

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) X
Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: February 28, 2008 (BOT) Date: March 6, 2008

TITLE: 1410 through 1420 S. Meyers Road

SUBMITTED BY: Department of Community Development *Rob*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration an ordinance repealing Ordinance No. 6111, adopted November 1, 2007 and adopting an ordinance authorizing the execution of an Annexation Agreement. (2/3 of Corporate Authorities Vote Required). (UNINCORPORATED)

Staff is requesting a waiver of first reading.

Staff recommends approval of this request.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____
Finance Director X W.M.T. Lichter
Village Manager X _____
Date _____
Date 2/28/08

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



MEMORANDUM

TO: William T. Lichter, Village Manager
FROM: David A. Hulseberg, AICP *Dah*
Assistant Village Manager/Director of Community Development
DATE: March 6, 2008

SUBJECT: Fellowship Reformed Church - 1410-1420 S. Meyers Road Annexation Agreement

On November 1, 2007, the Village Board approved an annexation agreement for the property at 1410-1420 S. Meyers Road (Fellowship Reformed Church). This agreement also provides for the utilization of a portion of their property for a future Village Booster Station. After the agreement was approved the church organization had the agreement reviewed by their Counsel and their Counsel requested a number of changes to the agreement. While the changes are substantive in form they do not affect the overall intent of the previously approved agreement. The Village will still be receiving easements for the 14th Street right of way, a watermain easement along Meyers Road and for the booster station to be located on the subject property as contemplated in the original agreement.

Attached for Village Board consideration is an Ordinance which repeals Ordinance 6111 which granted approval of the original annexation agreement and adopts a new annexation agreement for the property.

RECOMMENDATION:

Staff has worked closely with Village Counsel on this matter and recommends approval of the new agreement, with a waiver of the first reading of the associated annexation agreement Ordinance.

**AN ORDINANCE
REPEALING ORDINANCE NO. 6111, ADOPTED NOVEMBER 1, 2007
AND ADOPTING A ORDINANCE AUTHORIZING THE
EXECUTION OF AN ANNEXATION AGREEMENT**

(PC 07-28: 1410-1420 S. Meyers Road (Fellowship Reformed Church))

WHEREAS, on the first day of November, 2007, the President and Board of Trustees of the Village of Lombard have heretofore adopted Ordinance No. 6111, approving an annexation agreement for the properties at 1410 through 1420 South Meyers Road, in unincorporated DuPage County, Illinois, commonly known as the Fellowship Reformed Church property (hereinafter "the Subject Property"); and,

WHEREAS, following the approval of the annexation agreement, the owner of the Subject Property seeks further amendments to the previously approved Agreement, which such amendments being considered substantive in nature; and,

WHEREAS, the President and Board of Trustees find it necessary and proper to repeal the previously approved annexation agreement and to adopt a new annexation agreement (hereinafter "the Agreement"); and

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

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

WHEREAS, the President and Board of Trustees find it necessary and proper to provide appropriate and legal notice pursuant to State Statutes; 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 March 6, 2008.

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: The Village of Lombard hereby repeals Ordinance No. 6111 in its entirety.

SECTION 2: 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 the owner as well as any companion agreements and plats included and referenced within the Agreement itself.

SECTION 3: This ordinance is limited and restricted to the property generally located at 1410 through 1420 S. Meyers Road in unincorporated DuPage County, Illinois containing 1.4 acres more or less and legally described as follows:

PARCEL 1:

THE WEST 117.0 FEET OF THE EAST 376.0 FEET OF THE NORTH 233.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN: 06-21-111-003

PARCEL 2:

THE SOUTH 10.0 FEET OF LOT 1 IN HAVENGA'S PLAT OF SURVEY OF THE NORTH 233.0 FEET OF THE EAST 233.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 753858, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN: 06-21-111-005

PARCEL 3:

LOT 1 OF MEYERS ROAD SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 624.27 FEET OF THE EAST 376.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 233.0 FEET

THEREOF, ACCORDING TO THE PLAT RECORDED SEPTEMBER 17, 1958 AS DOCUMENT 894969, ALL IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 1410 through 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN: 06-21-111-006

SECTION 4: The Village Clerk is hereby directed to record with the Recorder and file with the County Clerk a certified copy of this Ordinance, together with all Exhibits attached hereto.

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

First reading waived by action of the Board of Trustees this _____ day of _____, 2008.

Passed on second reading this _____ day of _____, 2008.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2008.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

Published by me in pamphlet form this _____ day of _____, 2008.

Brigitte O'Brien, Village Clerk



description of the Church Property is currently vacant, except for an existing driveway; said

WHEREAS, a portion of the Subject Property that is not contained within the legal

hereof (hereinafter referred to as the "Church Property"); and

a church; said portion being legally described in EXHIBIT B, attached hereto and made part

WHEREAS, Owner currently uses a portion of the Subject Property for a parsonage and

Property"); and

EXHIBIT A, attached hereto and made a part hereof, (hereinafter referred to as the "Subject

WHEREAS, the Owner is the record owner of the property legally described in

W I T N E S S E T H:

together as "Parties");

organization (hereinafter referred to as "Owner") (the Village and Owner are sometimes referred

"Village") and the FELLOWSHIP REFORMED CHURCH, a not-for-profit religious

the VILLAGE OF LOMBARD, an Illinois municipal corporation (hereinafter referred to as

made and entered into as of the Effective Date (as that term is defined herein), by and between

THIS ANNEXATION AGREEMENT (hereinafter referred to as the "Agreement")

ANNEXATION AGREEMENT

(#0049-265 dm)

THIS INSTRUMENT WAS
PREPARED BY
AND AFTER RECORDING MAIL
TO:
Klein Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606
George A. Wagner, Esq.

[The above space for the County Recorder's Office]

vacant portion being legally described in EXHIBIT C, attached hereto and made part hereof (hereinafter referred to as the "Vacant Property"); and

WHEREAS, the Subject Property is not currently adjacent to and contiguous to the existing corporate boundaries of the Village and is not within the corporate boundaries of any other municipality; and

WHEREAS, the Village desires to obtain easements as provided herein for a water pressure booster station (the "Booster Station") on the Vacant Property and a water main as hereinafter defined on the Church Property; and

WHEREAS, the Village and the Owner desire to have the Subject Property annexed to the Village upon the Subject Property becoming contiguous with the corporate boundaries of 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 during the Term of this Agreement (as hereinafter defined); and

WHEREAS, the Parties wish to enter into a binding agreement with respect to the 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 the terms and conditions contained in this Agreement; and

WHEREAS, a public hearing was held on August 20, 2007, for the purpose of considering whether a conditional use for an existing religious institution should be granted for the Subject Property, and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") their findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing on this Annexation Agreement has been held by the Corporate Authorities on the 6TH day of March, 2008; 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 an application for a conditional use for a religious institution under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code), 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 the Effective Date of this Agreement; and

WHEREAS, the Corporate Authorities and the Owner 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; 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 have examined the proposed uses by Owner 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 Owner desires to grant to the Village, and the Village desires to accept from Owner, easements, including but not limited to, easements for the Booster Station and a water main as hereinafter defined, and to convey to the Village the fee simple title to the Booster Station Easement Property (as that term is defined herein).

