of the sanitary sewer and domestic water facilities, required to serve the building on the Subject Property, shall be submitted and approved prior to the issuance of the Certificate of Occupancy.

3.2.10 Other Improvements

All other required landscaping and other public improvements shall be completed within 24 months of final plat approval or the Village's acceptance of the Development Improvements, whichever date occurs first.

3.2.11 Acceptance of Development Improvements

- 1) Final record drawings (as built), including final grading and all utilities, shall be submitted for the review and approval of the Director of Community Development prior to acceptance of the Development Improvements.
- 2) The Owner's engineer must certify that the storm water detention system has been constructed in accordance with the Owner's plans approved by the Village and in accordance with the Village's flood control ordinances
- 3) All deficiencies described in the final punch list shall be satisfactorily completed and approved by the Directors of Public Works and Community Development.
- 4) A maintenance guarantee in the form of a Letter of Credit (the "Maintenance Guaranty"), in an amount agreed to by the Owner and the Village, shall be submitted by the Owner and approved by the Village. The form of the Maintenance Guaranty shall comply with applicable Village Ordinances and the Village Code.
- 5) The public improvements to be dedicated to the Village shall be accepted by the Corporate Authorities. The Letter of Credit shall be reduced upon the acceptance by the Corporate Authorities of the various improvements and

upon acceptance of all of the improvements, the Letter of Credit referenced in Section 1.1 above shall be returned to the Owner.

- 6) The Maintenance Guaranty, upon inspection and determination that no deficiencies exist in the Development Improvements, after passage of the period of time as designated in the Village Code, shall be returned to the Owner at the time of its expiration.

4. Construction Damage to Public Improvements

4.1 Owner agrees to exercise care so as to avoid damage to existing public improvements, including utilities and curbs, during construction of all improvements to the Subject Property. Any existing public improvement damaged during the construction shall be repaired to the reasonable satisfaction of the Village and in substantial compliance with this Development Agreement and all relevant Village Codes and Ordinances.

5. Dedication of Public Improvements

5.1 Upon the Village's approval and acceptances of the Development Improvements, the Development Improvements, except those relating to storm water management, same shall become the property of the Village and subject to its control, and if deemed necessary or desirable by the Corporate Authorities, a formal dedication or conveyance to the Village shall be made by the Owner.

6. Consent to Creation of a Special Assessment or Special Service Area

6.1 Provided that the Village conducts a traffic study which confirms that a traffic signal is warranted at the intersection of Highland Avenue and Eastgate Avenue (hereinafter the "Intersection"), Owner agrees that it will not object to the imposition of a Special Assessment or Special Service Area, incorporating the Subject Property, to provide funds to pay for the cost of a traffic signal at the Intersection. The Special Assessment or Special Service Area shall include those properties in the vicinity of the Subject Property which will directly benefit from the installation of the traffic signal at the Intersection, as determined by the Village.

6.2 The assessment formula for the Special Assessment or the financial obligation formula for the Special Service Area shall not place a greater financial burden on the Owner than is attributable to Owner's portion of the volume of traffic to the total volume of traffic at the Intersection.

6.3 Owner further agrees that it will not object to the imposition of a Special Assessment(s) or Special Service Area(s) with respect to the construction of any other public improvements affecting the area of the Subject Property and which may become necessary at a future date. The assessment formula for any such future Special Assessment(s) or Special Service Area(s) shall be determined as required by law, taking into account the relative benefit to the Subject Property as a result of the public improvements constructed.

7. Notices

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

(1) If to Village:

President and Board of Trustees
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148

With a copy to:

Village Manager
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148

Director of Community Development
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148

Thomas P. Bayer
KLEIN, THORPE AND JENKINS, LTD.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606

(2) If to Owner:

DMG Real Estate, LLC
799 Roosevelt Road - Building 4, Suite 200
Glen Ellyn, Illinois 60137
Attn: Mr. Darrell J. Stremler, CEO

With a copy to:

V3 Realty Company, L.L.C.
7325 Janes Avenue, suite 100
Woodridge, Illinois 60517
Attn: Mr. Patrick Fox, Executive Vice-President

Mr. John M. Mulherin
Mulherin, Rehfeldt & Varchetto, P.C.
211 South Wheaton Ave. #200
Wheaton, Illinois 60187

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

8. Site Access

8.1 Owner shall, and require all of its contractors to keep all streets which provide access to the Subject Property reasonably clean from all mud, gravel and other debris at all times during and after construction hours.

