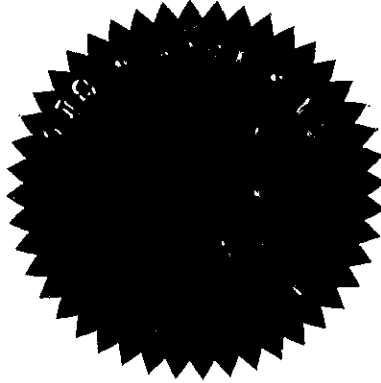


ORDINANCE 4525, 4526, 4527 & 4528

PAMPHLET

FRONT OF PAMPHLET

AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT,
ANNEXING PROPERTY, REZONING TO THE
R2, VARIATION FOR A LOCAL STREET ALSO
A PRELIMINARY PLAT OF RESUBDIVISION
FOR 625 W. MEADOW AVENUE



PUBLISHED IN PAMPHLET FORM THIS 26TH DAY OF AUGUST, 1998,
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.

Lorraine G. Gerhardt
Lorraine G. Gerhardt

Village Clerk

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT

(PC 98-21: Robinson Subdivision; 625 West Meadow Avenue, Lombard, IL)

(See also Ordinance No.(s) 4526, 4527, 2528)

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 to be entered into; and,

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

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

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on July 23, 1998.

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

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

SECTION 2: This ordinance is limited and restricted to the property generally located at 625 West Meadow Avenue, Lombard, Illinois and legally described as follows:

Lot 43 in Milton Township Supervisor's Assessment Plat No. 1 (also known as Pleasant Hills West) of part of the east half of Section 1, Township 39 North Range 10 East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as Document No. 452574, in DuPage County, Illinois.

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

Passed on first reading this _____ day of _____, 1998.

First reading waived by action of the Board of Trustees this 20th day of August, 1998.

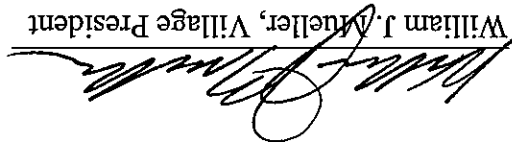
Passed on second reading this 20th day of August, 1998.

Ayes: Trustees Borgatell, Tross, Schaffer, Jaugilas, Kufirin and President Mueller

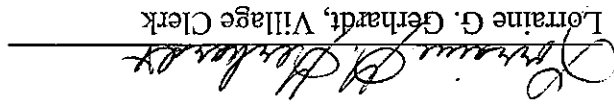
Nays: None

Absent: None

Approved this 20th day of August, 1998.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk

WHEREAS, a public hearing was held on July 8, 1998 for the purpose of considering whether the Subject Property should be rezoned, upon its annexation, from the R1 Single Family Residence District to the R2 Single Family Residence District under the Lombard Zoning Ordinance, and the Plan Commission has submitted to the Corporate Authorities of the Village

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

WHEREAS an application has heretofore been filed with the Village Clerk for Zoning of the Subject Property; and

WHEREAS, the owner of record of the Subject Property, has signed a Petition for Annexation of the Subject Property to the Village, which Petition is hereinafter referred to as the "Annexation Petition"; and

WHEREAS, the Subject Property is an approximately four acre parcel of land and there are no electors residing thereon; and

WHEREAS, the Village desires to annex and the Owner and Developer desire to have the Subject Property annexed to the Village and each of the parties desires 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; and

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

WHEREAS, Developer proposes to develop the Subject Property; and

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

WITNESSETH:

THIS AGREEMENT made and entered into this _____ day of _____ and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village"); and Robinson/Lombard, Inc. and Robinson Development, Inc. (hereinafter referred to as "Developer");

ANNEXATION AGREEMENT

*Annex agmt
Co. to be
needed*

(hereinafter referred to as the "Corporate Authorities") their findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing on this Annexation Agreement ("Agreement") has been held by the Corporate Authorities on the 20th day of August, 1998; and