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

easements based upon the following terms:

1. **Incorporation of Recitals:** The Village and Owner agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.
2. **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.
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 at such time as the Subject Property becomes contiguous to the corporate boundary of the Village. 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 grant the Subject Property a conditional use for a religious institution. Upon annexation of the Subject Property to the Village as set forth herein, it will, by operation of law, be zoned R-1 Single Family Residential under the Zoning Ordinance.
5. **Development Approval:** There are currently no plans for development of the Subject Property, other than that proposed for the Village's Water Main as hereafter defined and Booster Station, as hereinabove defined. As such, the Owner agrees that any future plans for developing the Subject Property shall be subject to all applicable codes, ordinances, rules and regulations of the Village as are in place at the time of the submittal of any future development request, except to the extent otherwise provided in this Agreement.
6. The Parties agree to execute recordable easement agreements for the following

Booster Station Easement:

- (1) On the Closing Date (as that term is defined herein), the Owner agrees to grant to the Village and the Village agrees to purchase from the Owner a ninety-eight feet (98') by eighty-feet (80') easement to construct the Booster Station (the "Booster Station Easement") on, over and across a portion of Vacant Property located at the Northeast corner (the "Booster Station Easement Property"), as shown in a survey of the Booster Station Easement Property to be provided by the Village at the Village's cost, for the purchase price of ONE HUNDRED AND FIFTY FOUR THOUSAND THREE HUNDRED SEVENTY AND 00/100 DOLLARS (\$154,370) (the "Purchase Price"), subject to terms and conditions set forth in Paragraph 8 below.
- (2) Upon the Village's approval and acceptance of the Booster Station Easement, the Village will establish a fund in the amount of EIGHT THOUSAND AND 00/100 DOLLARS (\$8,000.00), for the purpose of installing landscaping between the Booster Station Easement Property and the remainder of the Vacant Property. The installation of the landscaping shall be subject to the mutual approval of the Owner and the Village's Director of Community Development, which approval shall not be unreasonably withheld or delayed by Owner.
- (3) In the event that the Village accepts the Booster Station Easement, the Owner will, contemporaneous with its petition for annexation,

(1) On the Closing Date (as that term is defined herein), by a recordable easement agreement, the Owner agrees to grant to the Village and the Village agrees to purchase from Owner a thirty-

B. Water Main Easement:

County and Village Code and regulations.
was granted and otherwise complies with applicable DuPage interfere with the use of the Booster Station Easement for which it traffic, the Village will not object so long as such increase does not Station Easement Property), to better accommodate two-way existing driveway on the Vacant Property (excluding the Booster In the event that the Owner desires to increase the width of the (5) regulations.

regulations.
complies with applicable DuPage County and Village Code and Booster Station Easement for which it was granted and otherwise such building or expansion does not interfere with the use of the conjunction with such future building or expansion, so long as excluding the Booster Station Easement Property, to be utilized in Church Property, the Village will permit the Vacant Property, In the event that the Owner desires to build or expand on the (4) legal expenses for review of the subdivision plat.

subdivide the Vacant Property, including the Owner's reasonable lot of record. The Village shall be responsible for all costs to separate the Booster Station Easement Property into a separate tax petition the Village to subdivide the Vacant Property, so as to

terms and conditions provided in EXHIBIT D, which is attached hereto and made a part hereof purchase price of TEN AND 00/100 DOLLARS (\$10.00). The conveyance shall be subject to the and the Owner agrees to sell the Booster Station Easement Property to the Village for the elect to purchase from the Owner the fee simple title to the Booster Station Easement Property, into the Village, the Village may, in its sole discretion and upon written notice to the Owner, Property: At any time after the Village approves an ordinance annexing the Subject Property

7. Conveyance of the Fee Simple Title to the Booster Station Easement

Owner.

which approval shall not be unreasonably withheld or delayed by the Owner and the Village's Director of Community Development, installation of the landscaping is subject to the mutual approval of on the Water Main Easement Property along Meyers Road. The DOLLARS (\$5,000.00) for the purpose of installing landscaping a fund in the amount of FIVE THOUSAND AND 00/100 agreement for the Water Main Easement, the Village will establish Upon the Village's acceptance and recording of an easement

(2)

terms and conditions set forth in Paragraph 8 below. 00/100 DOLLARS (\$10.00) (the "Purchase Price"), subject to Village at the Village's cost, for the purchase price of TEN AND Easement Property"), as shown on a survey to be provided by the Property and adjacent to Meyers Road, (the "Water Main "Water Main") on, in and over the Eastern portion of the Church purposes to install a water main and related appurtenances (the foot (30') easement (the "Water Main Easement") for Village

(the "Conveyance Contract"). Contemporaneous with the conveyance of fee simple title to the Booster Station Easement Property to the Village, the Owner will execute a release and termination of the Booster Station Easement in the form set forth in EXHIBIT E, attached hereto.

8. Acceptance of Booster Station Easement and Water Main Easement by the Village (the "Easements"):

A. Easement Agreements: Owner agrees to grant the Village the Booster Station and Water Main Easements (together, the "Easements") pursuant to properly executed and notarized Easement Agreements (collectively the "Easement Agreements") in the form attached hereto as EXHIBIT F and EXHIBIT G respectively, and subject to the additional terms and conditions set forth in this Paragraph 8. The Village shall be responsible for recording the Easement Agreements with the Recorder of Deeds of DuPage County at the Village's expense. Prior to the delivery, acceptance and recordation of the Booster Station Easement Agreement, EXHIBIT E, Owner shall dedicate the northern 33 feet of Parcel 1 of the Subject Property to the appropriate governmental unit.

B. Environmental Assessment of the Easements: Prior to acceptance of the Easements by the Village, the Village shall have the right at any time, at its sole cost and expense, to select and retain environmental and other consultants to examine and inspect the physical condition of the Easements (including the groundwater thereunder) (collectively the "Easement Properties"), to conduct a site assessment and environmental audit, and to perform any environmental and engineering investigation or testing it deems necessary and appropriate (hereinafter "Environmental Assessment"). Owner hereby grants and will cause any tenants to grant, to the Village and its

consultants, their employees, agents, subcontractors and representatives, for the period of time defined below as the "Environmental Contingency Period", an irrevocable license and authorization to enter upon and have full access to the Easement Properties for the purposes of conducting a complete inspection of the Easement Properties and to perform such tests, including without limitation subsurface testing, soil and groundwater testing, and other tests which may physically invade the Easement Properties or improvements thereon or to conduct other environmental and engineering investigations, as the Village, in its sole discretion, determines is necessary to protect its interests, and will do nothing to interfere with the investigation of the Easement Properties. This period shall be known as the "Environmental Contingency Period", and shall commence upon the Effective Date of this Agreement through and including the date of the Closing and the closing under the Conveyance Contract. The Village and its employees, agents, representatives and consultants shall restore any property which may be disturbed by any action of the Village, its employees, agents, representatives and consultants pursuant to the provisions of this paragraph to substantially the same condition as that in which it was found prior to entry. Furthermore, Village shall not suffer or permit any mechanic's liens to attach or be against or upon the Subject Property, and that the Village shall indemnify Owner and shall save Owner harmless from and against any claim, obligation, liability or expense which may be asserted by any person or party arising out of or in the course of performance of any work or acts herein permitted. Any and all testing, environmental or otherwise, shall be at the Village's expense. Owner shall provide to the Village and its employees, agents, representatives and consultants full and complete access to the Easement Properties. Owner affirmatively represents that it has no documents or information in its possession, custody or control which relate or refer to the Easement

Village shall have the obligation of reimbursing Owner for expenses described in

Subparagraph 8.E.(3), to the extent applicable.