9. Traffic Controls

9.1 During the construction of the project on the Subject Property, Owner shall cause the installation of traffic signs, traffic signals and other devices as required by the Village for the proper control of vehicles and pedestrians in the area of the Subject Property. The control devices and signals shall meet the specifications of the Village Engineer.

10. Acceptance

10.1 Development Improvements, exclusive of the storm water management improvements, shall be accepted by the Village after certification by the Village Engineer and Director of Community Development that the Development Improvements have been constructed in compliance with approved plans, specifications, and applicable Village ordinances. All required fees and procedures shall be paid in full prior to such acceptance. The Village shall not be liable for any damage to person or property arising out of any incident occurring within the Subject Property. Owner shall indemnify and hold the Village, its agents, officers and, employees harmless from any and all claims, damages, judgments, costs and settlements including, but not limited to attorneys' fees, that may arise from the construction, use, repair, or maintenance of the Development Improvements, and construction of the Subject Property before acceptance of the Development Improvements, exclusive of the storm water management improvements, by Village.


11. Binding Effect and Term and Covenants Running with the Land

11.1 This Development Agreement has been executed on behalf of the Village pursuant to a resolution duly adopted by the Corporate Authorities on the 17th day of January, 2002.


11.2 This Development Agreement has been executed by Owner and shall be binding upon Owner and Owner's heirs and permitted assigns, excluding subsequent owners of the Subject Property following the satisfaction of all of Owner's covenants and undertakings hereunder, including the expiration of any and all guaranty periods as indicated by the return of the Maintenance Guaranty and the original Letter of Credit and the acceptance of Development Improvements by the Village.

IN WITNESS THEREOF, the parties hereto have executed as of the day and year first above written.

ATTEST:


Suzan L. Kramer,
Village Clerk

VILLAGE OF LOMBARD


By: 
William J. Mueller,
Village President

DATED: January 17, 2002

OWNER

DMG Real Estate, LLC, an Illinois
Limited Liability Company

By:



Darrell J. Stremmer,
Chief Executive Officer

ATTEST:

By: Barbara Pearlman
Its: Exec. ASST.

DATED: January 3, 2002 3-10-02

**EXHIBIT A TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
VILLAGE OF LOMBARD AND DMG REAL ESTATE LLC.**

Legal Description of the Subject Property:

Parcel 1:

The West ½ of the following described parcel: South 198 feet of the north 1196 feet of the East ½ of the Southwest 1/4 (except the East 731.50 feet thereof) of Section 20, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

Parcel 2:

The East ½ of the following described parcel: South 198 feet of the North 1196 feet of the East ½ of the Southwest 1/4 (except the East 731.50 feet thereof) of Section 20, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

Parcel 3:

The South 100 feet of the North 1,296 feet of the East ½ of the Southwest 1/4 (except the East 1,026.61 feet as measured on the North line of said South 100 feet and except the East 1,026.58 feet as measured on the South line of said South 100 feet) of Section 20, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

Parcel 4:

The South 100 feet of the North 1,296 feet of the East ½ of the Southwest 1/4 (except the East 731.50 feet measured on the north and south lines and except the West 312.11 feet measured on the North line by the West 312.08 feet measured on the South line) of Section 20, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

DMG/Village of Lombard
Development Agreement
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**EXHIBIT B TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
VILLAGE OF LOMBARD AND DMG REAL ESTATE LLC.**

Site Plan of Subject Property:



ECKENHOFF SAUNDERS ARCHITECTS
700 SOUTH CHICAGO AVE. CHICAGO, ILLINOIS 60607
312/6421204 312/7851233 FAX

PROJECT _____

DUPAGE MEDICAL GROUP

PROJ. NO. _____

01021

DATE _____

1/10/201

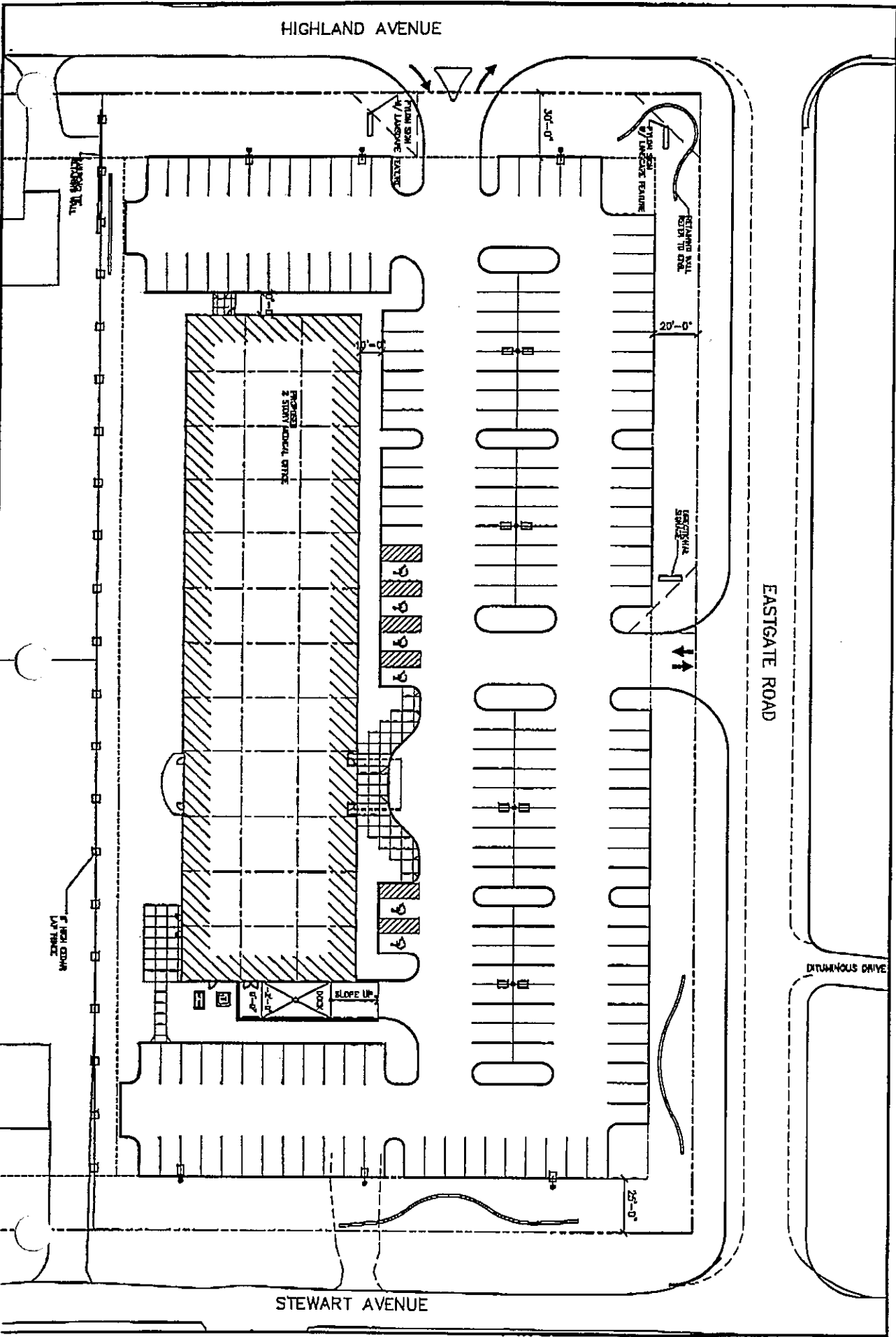
TITLE _____

PROPOSED SITE PLAN

REFERENCE SHIT. _____

SHEET NO. _____

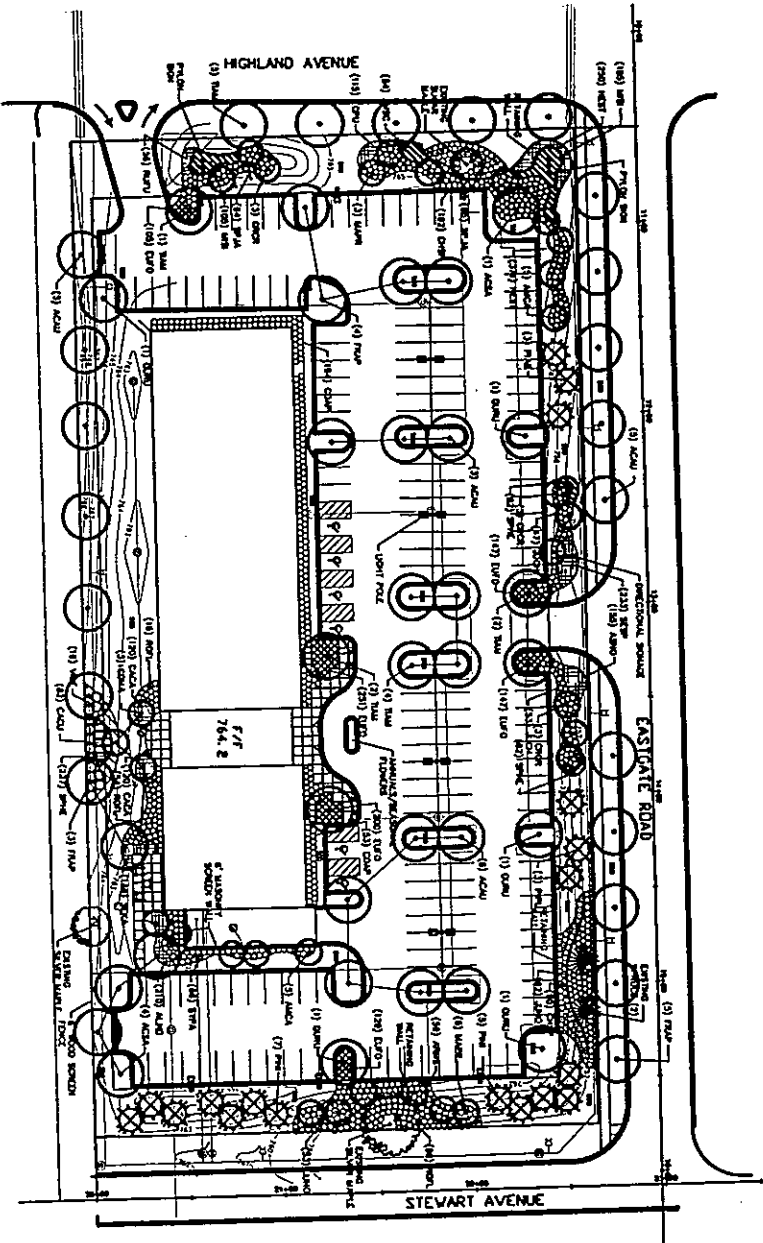
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DMG/Village of Lombard
Development Agreement
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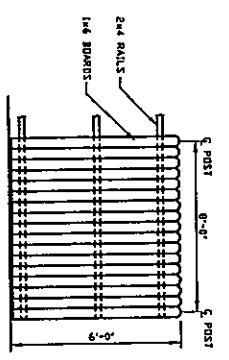
**EXHIBIT C TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
VILLAGE OF LOMBARD AND DMG REAL ESTATE LLC.**

Landscape Plan of Subject Property:



PLANT LIST

SYM	BOTANICAL NAME	CULTIVAR	COMMON NAME	SIZE
AS	Asplenium nidus		Rock Chalkberr	24"
AM	Azalea		Common Azalea	24"
CA	Camellia		Common Camellia	24"
CR	Cornus		Common Dogwood	24"
FR	Ficus		Common Ficus	24"
HY	Hydrangea		Common Hydrangea	24"
IR	Iris		Common Iris	24"
LA	Lonicera		Common Honeysuckle	24"
MA	Malus		Common Crabapple	24"
OR	Ornithogalum		Common Star of Bethlehem	24"
PA	Panicum		Common Panicum	24"
PR	Prunella		Common Blackberry	24"
RE	Rosa		Common Rose	24"
SA	Saxifraga		Common Saxifrage	24"