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

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Agreement, in order to make the same effective, have been held or taken, including all hearings and actions required in connection with amendments to and classifications under the Zoning Ordinance, such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

WHEREAS, the Corporate Authorities of the Village and the Owner and Developer deem it to the mutual advantage of the parties and in the public interest that the Subject Property be annexed to and developed as a part of the Village as hereinafter provided; and

WHEREAS, the development of the Subject Property as provided herein will promote the sound planning and development of the Village as a balanced community and will be beneficial to the Village; and

WHEREAS, the Corporate Authorities of the Village have examined the proposed uses by 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; and

WHEREAS, the Plan Commission has recommended that a variation be granted from the Subdivision and Development Ordinance to reduce the horizontal curve radius for a local street from 150' to 60', in accordance with this agreement; and

WHEREAS, the Developer desires to have the Subject Property rezoned to the R2 Single Family Residence District under the Lombard 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, Owner and Developer agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.

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

3. 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 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.

4. Zoning: Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the entire Subject Property from the R1 Single Family Residence District to the R2 Single Family Residence District under the Lombard Zoning Ordinance.

5. Site Plan Approval: The Developer shall develop the Subject Property in full compliance with the Site Plan attached hereto as EXHIBIT B and entitled "Preliminary Engineering, Robinson Subdivision" prepared by Gewalt-Hamilton Associates as last revised on 5/6/98 (the "Site Plan"), which Site Plan is hereby incorporated 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 and entitled "Landscape Plan" prepared by Ronald Guest, Landscape Architect as last revised on 5/6/98, which Landscape Plan is hereby incorporated by reference as the same is approved by the Village (with any modifications thereto). Further, the subject property shall be subdivided in substantial compliance with the preliminary plat of subdivision attached hereto and incorporated by reference as Exhibit D and entitled "Preliminary Plat of Robinson Subdivision" ("Preliminary Plat") prepared by Gewalt-Hamilton Associates as last revised on 5/7/98.

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. The Preliminary Plat is hereby approved as complying with all applicable requirements of the Lombard Subdivision and Development Ordinance ("Subdivision Ordinance"), as varied or amended by this agreement.

6. Water Utilities: Village represents and warrants to Developer as follows:
A. That it owns and operates a water distribution system within the Village for water distribution.
B. That the Village 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 areas in the Village being provided with water by the Village.

Owner and Developer, at their own expense shall install water main extensions in accordance with the plans and specifications prepared by Gewalt-Hamilton Associates, last revised 5/9/98 as approved by the Director of Public Works and set forth in Exhibit B attached hereto. Owner and Developer agree to pay all Village water connection charges. Owner and

Developer shall grant or dedicate all easements required by Village for the construction of the necessary water main extensions serving the Subject Property.

7. Sanitary Sewer Facilities: warrants to Developer as follows:

A. That it owns and operates a sanitary sewer system within the Village for sewage disposal.

B. That the Village 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 residential areas in the Village being provided with sanitary sewer by the Village.

Owner and Developer, at their own expense, shall install sanitary sewer service to the Subject Property in accordance with the subdivision and Development Ordinance and substantially in accordance with the preliminary engineering plans prepared by Gewalt-Hamilton Associates last revised 5/6/98, as approved by the Village of Lombard and set forth in EXHIBIT B attached hereto and in accordance with final engineering to be approved by the Village. Owner and Developer agree to pay all Village sanitary sewer connection charges. Owner and Developer shall grant or dedicate all easements required by the Village for the construction of the necessary sanitary sewers serving the Subject Property.