D. Acceptance and Payment of the Purchase Price for the Easements (the "Closing"):

The Village's acceptance of the Easements, or one or the other, shall take place no later than forty-five (45) days after the Effective Date (the "**Closing Date**") at the offices of Klein, Thorpe & Jenkins, Ltd., 20 N. Wacker Drive, Suite 1660, Chicago, Illinois 60606-2903 ("KTF") or at such other time and place as mutually agreed to by the Parties.

E. Closing Documents: On the Closing Date, the obligations of the Village and Owner shall be as follows:

1. The Owner shall execute and deliver or cause to be executed and delivered to KTF, a counterpart original executed and properly notarized and recordable (i) Booster Station Easement Agreement and (ii) Water Main Easement Agreement.

2. The Village shall deliver or cause to be delivered to KTF a check made payable to the Owner in the amount of the Purchase Price for the respective Easements.

3. The Owner shall provide at the Village's cost and expense a title commitment or such other title search reflecting that the Owner has good and marketable title to the Easement Properties to execute and deliver the Easement Agreements to the Village, together with any lender subordination agreement or consent to easement by any and all lenders of Owners.

F. Covenants, Representations and Warranties of Owner: The

covenants, representations and warranties contained in this Subparagraph shall be deemed remade as of the Closing Date and shall survive the Closing, and shall be deemed to have been relied upon by the Village in consummating the Closing herein contemplated notwithstanding any investigation the Village may have made with respect thereto, or any information developed by or made available to the Village prior to the

Closing and consummation of the Closing herein contemplated. Owner represents that it has provided the Village with all material information in Owner's possession pertaining to the environmental condition of the Easements. To the best of its knowledge, Owner covenants, represents and warrants to the Village as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

1. Title Matters. Owner has good and marketable fee simple title to the Easement Properties.
2. Violations of Zoning and Other Laws. Owner has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code for the Easement Properties. The easement rights as granted to the Village by the Owner, shall include all rights of the Owner to the use of any off-site facilities, including, but not limited to, storm water detention facilities, necessary to ensure compliance with all zoning, building, health, fire, water use or similar statutes, laws, regulations and orders and any instrument in the nature of a declaration running with the Easement Properties

3. Pending and Threatened Litigation. To the best knowledge and belief of Owner, there are no pending or threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Easement Properties.
4. Eminent Domain, etc. To the best knowledge and belief of Owner, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Easement Properties, or any part thereof.
5. Access to Public Utilities. No fact or condition exists which would result in the termination or impairment of access to the Easement Properties from adjoining public or private streets or ways or which could result in discontinuation of presently available or otherwise necessary sewer, water, electric, gas, telephone or other utilities or services.
6. Assessments. To the best knowledge and belief of Owner, there are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed and there are no special or general assessments pending against or affecting the Easement Properties.

7. Authority of Signatories; No Breach of Other Agreements; etc. The execution, delivery of and performance under this Agreement by Owner are pursuant to authority validly and duly conferred upon Owner and the signatories hereto. The consummation of the Closings herein contemplated and the compliance by Owner

with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Owner or the Easement Properties are bound; and will not and does not to the best knowledge and belief of Owner, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Owner or the Easement Properties are subject or bound.

8. Executive Agreements. Owner is not a party to, and the Easement Properties are not subject to, any agreement or agreement of any kind whatsoever, written or oral, formal or informal, other than this Agreement. The Village shall not, by reason of entering into or Closing pursuant to the terms and conditions of this Agreement, become subject to or bound by any agreement, lease, license, invoice, bill, undertaking or understanding which the Village shall not have previously agreed in writing to accept. Owner warrants and represents to the Village, that no written leases, licenses or occupancies exist in regard to the Easement Properties and further, that no person, corporation, entity, tenant, licensee, or occupant has an option or right of first refusal to purchase, lease or use the Easement Properties, or any portion thereof.

9. Mechanic's Liens. All bills and invoices for labor and material of any kind relating to the Easement Properties have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Easement Properties.

10. Governmental Obligations. To the best knowledge of Owner, there are no unperformed obligations relative to the Easement Properties, outstanding to any governmental or quasi-governmental body or authority.

11. Hazardous Materials:

a. From the Effective Date of this Agreement to and including the Closing Date and the closing under the Conveyance Contract, Owner agrees (i) to operate, maintain and manage the Easement Properties in the ordinary course of business; (ii) that the Easement Properties will comply in all respects, and will remain in compliance, with all applicable federal, state, regional, county and local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment, and all Environmental Laws (as defined below); and (iii) to maintain existing insurance on the Easement Properties.

b. Owner has no knowledge of: (i) the presence of any Hazardous Materials on, under or in the Easement Properties, including adjacent property (ii) any Release (which means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the indoor or outdoor environment or discarding of barrels, drums, containers, tanks and other receptacles containing or previously containing any hazardous Material) or threatened Release of Hazardous Materials that have occurred or are

presently occurring on or onto the Easement Properties, including any adjacent property; (iii) any spills or disposal of Hazardous Materials that have occurred or are occurring off the Easement Properties as a result of any construction on or operation and use of the Easement Properties; (iv) the presence of any equipment on the Easement Properties, containing polychlorinated biphenyls ("PCBs"); (v) the presence of any asbestos in use or on the Easement Properties; or (vi) any conditions or circumstances at or on the Easement Properties, which would pose a risk to the environment or the health or safety of persons.