SP	Sparganium		Common Sparganium	24"
ST	Stachys		Common Lamium	24"
TA	Taxus		Common Red Pine	24"
TR	Thuja		Common Arborvitae	24"
VA	Vaccinium		Common Blueberry	24"
VI	Viburnum		Common Viburnum	24"
VO	Viburnum		Common Viburnum	24"
WA	Walden		Common Walden	24"
WE	Walden		Common Walden	24"
WI	Walden		Common Walden	24"
WO	Walden		Common Walden	24"
WU	Walden		Common Walden	24"
WV	Walden		Common Walden	24"
WY	Walden		Common Walden	24"
ZA	Zinnia		Common Zinnia	24"
ZB	Zinnia		Common Zinnia	24"
ZC	Zinnia		Common Zinnia	24"
ZD	Zinnia		Common Zinnia	24"
ZE	Zinnia		Common Zinnia	24"
ZF	Zinnia		Common Zinnia	24"
ZG	Zinnia		Common Zinnia	24"
ZH	Zinnia		Common Zinnia	24"
ZI	Zinnia		Common Zinnia	24"
ZJ	Zinnia		Common Zinnia	24"
ZK	Zinnia		Common Zinnia	24"
ZL	Zinnia		Common Zinnia	24"
ZM	Zinnia		Common Zinnia	24"
ZN	Zinnia		Common Zinnia	24"
ZO	Zinnia		Common Zinnia	24"
ZP	Zinnia		Common Zinnia	24"
ZQ	Zinnia		Common Zinnia	24"
ZR	Zinnia		Common Zinnia	24"
ZS	Zinnia		Common Zinnia	24"
ZT	Zinnia		Common Zinnia	24"
ZU	Zinnia		Common Zinnia	24"
ZV	Zinnia		Common Zinnia	24"
ZW	Zinnia		Common Zinnia	24"
ZX	Zinnia		Common Zinnia	24"
ZY	Zinnia		Common Zinnia	24"
ZZ	Zinnia		Common Zinnia	24"