8. Storm Drainage Facilities: Storm drainage facilities, and retention and/or detention areas shall be provided and constructed and paid for by Owner and Developer substantially in accordance with preliminary engineering plans approved by the Village and attached hereto as EXHIBIT B and in accordance with final engineering drawings to be approved by the Village. In addition, the storm drainage facilities and any wetland areas will be maintained by the Owner and Developer and/or any subsequent lot owners. In the event that the storm drainage facilities originally installed for the Subject Property are insufficient, Owner and Developer shall add additional storm drainage facilities as may be required by the Director of Public works. Such storm Water drainage facilities and any wetland areas shall be maintained by the Owner and Developer during the course of development, and thereafter shall be maintained by either the Owner and Developer 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 subject to approval by the Village. Such declaration shall provide the Village with the right, but not the duty, to go upon any portion of the Subject Property to maintain and/or repair or replace such 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 any such owner(s) or the Owner and/or Developer shall immediately upon demand reimburse the Village for all expenses incurred by the Village against the particular portion of the Subject Property, 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.

In addition, it is acknowledged that a portion of the storm drainage facilities will be located in the side and/or back yards of individual lots. For all such lots, Owner and Developer must:

A. fully disclose to all buyers of such lots the size and nature of such facilities, the prohibition against changing the grade of such facilities, that the lots are subject to a

declaration of covenants and restrictions granting the Village the right, but not the duty, to enter upon the property to ensure that the facilities are properly maintained at the expense of the owners, and, in general, how such facilities will affect the use and enjoyment of the lot (i.e., how long they will hold water, how wet they will be in times of rain, etc.). Such notice shall be given in writing to any such buyers prior to or at the time the contract for sale of any such lots is entered into, or for those lots which may already have been tentatively sold, then prior to the execution date of this Agreement for any such sold lots, and further Owner and Developer must produce evidence satisfactory to the Village that the buyers have been so notified; and

B. provide a letter satisfactory to the Village to be attached to each of the building permits for such lots when they are issued, which letter again will notify the applicant of the prohibition against changing the grade of such facilities and the other information required in A above.

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

10. Cable Television: The Owner and/or Developer shall provide necessary

easements for cable television service to each residential unit within the subdivision. In addition, Developer shall install and construct all necessary cable and other appurtenances in order to serve each of the residential units in the subdivision with cable television; provided, however, at the sole option of the Village, the Village may accept from Developer, without further amendment to this Agreement:

A. either a cash donation in lieu of construction installation in an amount

determined by the Village as being cash equivalent of the cost of installation; or

B. a lesser amount as determined by the Village provided that the cable

television company pays for the remainder of the cost of installation and construction.

The Village will discuss with the cable television company whether it is willing to

share the cost of installation and construction of such cable television facilities.

11. Easements: Owner and/or Developer shall provide all easements, both on-site

and off-site (if applicable), which may be required by the Director of Public Works 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

approved by the Village.

12. Contributions: Owner and/or Developer will make the following contributions:

School: School District 87 (High school) \$652,17 for three bedroom and \$1,389,60

for four bedroom home. School District 41 (Grade School) \$2,222 for three bedroom and \$3,733

for four bedroom.

13. 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 and Developer agree to pay the following fees to the Village in connection

with the annexation, zoning and development of the Subject Property.

- A. Annexation & Rezoning fees are already paid.
- B. Glenbard Waste Water Authority fee in the amount of \$973 to be paid prior to beginning site improvements.
- C. Proportionate share of Master Utility study not to exceed \$7,138.95.

In addition to these fees, the Owner and Developer agree 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 respective permits.

14. Reasonableness of Fees and Charges: Owner and Developer further

agree that the connection charges, fees, contributions, dedications and easements required by this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the Subject Property.

15. Dedication of Public Improvements: When Developer has completed

all required public improvements, in accordance with the Village's subdivision and Development Ordinance regulations, and said public improvements have been inspected and approved by the Village Engineer, the Village shall accept said public improvements subject to the two (2) year maintenance provisions of the Subdivision and Development Ordinance. Notwithstanding this Section, Storm Drainage Facilities shall remain owned by and maintained by the Owner and Developer, and any subsequent owner(s).

16. Final Engineering Approval: All public improvements required to be

constructed hereunder or under the Subdivision and Development Ordinance of the Village shall be paid for, constructed and installed by the Owner and Developer in accordance with final engineering plans approved by the Village's Engineer.

17. Park District: This area is a part of and will remain in the Glen Ellyn

Park District.