c. To the best knowledge and belief of Owner, the Easement Properties, have never been used and will not be used as a landfill, open dump or a waste dump, or for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical material substance or waste. Owner has used no material quantity of any Hazardous Material and has conducted no activity, event or occurrence involving Hazardous Material at the Easement Properties. The Easement Properties do not contain underground storage tanks or Hazardous Materials, and the Owner has received no notice of nor do the Easement Properties violate any Federal, State, or Local Environmental Laws. For purposes of this Agreement, the phrase "Environmental Laws" shall mean any federal, state or local law, statute, ordinance, order, decree, rule or regulation (including but not limited to judicial orders, administrative orders, consent agreements and permit conditions) relating to releases, discharges, emissions or disposals to air, water, the Subject Property or groundwater, to the withdrawal or use of groundwater, to the use, handling, storage or disposal of polychlorinated biphenyls, asbestos or urea formaldehyde, to the treatment, storage, disposal or management of Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. '9601, et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. '6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. '2601, et seq. ("TSCA"), the occupational, Safety and Health Act, 29 U.S.C. '651, et seq. the Clean Air Act, 42 U.S.C. '7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. '1251, et seq., the Safe Drinking Water Act, 42 U.S.C. '3001, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. '1801, et seq. ("HMTA"), the Clean Water Act, 33 U.S.C. '1251, et seq., the Safe Drinking Water Act, 42 U.S.C. 300f, et seq., the Clean Air Act, as amended, 42 U.S.C. '7401, et seq., the Uranium Mill Tailings Radiation Control Act, 42 U.S.C. '655, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 42 U.S.C. '136, et seq., the National Environmental Policy Act, 42 U.S.C. '4321, et seq., the Noise Control Act, 42 U.S.C. '4901, et seq., the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. '4821, et seq., the Department of Housing and Urban Development Act, 42 U.S.C. 3531, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. '11001, et seq. ("EPCRA"), and the Illinois Environmental Protection Act, and other comparable federal, state or local laws and all rules, regulations and guidance documents promulgated pursuant thereto or published thereunder, as any or all of the foregoing may from time to time be amended, supplemented or modified. For the purposes of this Agreement, the phrase "Hazardous Materials" shall mean each and every element, compound, chemical mixture,

contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Laws or the release of which is regulated under Environmental Laws. Without limiting the generality of the foregoing, the term "Hazardous Materials" will include: "hazardous substances" as defined in CERCLA; "extremely hazardous substances" as defined in EPCRA; "hazardous waste" as defined in RCRA; "hazardous materials" as defined in HMTA; "chemical substance or mixture" as defined in TSCA; crude oil, petroleum and petroleum products or any fraction thereof (including "petroleum" as that term is defined in 42 U.S.C. 6991(8)); radioactive materials including source, by-product or special nuclear materials; asbestos or asbestos-containing materials; and radon.

d. Owner has received no notice of and to the best of Owner's knowledge and belief the Easement Properties do not violate any law, regulation or agreement applicable to the Easement Properties or their use. To the best knowledge and belief of Owner, the Easement Properties are not subject to any, and Owner has no knowledge of any imminent restriction on the ownership, occupancy, use or transferability of the Easement Properties, in connection with any (i) Environmental Law, or (ii) release or threatened release or disposal of a Hazardous Material. With respect to the Easement Properties, if Owner shall (i) receive notice that any violation of any federal, state or local Environmental, health or safety law or regulation may have been committed or is about to be committed with respect to the Easement Properties, (ii) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any federal, state or local Environmental Law or regulation or requiring Owner to take any action in connection with the release of any Hazardous Materials into the environment, (iii) receive any notice from a federal, state or local governmental agency or private party alleging that the Owner may be liable or responsible for costs associated with a response to or cleanup of a release of any Hazardous Materials into the environment or any damages caused thereby, (iv) receive any notice that the Owner is subject to federal, state or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, or (v) receive any notice that the Easement Properties, or assets of Owner are subject to a lien in favor of any governmental entity for any liability under the federal, state or local Environmental Laws or regulations or damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, then the Owner shall promptly provide the Village with a copy of such notice, not later than seven (7) days from Owner's receipt thereof.

e. There are no proceedings pending or, to the best knowledge and belief of Owner, threatened against or affecting the Owner in any court or before any governmental authority or arbitration board or tribunal, which if adversely determined, would materially and adversely affect the Easement Properties. The Owner is not in default with respect to any order of any court or governmental

authority or arbitration board or tribunal, which default would materially and adversely affect the Easement Properties.

f. The Owner covenants that Owner shall not create, store, release or allow the retention, storage or release of any Hazardous Substances or Materials on the Easement Properties.

g. When used in this Agreement, the expression "to the best knowledge and belief of Owner," or words to that effect, is deemed to mean the current knowledge of Roy Kraft, the person most likely to know, that the Owner, after reasonable examination, investigation and inquiry is not aware of any thing, matter or the like that is contrary, negates, diminishes or vitiates that which such term precedes.

h. Notwithstanding any other provisions or terms of this Agreement to the contrary, in the event of the breach by Owner of any covenant, warranty or representation made by Owner in this Agreement, Owner agrees to indemnify and hold harmless the Village for and against all losses, damages, liabilities, costs, expenses (including reasonable attorney's fees) and charges which the Village may incur or to which the Village may become subject as a cause or consequence of such breach. Further, with respect to this Agreement, Owner agrees to indemnify and hold the Village harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines sought in any lawsuit, administrative action or other proceedings, including reasonable attorneys' fees, costs and expenses, arising from or out of or in any way connected with: (i) the presence of any Hazardous Materials on the Subject Property, which includes the Easement Properties or the presence of any Hazardous Materials off the Subject Property, which includes the Easement Properties, that was caused by or spread from the Subject Property, which includes the Easement Properties; or (ii) any violation or alleged violation of any local, state or federal environmental law or regulation, ordinance, administrative or judicial order relating to Hazardous Materials attributable to events occurring before the Closing Date or the closing under the Conveyance Contract, of which Owner had knowledge but failed to disclose to Village. Notwithstanding the foregoing, this Agreement shall not be construed to impose liability on the Owner for Hazardous Materials placed, released or disposed of on the Easement Properties through no fault of Owner after the Closing Date or the closing under the Conveyance Contract. The covenants, representations and warranties herein contained together with this indemnity shall survive the Closing and the closing under the Conveyance Contract. In the event that the Village or any of its officials, trustees, or employees are named as a defendant in any lawsuit arising out of the matters to be indemnified under this Contract, the Village shall have the right to choose the attorney(s) who represent them in said lawsuit and the costs, expenses and fees associated with said attorneys in relation to said lawsuit shall be paid by Owner pursuant to the indemnification provisions herein.

i. The Owner's obligations hereunder shall in no way be impaired, reduced or released by reason of the Village's omission or delay to exercise any

right described herein or in connection with any notice, demand, warning or claim regarding violations of any Environmental Laws governing the Easement Properties.

j. The Owner's liability hereunder shall not be limited by the other provisions contained in the Agreement, and Owner agrees that the indemnification contained herein is separate, independent of and in addition to Owner's other undertakings under the Agreement, except as defined in subparagraph F.11.1 below.

k. The indemnification contained in this Agreement shall be continuing, irrevocable and binding on the Owner, and the Owner's respective successors and assigns, for a period of 3 years from the Effective Date or the date that a certificate of occupancy is issued by DuPage County for the Booster Station, which ever comes first, and this Agreement shall be binding upon and inure to the benefit of the Village and the Village's successors and assigns.

l. However, except as otherwise provided in this subparagraph 1, Owners' liability to the Village shall be capped at \$154,370.00 (the "Cap of Liability"), which represents that amount the Village is paying to Owner for the Booster Station Easement. The Cap of Liability and the time limitation period set forth above in subparagraph F.11.k. shall not apply to a breach by Owner of any of its covenants, representations or warranties set forth in this Agreement. Further, in the event that Hazardous Materials are discovered during the Village's construction of the Booster Station, the remediation of which Hazardous Materials will exceed the amount of \$154,370.00, the Village, at its sole discretion, may abandon construction of the Booster Station with no liability, obligation or responsibility to complete the construction, restore the Booster Station Easement to its original condition, or to remediate the Hazardous Materials. Further, in the event of such abandonment of construction, the Village shall execute and Owner shall accept a release and abrogation of the Booster Station Easement.