SYM	PLANT	SIZE
AS	Asplenium nidus	24"
AM	Azalea	24"
CA	Camellia	24"
CR	Cornus	24"
FR	Ficus	24"
HY	Hydrangea	24"
IR	Iris	24"
LA	Lonicera	24"
MA	Malus	24"
OR	Ornithogalum	24"
PA	Panicum	24"
PR	Prunella	24"
RE	Rosa	24"
SA	Saxifraga	24"
SP	Sparganium	24"
ST	Stachys	24"
TA	Taxus	24"
TR	Thuja	24"
VA	Vaccinium	24"
VI	Viburnum	24"
VO	Viburnum	24"
WA	Walden	24"
WE	Walden	24"
WI	Walden	24"
WO	Walden	24"
WU	Walden	24"
WV	Walden	24"
WY	Walden	24"
ZA	Zinnia	24"
ZB	Zinnia	24"
ZC	Zinnia	24"
ZD	Zinnia	24"
ZE	Zinnia	24"
ZF	Zinnia	24"
ZG	Zinnia	24"
ZH	Zinnia	24"
ZI	Zinnia	24"
ZJ	Zinnia	24"
ZK	Zinnia	24"
ZL	Zinnia	24"
ZM	Zinnia	24"
ZN	Zinnia	24"
ZO	Zinnia	24"
ZP	Zinnia	24"
ZQ	Zinnia	24"
ZR	Zinnia	24"
ZS	Zinnia	24"
ZT	Zinnia	24"
ZU	Zinnia	24"
ZV	Zinnia	24"
ZW	Zinnia	24"
ZX	Zinnia	24"
ZY	Zinnia	24"
ZZ	Zinnia	24"



DUPAGE MEDICAL GROUP
LOMBARD, ILLINOIS

PRELIMINARY LANDSCAPE PLAN

DATE: OCTOBER 11, 2001

SCALE: 1" = 20'-0"

PROJECT NO. 01-010

DESIGNED BY: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

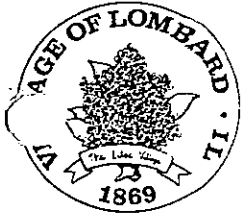
APPROVED BY: [Signature]

Edwards and Kelcey

Engineering
 Consulting
 Construction
 Value Engineering
 Real Estate Services

One North Franklin, Suite 1800
 Chicago, Illinois 60608
 Tel: 312-251-3000
 Fax: 312-251-3015
 www.ekcs.com

NO.	DATE	DESCRIPTION
1	10/11/01	REVISED LANDING SHEETS
2	10/11/01	REVISED LANDING SHEETS
3	10/11/01	REVISED LANDING SHEETS
4	10/11/01	REVISED LANDING SHEETS
5	10/11/01	REVISED LANDING SHEETS
6	10/11/01	REVISED LANDING SHEETS
7	10/11/01	REVISED LANDING SHEETS
8	10/11/01	REVISED LANDING SHEETS
9	10/11/01	REVISED LANDING SHEETS
10	10/11/01	REVISED LANDING SHEETS

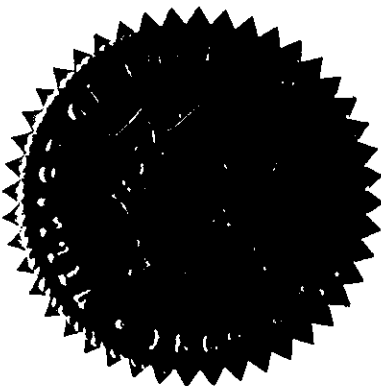


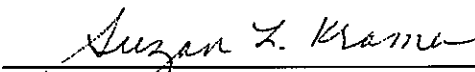
I, **Suzan L. Kramer**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board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

I further certify that attached hereto is a true and correct copy of THE DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND DMG REAL ESTATE, LLC, IN REGARD TO PC 01-23: 203 EASTGATE ROAD, 233 EASTGATE ROAD, 1807 SOUTH HIGHLAND AVENUE, AND 567 SOUTH STEWART AVENUE PIN NUMBERS: 06-20-304-001, 002,005, AND 006.

of the said Village as it appears from the official records of said Village duly passed on January 17, 2002.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 5th day of April, 2002.





Suzan L. Kramer
Village Clerk
Village of Lombard
DuPage County, Illinois

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