18. General Provisions:

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

(1) If to the Village or Corporate Authorities:

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

With a copy to:

(a) Village Manager
 VILLAGE OF LOMBARD
 255 East Wilson Avenue

(1) The provisions of this Agreement, except as to various covenants running with the land and the obligation to provide such and the further exception set forth below in this subsection, obligating Owner and Developer shall not be binding upon the successors in title to the Owner and/or Developer who have purchased individual dwellings or individual residential lots from Owner or Developer while Owner or Developer is acting in the regular course of its business as a developer selling or transferring such dwellings or improved individual lots to the ultimate consumers thereof (namely the individuals who actually own and reside in the houses to be built on said lots). The provisions of this Agreement shall be binding, however, on any builders who purchase any of the lots for eventual resale to the ultimate consumers thereof. (2) In the event of any sale or conveyance by Owner and/or Developer of the Subject Property or any portion thereof, excluding any sale or conveyance by Owner or Developer of any individual dwellings or individual residential lots while Owner or Developer is acting in the regular course of its business of a developer selling or transferring such dwellings or improved lots to the ultimate consumers thereof, Owner and/or Developer 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

B. Continuity of Obligations:

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

Robinson Development
 40 S. Prospect Street
 Roselle, IL 60172
 630-307-0230
 fax 630-307-1257

(2) If to the Owner or Developer:

(c) Thomas P. Bayer
 KLEIN, THORPE AND JENKINS, LTD.
 Civic Opera Building
 20 North Wacker Dr.
 Chicago, Illinois 60606-2903

(b) Director of Community Development
 VILLAGE OF LOMBARD
 255 East Wilson Avenue
 Lombard, Illinois 60146

Lombard, Illinois 60148

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 18B.

(3) Upon the condition that the requirements of this subsection 18B have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner and/or Developer's successors in any manner in title, and shall be binding upon the Village and the successor

Corporate Authorities of the Village and any successor municipality. In the event that the requirements of this subsection 18B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner and Developers successors in any manner in title until such time as Owner or Developer has given the Village the notice required by this subsection 20B.

(4) Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Owner and/or Developer in accordance with subsection 18B(3) above, the Owner and Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Developer by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner and/or Developer from any or all of such obligations.

(5) Except as otherwise provided in this subsection 18B, all the terms and conditions of this Agreement shall constitute covenants running with the land.

(6) Notwithstanding any provision of this Agreement to the contrary, after approval and recording of the final plat of subdivision for the Subject Property, no successor in title other than the Owner and Developer shall be required to make any of the contributions (the term "contributions" does not include the reimbursement of expenses herein required of Owner and/or Developer) of the Subject Property for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period mentioned in subsection 18P below.

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

E. 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.

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

(1) To Effective Date of Agreement: The Owner and/or Developer concurrently with annexation and zoning of the subject Property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and

any Ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (a) the costs incurred by the Village for engineering services;
- (b) all reasonable attorneys' fees incurred by the Village in connection with this Annexation Agreement and the annexation and zoning of the subject Property; and
- (c) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

(2) From and After Effective Date of Agreement: Except as provided in this subsection

upon demand by Village made by and through its President, Owner and/or Developer from time to time shall promptly reimburse Village for all reasonable expenses and costs incurred by Village in the administration of this Agreement, including 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 the Agreement shall be evidenced to the Owner and/or Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Owner and/or Developer at either's option from additional documents designated from time to time by the owner and/or Developer relevant to determining such costs and expenses.

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

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

- (a) Owner and Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.

(b) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Owner and/or Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner and/or Developer shall reimburse the Village, from time to time on written demand from the President of Village 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 and/or Developer 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 and/or Developer 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 or Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner or Developer.

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

H. 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.

I. Recording. A copy of this Agreement and any amendments thereto shall be recorded by the Village at the expense of the Developer.

J. Authorization to Execute: The officers of Owner and Developer executing this Agreement warrant that they have been lawfully authorized by Owner's and Developer's respective Boards of Directors to execute this Agreement on behalf of said Owner and Developer.