9. **Signage:** The Village agrees that the Owner's freestanding signs shall be permitted to remain in their present forms at their present locations, said signs being described as follows:

1. Fellowship Church sign, as depicted on **EXHIBIT H**, attached hereto and incorporated herein, and having the following dimensions and location:

- i. Cabinet: sign cabinet of eleven feet (11') by three feet (3');
- ii. Height: four feet (4') from ground to top of cabinet and ten feet ten inches (10'10") from ground to top of cross; and
- iii. Location: on or about the Water Main Easement

2. Taiwanese Community Church sign, as depicted on **EXHIBIT I**, attached

hereto and incorporated herein, and having the following dimensions and location:

- i. Length: eight feet ten inches (8'10");
- ii. Height: three feet five inches (3'5") from ground; and
- iii. Location: on or about the Water Main Easement

Owner agrees to construct any additional signage on the Subject Property, including any changes to the location or form of the above freestanding signs, in full compliance with the Lombard Sign Ordinance (Title XV, Chapter 153 of the Lombard Village Code).

10. **Water Utilities:** Village represents and warrants to Owner as follows:

A. That the Village owns and operates a water distribution system within the Village for water distribution; and

B. That the Village water distribution system has sufficient capacity to provide potable water to the Subject Property such service to be substantially the same as that provided to other similarly zoned areas in the Village being provided with water by the Village.

11. **Storm Drainage Facilities:** In regard to any future development of the Subject

Property after the Effective Date of this Agreement, storm drainage facilities, and retention and/or detention areas shall be provided and constructed and paid for by Owner as required for the aggregate area of any disturbed area, in accordance with final engineering plans to be approved by the Village. In addition, any such storm drainage facilities and any wetland areas will be maintained by the Owner and/or any subsequent owners of the Subject Property. In the event that any such storm drainage facilities originally installed for the Subject Property are insufficient, Owner shall add additional storm drainage facilities as may be required by the Village Engineer. Such storm drainage facilities and any wetland areas shall be maintained by the Owner during the course of any future 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 against the Subject Property, excluding the Easement

- A. Fees in the amount of \$ 0 - does not apply.
- B. Annexation fee has been waived as of the Effective Date of this Agreement.
- C. Rezoning fee does not apply.
- D. Watermain recapture fee does not apply.
- E. Sanitary sewer recapture fee does not apply.
- F. Storm sewer recapture fee does not apply.

in connection with the annexation, zoning and development of the Subject Property: serving of the Subject Property with water, Owner agrees to pay the following fees to the Village on the Village, and in consideration of water mains installed by the Village to assist in the

13. **Fees:** In consideration of the impact of the development of the Subject Property

within a building.

constructed after the Effective Date of this Agreement, shall be installed underground or located distribution facilities, except electrical transformers and meters for natural gas and electricity, 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

the right to record a lien for any such unpaid costs and expenses, including collection fees, incurred by the Village and, if not promptly paid, the declaration shall provide the Village with such subsequent owner(s) shall immediately upon demand reimburse the Village for all expenses takes, in its sole discretion, any such action, such declaration shall provide that the Owner or any suitably maintained so that they remain fully operational. If the Village exercises such right and Properties, to maintain and/or repair or replace such storm drainage facilities if they are not the duty or obligation, to go upon any portion of the Subject Property, including the Easement to the declaration's recordation. Such declaration shall provide the Village with the right, but not Properties, by the Owner and which declaration shall be subject to approval by the Village prior

feet outside of the Church and parsonage buildings on the Subject Property, said point to
 C. The Village shall construct a water line from the Water Main to a point five (5)
 the Village's corporate boundary.

Property at rates applicable to the Church Property as if the Church Property was within
 Owner for water usage for its current parsonage and church building on the Church
 B. Upon the Owner's connection to the Water Main, the Village will charge the
 applicable state, county and Village Code and regulations; and

to pay any water connection or permit fees, but such connection must comply with
 Owner's current parsonage and church building. The Village will not require the Owner
 as the Village determines reasonable for the Owner's use of the Village's water at the
 A. The Village will permit the Owner to connect to the Water Main at such location
 Village, the Village agrees as follows:

or not the Subject Property, which includes the Church Property, has been annexed to the
 Village's installation of the Water Main in the Water Main Easement, and regardless of whether
 Notwithstanding anything to the contrary in this Paragraph 13, upon completion of the
 in the future, but before the Owner has connected to the Water Main.

Main, and the Village agrees to hold Owner harmless from any said fees should they be imposed
 not be required to pay any fees or costs for or related to the design or construction of the Water
 Village Code and regulations, at the time of application for the respective permits. Owner shall
 but not limited to building permit) and utility connection fees as required by Village Ordinances,
 In addition to the above fees, the Owner agrees to pay all applicable permit (including,

I. Proportionate share of Master Utility study does not apply.

H. Glenbard Waste Water Authority fee does not apply.

G. Transportation Improvements fee does not apply.

charges, fees, contributions, dedications and easements required by this Agreement are

16. **Reasonableness of Fees and Charges:** Owner further agrees that the connection

cable television operator(s).

named grantee in all of the Additional Easements along with the applicable utility companies and sanitary sewer, electric, telephone, gas, and cable television service, with the Village being a Village Engineer to enable the Subject Property to be properly drained and to receive water, on-site and off-site (if applicable) (the "Additional Easements"), which may be required by the Easements described in Paragraph 6 of this Agreement, Owner shall provide all easements, both

15. **Additional Easements:** In addition to the Booster Station and Water Main

Lombard Park District upon the annexation of the Subject Property to the Village.

agrees to petition the Lombard Park District to have the Subject Property annexed to the

14. **Annexation to Lombard Park District:** If required by the Village, the Owner

are to be at the sole expense of the Village.

things to be performed, furnished or used, or expenses to be paid, for said construction inspecting said water line and activities incidental thereto, and all other matters and in, or in connection with, the clearing, trenching for, constructing, installing, and/or equipment, tools and materials to be performed, furnished or used directly or indirectly clearing, trenching for, constructing, installing and inspecting. All work, labor, services, portion of the Subject Property which is disturbed or altered in any manner by such completion of said construction, the Village shall restore to its former condition any times as the Owner and Village reasonably agree. As soon as practicable after contractors, to enter onto the Subject Property for the purpose of said construction at such be determined by Owner. Owner hereby permits and authorizes the Village, and/or its

reasonable in amount, where applicable, and are reasonably related to and made necessary by the current condition of the Subject Property, as well as any future development thereof.

17. **Dedication of Public Improvements:** When Owner has completed all required

public improvements, in accordance with the provisions of the Village Code and this Agreement, and said public improvements have been inspected and approved by the Village Engineer, the Village shall accept said public improvements subject to a two (2) year maintenance guaranty, said guaranty to be in the form of a letter of credit in an amount equal to ten percent (10%) of the cost of the public improvements installed. Notwithstanding this Paragraph 17, any storm drainage facilities shall remain owned by and maintained by the Owner, and any subsequent owner(s). However, Owner does not have to provide any of the requested Additional Easements if they interrupt Owner's reasonable use and enjoyment of the Subject Property.

18. **Final Engineering Approval:** All public improvements required to be

constructed hereunder or under the provisions of the Village Code shall be paid for, constructed and installed by the Owner in accordance with final engineering plans approved by the Village Engineer.

19. **Disconnection Prohibition:** During the Term of this Agreement, the Owner shall

not petition the Court for disconnection of all or any portion of the Subject Property from the Village pursuant to Illinois Compiled Statutes, Chapter 65, Section 5/7-3-6, or any similar State statute provision in regard to the disconnection of property from the corporate limits of a municipality.

20. **General Provisions:**

A. **Notices:** Any and all notices, demands, consents and approvals required under

this Agreement shall be sent and deemed received: A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or B) on the next business

day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, if addressed to the Parties 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:

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

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

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

(2)

If to the Owner:

Mr. Ray Kraft, Clerk
Fellowship Reformed Church
1420 S. Meyers Road
Lombard, Illinois 60148

With a copy to:

Paul R. Buikema, Esq.
Goldstine, Skrodzki, Ruskian, Nemeec and Hoff, Ltd.
835 McClintock Drive, Second Floor
Burr Ridge, Illinois 60527
630-655-6000 (Phone)
630-655-9808 (Fax)
prb@gsrnh.com

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

B. Continuity of Obligations:

(1) The provisions of this Agreement, shall be binding upon Owner, and Owners successors and assigns, and shall be considered and are hereby declared as covenants running with the land.

(2) 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 Subparagraph 20B.

(3) Upon the condition that the requirements of this Subparagraph 20B

have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner and Owner's successors and assigns, 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 Subparagraph 20B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner's successors and assigns until such time as Owner has given the Village the notice required by this Subparagraph 20B.

of the Illinois Compiled Statutes, shall the Corporate Authorities require that any part of the the exercise of the authority granted in Section 5/11-12-8 of Division 11 of Act 5 of Chapter 65 **Dedication of Public Lands:** In no event, including (without limitation) E. respective successor or assigns.

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

in calculating the Term of this Agreement (as defined in Subparagraph 20T below). including (without limitation) the appeal time therefor, shall not be included, if allowed by law, challenged in any Court proceeding, the period of time during which such litigation is pending, classification of the Subject Property for zoning purposes or other terms of this Agreement are

C. **Court Contest:** In the event the annexation of the Subject Property, the sole option, has otherwise released Owner from any or all of such obligations. Agreement until such obligations have been fully performed or until Village, at its the faithful performance of all obligations imposed upon Owner by this shall at all times during the Term of this Agreement remain liable to Village for Property by Owner in accordance with Subparagraph 20B(2) above, the Owner including but not limited to the sale or conveyance of all or any part of the Subject (4) Notwithstanding any provision of this Agreement to the contrary,

Subject Property be designated for public purposes, except as otherwise provided in this Agreement, except as may be consented to in writing by Owner or except as may be required pursuant to the applicable provisions of the Village Code relative to any future development of the Subject Property and the construction of any public improvements required in relation thereto.

F. Conveyance, Dedication and Donation of Real Estate and Certain Personal Property: Any conveyance, dedication or donation of all or any portion of the Subject Property required of Owner to the Village under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement, except that, as to the conveyance of the Booster Station Easement, the provisions of EXHIBIT D shall be controlling to the extent in conflict with the following:

(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 conveyance, dedication or donation:

The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable special warranty deed, plat of dedication or appropriate dedication on a recorded plat of subdivision (the foregoing, the "Conveyance Instrument") and may be subject only to:

(a) covenants, restrictions and easements of record, provided the same do not render the Conveyance Property materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;

(b) terms of this Agreement;

(c) general taxes for the year in which the Conveyance

Instrument 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 of the Conveyance

Instrument;

(the foregoing (a) through (c) are the "Permitted Exceptions").

(4) **Title Insurance:** Owner shall provide to the Village, not less than

ten (10) days prior to the time for delivery of the Conveyance Instrument, a commitment for title insurance (the "Title Commitment") from the Chicago Title Insurance Company or such other title insurance company (the "Title Company")

acceptable to the Village as the "grantee" in such Conveyance Instrument. The Title Commitment shall be in usual and customary form subject only to:

- (a) the usual and customary standard exceptions 1 through 5 contained therein;
- (b) the Permitted Exceptions;
- (c) such other title exceptions which are acceptable to the Village, at the Village's sole discretion, which title exceptions when approved by the Village shall become a Permitted Exception.

The Title Commitment shall be in the amount of the fair market value of the Conveyance Property described in the Conveyance Instrument (the "Insured Amount") and shall be dated not more than twenty (20) days prior to the time for delivery of the Conveyance Instrument. Owner shall further cause to be issued within thirty (30) days after delivery of the Conveyance Instrument an owners title insurance policy in the Insured Amount from the Title Company (the "Owners Policy"), subject only to the Permitted Exceptions stated above.

The cost of the Title Commitment, title later updates and Owners Policy and any other title costs, including but not limited to cost of title endorsements to insure non-Permitted Exceptions, shall be at Owner's expense.

(5) Taxes, Liens, Assessments, Etc.: General taxes and all other

taxes, assessments, liens and charges of whatever nature affecting the Conveyance Property shall be paid by the Owner and removed prior to delivery of the Conveyance Instrument. To the extent that any such item cannot be removed prior to delivery of the Conveyance Instrument because the amount of the same cannot then be determined, Owner hereby covenants that it will promptly pay the same upon determination of such amount and that Owner will indemnify, hold harmless and defend the Village against any loss or expense, including but not limited to reasonable attorneys' fees and expenses of litigation, arising as a result of Owner's breach of the foregoing covenant.

(6) Delivery of Conveyance Instrument: To the extent not provided

in this Agreement, delivery of the Conveyance Instrument shall occur at a date, time and place mutually agreeable to Owner and the Village, otherwise at a date, time and place set by the Village not less than thirty (30) days nor more than forty-five (45) days after notice thereof is given by the Village to Owner.

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 to this Agreement are material to this Agreement and the Parties hereby confirm and admit their respective truth and validity

and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the Term 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) In the event that any third party or parties institute any legal proceedings against the Owner and/or the Village, which relate to a breach of this Agreement by Owner, then, in such event, the Owner, on notice from the 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.