The President and clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and 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. It is understood the annexation will not be recorded until Robinson Development, Inc. or its successor closes on the property. This agreement shall not be binding on American Bank and Trust under Trust number 500274-08.

K. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner and 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.

L. Counterparts This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instruments.

M. Conflicts Between the Text and Exhibits: In the event of conflict in the provisions of the text of this agreement and the exhibits attached hereto, the text of the agreement shall control and govern.

N. 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.

O. Execution of Agreement: This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he/she signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.

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

Q. 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.

R. Meadow Avenue Improvements: Meadow Avenue shall be fully improved across the full frontage of the Subject Property, including asphalt street, storm water sewers and curb, gutter and sidewalk on both sides of the street.

If Meadow Avenue has not been fully improved from the east property line of the Subject Property to Route 53 at the time that the Subject Property is developed, then the Developer shall post a bond in the form of a Letter of Credit with the Village for one-hundred twenty percent (120%) of a registered engineer's estimated cost for those improvements. If those improvements have not been completed within two (2) years of the date that the bond is posted, then the Developer shall fully improve Meadow Avenue from the east property line of the Subject Property to Route 53. Developer shall be reimbursed from funds posted by developer of Woodlands of Lombard project for South Side of Meadow Avenue in front of the Woodlands of Lombard project. Village will enact a reasonable recapture ordinance, in accordance with the ordinances and practices of the Village, in favor of the Developer for work that benefits other properties on Meadow Avenue, excluding Woodlands of Lombard, should those properties be developed or annexed into the Village.

S. Street Dedication: The newly created Cimarron Road (West) and any part of the right-of-way on Meadow Avenue not already dedicated to the Village will be dedicated to Village with recording of final Plat of Subdivision.

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: *[Signature]*
President

DEVELOPER:

DATED: August 20, 1998
[Signature]
Village Clerk

ATTEST:

BY: _____
Its _____

ATTEST:

_____ Its _____

DATED: _____

OWNER:

BY: _____
Its _____

ATTEST:

_____ Its _____

DATED: _____

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 Lorraine G. Gerhardt, 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 _____ day of _____, 199_____.

Commission expires _____, 19_____.

Notary Public

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

GIVEN under my hand and Notary Seal this _____ day of _____, 19 _____

Commission expires _____, 19 _____

Notary Public _____

STATE OF ILLINOIS)
) SS
) COUNTY OF DUPAGE)

ORDINANCE 4526

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

(PC 98-21: Robinson Subdivision; 625 West Meadow Avenue, Lombard, IL)

(See also Ordinance No.(s) 4525, 4527, 4528)

WHEREAS, a written petition, signed by all the legal owners 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, there are no electors residing upon the territory hereinafter described; and

WHEREAS, the territory hereinafter described is not located 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 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 the territory hereinafter described 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 65 ILCS 5/7-1-8.

SECTION 2. This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B" and made a part hereof, and generally located at 625 West Meadow Avenue, Lombard, Illinois and legally described as follows:

Lot 43 in Milton Township Supervisor's Assessment Plat No. 1 (also known as Pleasant Hills West) of part of the east half of Section 1, Township 39 North Range

10 East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as Document No. 452574, in DuPage County, Illinois.

Parcel No. 05-01-403-009

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

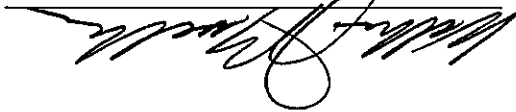
SECTION 4: The Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk, a certified copy of this Ordinance, and the original Plat of Annexation.

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

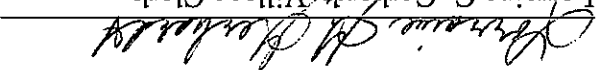
Passed on first reading this _____ day of _____, 1998.
First reading waived by action of the Board of Trustees this 20th day of August, 1998.