(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 Corporate Authorities of the 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.

designated from time to time by the Village relevant to determining such costs may be further confirmed by the Village at its option from additional documents upon its request, by a sworn statement of the Owner; and such costs and expenses Such costs and expenses incurred by Owner shall be evidenced to the Village amount not to exceed FOUR THOUSAND AND 00/100 DOLLARS (\$4,000.00).

related public hearings and the closings contemplated for the Basements, to an fees incurred by the Owner in connection with its review of this Agreement, any (4) The Village shall reimburse the Owner for all reasonable attorneys' the Owner against Village.

Village may, in its sole discretion, appeal any such judgment rendered in favor of etc., incurred by the Owner in connection therewith (and any appeal thereof). but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, Village all expenses of such legal proceedings incurred by the Owner, including having jurisdiction thereof shall determine and include in its judgment against for violation of this Agreement and secures a judgment in its favor, the Court (3) In the event the Owner institutes legal proceedings against Village the Village against Owner.

Owner may, in its sole discretion, appeal any such judgment rendered in favor of etc., incurred by the Village in connection therewith (and any appeal thereof). but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, Owner all expenses of such legal proceedings incurred by the Village, including having jurisdiction thereof shall determine and include in its judgment against for violation of this Agreement and secures a judgment in its favor, the Court (2) In the event the Village institutes legal proceedings against Owner

and expenses. Notwithstanding the foregoing, the Village shall in no event be required to reimburse the Owner or pay for any expenses or costs of Owner as aforesaid more than once.

K. No Waiver or Relinquishment of Right to Enforce Agreement: Failure

of either 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 either 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: The Village, at its expense, shall record this Agreement and

any amendments thereto with the Recorder of Deeds of DuPage County. For recording purposes the Conveyance Contract (**EXHIBIT D**), the Release of Booster Station Easement (**EXHIBIT E**), Booster Station Easement Agreement (**EXHIBIT F**) and the Water Main Easement Agreement (**EXHIBIT G**) which are attached hereto, will not be recorded with this Agreement.

N. Authorization to Execute: The individual executing this Agreement on

behalf of the Owner warrants that he/she has been lawfully authorized by Owner to execute this Agreement on behalf of the Owner. The Village President and Village Clerk of the Village hereby warrant that they have been lawfully authorized by the Board of Trustees of the Village

to execute this Agreement. The Owner and Village shall deliver to each other upon request copies of all bylaws, joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

O. Amendment: This Agreement sets forth all the promises, inducements,

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

P. Counterparts: This Agreement may be executed in two (2) or more

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, unless a particular provision of this Agreement specifically provides otherwise.

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 executed last by the

Village and the Village Mayor and Village Clerk shall affix the date on which he/she/they sign(s) this Agreement where indicated next to the Village's signature, which date shall be deemed the effective date of this Agreement (the "Effective Date").

T. 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 ("Term of this Agreement").

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.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this Agreement on the day and year set forth below.

VILLAGE:

VILLAGE OF LOMBARD,
an Illinois municipal corporation

FELLOWSHIP REFORMED CHURCH,
a not-for-profit religious organization

OWNER:

By: _____
 Name: William J. Mueller
 Title: Village President
 Attest: _____

By: _____
 Name: Brigitte O'Brien
 Title: Village Clerk
 Attest: _____

Date signed by Village: _____
 Date signed by Owner: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS)
) COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Brigitte O'Brien, personally known to me to be the Deputy 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 _____, _____, 20____, Commission expires _____, 20____.

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 _____ and _____

President and _____, 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 the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth, and the said _____ then and there acknowledged that said Secretary as custodian of the corporate seal of said Corporation caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

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

Commission expires _____

Notary Public

**EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY**

PARCEL 1:

THE WEST 117.0 FEET OF THE EAST 376.0 FEET OF THE NORTH 233.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN: 06-21-111-003

PARCEL 2:

THE SOUTH 10.0 FEET OF LOT 1 IN HAVENGA'S PLAT OF SURVEY OF THE NORTH 233.0 FEET OF THE EAST 233.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 753858, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN: 06-21-111-005

PARCEL 3:

LOT 1 OF MEYERS ROAD SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 624.27 FEET OF THE EAST 376.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 233.0 FEET THEREOF, ACCORDING TO THE PLAT RECORDED SEPTEMBER 17, 1958 AS DOCUMENT 894969, ALL IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN: 06-21-111-006

EXHIBIT B
LEGAL DESCRIPTION OF CHURCH PROPERTY

THE SOUTH 10.0 FEET OF LOT 1 IN HAVENGA'S PLAT OF SURVEY OF THE NORTH
233.0 FEET OF THE EAST 233.0 FEET OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS
DOCUMENT 753858, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN 06-21-111-005

AND

LOT 1 OF MEYERS ROAD SUBDIVISION, BEING A SUBDIVISION OF THE NORTH
624.27 FEET OF THE EAST 376.0 FEET OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF
THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 233.0 FEET THEREOF,
ACCORDING TO THE PLAT RECORDED SEPTEMBER 17, 1958 AS DOCUMENT 894969,
ALL IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN 06-21-111-006

**EXHIBIT C
LEGAL DESCRIPTION OF VACANT PROPERTY**

THE WEST 117.0 FEET OF THE EAST 376.0 FEET OF THE NORTH 233.0 FEET OF THE
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN
DUBAGE COUNTY, ILLINOIS.

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN: 06-21-111-003

EXHIBIT D
CONVEYANCE CONTRACT
Exhibit D will not be attached for recording purposes.

EXHIBIT D
CONVEYANCE CONTRACT

The following are the terms and conditions for the conveyance of the Booster Station Easement Property as legally described in Exhibit 1, which is attached hereto and made a part hereof (the "Property"). To the extent that any provisions in this Exhibit D conflict with the provisions in the Annexation Agreement, the provisions in this Exhibit D shall control.

1. **CONVEYANCE:** Owner (referred to herein as "Seller") agrees to convey to the Village (referred to herein as "Buyer") and the Buyer agrees to accept the conveyance from Seller, the fee simple title to the Booster Station Easement Property, for TEN and 00/100 DOLLARS (\$10.00), subject to the following terms as set forth in the Annexation Agreement, which provisions are incorporated herein as if fully set forth:

A. Paragraph 7, Conveyance of the Fee Simple Title to the Booster Station Easement Property; and

B. Paragraph 8 B., Environmental Assessments of the Easements; and

C. Paragraph 8 F., Covenants, Representations and Warranties of Owner (Seller), which covenants, representations and warranties Owner restates and reaffirms in regard to Owner's sale of the Booster Station Easement Property to the Village; and

D. Paragraph 20 A., Notices; and

E. Paragraph 20 F., Conveyance, Dedication and Donation of Real Estate and Certain Personal Property.

2. **BUYER'S OPTION NOT TO ACCEPT CONVEYANCE.** The Buyer shall

not be obligated to take title to the Property if, in the Buyer's sole and exclusive judgment, for any reason whatsoever (including, without limitation, information revealed by the Environmental Assessment), it determines that the use or condition of the Property (including the groundwater thereunder), or any part thereof or any adjacent property, poses a health, safety or environmental hazard, or if the Environmental Assessment reveals or if at any time prior to the Closing Date the Buyer otherwise becomes aware of the existence of any environmental condition which may be dangerous and/or unacceptable to the Buyer, or in violation of any environmental law or regulation including, but not limited to, the presence of any Hazardous Material, as said term is defined below. Pursuant to this Paragraph 2, the Buyer shall have the right, in its sole and exclusive judgment, to terminate this transaction and not to accept conveyance of the Property prior to the Closing Date and to declare this transaction null and void.