Passed on second reading this 20th day of August, 1998.
Ayes: Trustees Borgatell, Tross, Schafter, Jauglas and Kutrln
Naves: None
Absent: None

Approved this 20th day of August, 1998.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk

ORDINANCE 4527

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

(PC 98-21: Robinson Subdivision; 625 West Meadow Avenue, Lombard, IL)

(See also Ordinance No.(s) 4525, 4526, 4528)

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 R2 Single-Family Residence District; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on July 8, 1998, 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 hereto to R2 Single-Family Residence District.

SECTION 2: This ordinance is limited and restricted to the property generally located at , Lombard, Illinois, and legally described as follows:

Lot 43 in Milton Township Supervisor's Assessment Plat No. 1 (also known as Pleasant Hills West) of part of the east half of Section 1, Township 39 North Range 10 East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as Document No. 452574, in DuPage County, Illinois.

Parcel No. 05-01-403-009

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

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

Passed on first reading this _____ day of _____, 1998.
First reading waived by action of the Board of Trustees this 20th day of August, 1998.

Passed on second reading this 20th day of August, 1998.

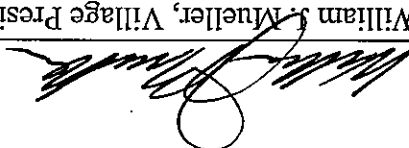
Ayes: Trustees Borgatelli, Tross, Schaffer, Jaugilas and Kufirin

None

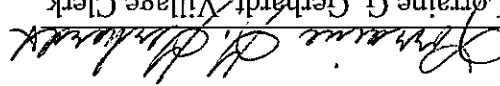
Nays:

Absent: None

Approved this 20th, day of August, 1998.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk

AN ORDINANCE APPROVING A VARIATION OF THE LOMBARD SUBDIVISION AND DEVELOPMENT ORDINANCE TITLE 15, CHAPTER 154 OF THE CODE OF LOMBARD, ILLINOIS

(PC 98-21: Robinson Subdivision; 625 West Meadow Avenue, Lombard, IL)

(See also Ordinance No.(s) 4525, 4526, 4527)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Subdivision and Development Ordinance, otherwise known as Title 15, Chapter 154 of the Code of Lombard, Illinois; and,

WHEREAS, the subject property is zoned R2 Single-Family Residence District; and,

WHEREAS, an application has been filed with the Village of Lombard requesting a variation from Title 15, Chapter 154, Section 503-H of said Subdivision and Development Ordinance, to provide for a reduction in the minimum required horizontal curve radius for a local street from one-hundred fifty feet (150') to sixty feet (60'); and,

WHEREAS, a public hearing has been conducted by the Plan Commission on July 8, 1998 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 variation 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 a variation is hereby granted from the provisions of Title 15, Chapter 154, Section 503-H of the Lombard Subdivision and Development Ordinance, for the property described in Section 2 below to provide for a reduction in the minimum horizontal curve radius for a local street from one-hundred fifty feet (150') to sixty feet (60').

SECTION 2: That this ordinance is limited and restricted to the property generally located at 625 West Meadow Avenue, Lombard, Illinois, and legally described as follows:

Lot 43 in Milton Township Supervisor's Assessment Plat No. 1 (also known as Pleasant Hills West) of part of the east half of Section 1, Township 39 North Range 10 East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as Document No. 452574, in DuPage County, Illinois.

Parcel Number: 05-01-403-009

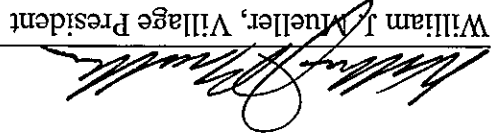
SECTION 3: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this _____ day of _____, 1998.
First reading waived by action of the Board of Trustees this 20th day of August, 1998.

Passed on second reading this 20th day of August, 1998.
Ayes: Trustees Borgatell, Tross, Schafner, Jaugilas, and Kuftrin
Nays: None

Absent: None

Approved this 20th day of August, 1998.


William J. Mueller, Village President

ATTEST:


Loraine G. Gerhardt, Village Clerk

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