3. **TITLE INSURANCE AND SURVEY.** The Buyer agrees to pay for an owners title insurance policy issued through Chicago Title Insurance Company (the "Title

"Company") for the Property including any extended coverage, if required. Seller agrees to pay the costs of any title endorsements to insure non-permitted exceptions. The Buyer agrees to pay for a current dated survey of the Property (the "Survey"), prepared by a surveyor licensed by the State of Illinois, certified to Buyer, Buyer's Attorneys, Seller, Seller's Attorneys and the Title Company and such other parties as Buyer may designate, by the surveyor as being true, accurate and having been prepared in compliance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" adopted by the American Land Title Association and American Congress on Surveying and Mapping in 2005, including the following Table A items: 1, 2, 3, 4, 10, 11(b) and 16. Upon approval of the Survey, the legal description in Exhibit 1 shall be automatically revised to be that of the legal description in the Survey and Title Commitment. At either party's request, any changes to the legal description shall be confirmed in writing signed by both parties.

4. **CLOSING AND CLOSING DOCUMENTS.** The transaction contemplated in this Exhibit D, shall close on a date mutually agreed to by the Parties (the "Closing Date"). On the Closing Date, the obligations of the Buyer and Seller shall be as follows:

A. Seller shall deliver or cause to be delivered to the Buyer:

- (i) an original executed and properly notarized Warranty Deed;
- (ii) an original executed and properly notarized Affidavit of Title, Warranty and Covenant;
- (iii) an original executed and properly notarized Non-Foreign Affidavit;
- (iv) Counterpart originals of Seller's closing statement;
- (v) the original executed and properly notarized Release & Abrogation of the easement known as the Booster Station Easement Agreement;
- (vi) ALTA Statement and GAP Undertaking; and
- (vii) Such title clearance documentation as may be required by the Title Company, and such other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy insuring the fee simple title to the Property in the Buyer as of the Closing Date, subject only to the Permitted Exceptions.

B. Buyer shall deliver or cause to be delivered to the Seller:

7. **CONVEYANCE TAXES.** The parties acknowledge that as Buyer is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

B. **Miscellaneous.** All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the parties shall prorate on the best available information. Final readings and final billings for utilities shall be taken as of the Closing Date.

A. **Real Estate Taxes.** General real estate taxes for 2007 and 2008, special assessments and all other public or governmental charges against the Property which are or may be payable on an annual basis (including charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the Closing Date) shall be adjusted and apportioned as of the Closing Date. If the exact amount of general real estate taxes is not known on the Closing Date, the proration will be based on the most recent full year tax bill increased by 115% and shall be conclusive, with no subsequent adjustment.

6. **PRORATIONS.** On the Closing Date, the following adjustments and prorations shall be computed as of the Closing Date and the balance of the Purchase Price shall be adjusted to reflect such prorations. All prorations shall be based on a 365-day year, with the Seller having the day prior to the Closing Date.

5. **POSSESSION.** Possession of the Property shall be delivered to Buyer on the Closing Date subject to the Permitted Exceptions as defined in the Annexation Agreement, and in the same condition as at the time of the execution of the Annexation Agreement.

C. The parties shall jointly deposit fully executed State of Illinois Transfer Declarations and County Transfer Declarations.

- (i) counterpart originals of Seller's closing statement;
- (ii) ALTA Statement; and
- (iii) such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.

8. DEFAULT AND CONDITIONS PRECEDENT TO THE CLOSING DATE.

A) It is a condition precedent to the Closing Date that (i) fee simple title to the Property being shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder and being accepted by Buyer; (ii) the covenants, representations and warranties of Seller contained in Paragraph 1(C) hereof and elsewhere in this Exhibit D, being true and accurate on the Closing Date or waived by Buyer in writing on or prior to the Closing Date; and (iii) Seller having performed under this Exhibit D and otherwise having performed all of its covenants and obligations and fulfilled all of the conditions required of it under this Exhibit D on or prior to the Closing Date. If before the Closing Date, Buyer becomes aware of a breach of any of Seller's, representations and warranties or of Seller failing to perform all of its covenants or otherwise failing to perform all of its obligations and fulfill all of the conditions required of Seller on or prior to the Closing Date, Buyer may, at its option (a) elect to enforce the terms hereof by action for specific performance; or (b) attempt to cure such breach or failure by Seller for a period of up to thirty (30) days following the Closing Date, charging Seller for all costs and expenses incurred in doing so and, following such attempt, to either: (c) not accept the conveyance and terminate this transaction, or (d) proceed to accept the conveyance notwithstanding such breach or nonperformance. In all events, Buyer's rights and remedies under this Exhibit D shall always be non-exclusive and cumulative and the exercise of one remedy shall not be exclusive of or constitute the waiver of any other, including all rights and remedies available to it at law or in equity.

B) In the event of a default by Buyer, Seller's sole and exclusive right and remedy shall be not to convey the Property to Buyer pursuant to the terms of this Exhibit D. Notwithstanding the foregoing, the parties agree that no default of or by either party shall be deemed to have occurred unless and until notice of any failure by the non-defaulting party has been sent to the defaulting party and the defaulting party has been given a period of ten (10) days from receipt of the notice to cure the default.

9. **BINDING EFFECT.** The terms and provisions of this Exhibit D, shall inure to the benefit of, and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors, and/or successors in interest of any kind whatsoever, of the parties hereto.

10. **BROKERAGE.** Each party hereto hereby represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Exhibit D. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against

which the other is being indemnified hereunder. This provision shall survive the Closing Date.

11. **RIGHT OF WAIVER.** Each and every condition of the Closing Date other than the Buyer's duties on the Closing Date is intended for and is for the sole and exclusive benefit of Buyer. Accordingly, Buyer may at any time and from time to time waive each and any condition on or prior to the Closing Date, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by Buyer shall, unless otherwise herein provided, be in a writing signed by Buyer and delivered to Seller.

12. **DISCLOSURE OF INTERESTS.** In accordance with Illinois law, 50 ILCS 105/3.1, prior to conveyance of the Property to Buyer, an Owner, authorized trustee, corporate official or managing agent, must submit a sworn affidavit to the Buyer disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every shareholder entitled to receive more than 7 1/2% of the total distributable income of any corporation having any real interest, real or personal, in the Property, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the corporation or its managing agent that there is no readily known individual having a greater than 7 1/2% percent interest, real or personal, in the Property. The sworn affidavit shall be substantially similar to the one described in Exhibit 2, attached hereto and made a part hereof.

13. **MISCELLANEOUS.**

- A. Buyer and Seller mutually agree that time is of the essence and every provision of this Exhibit D in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
- B. This Exhibit D provides for the conveyance of Property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Exhibit D, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to the terms and provisions of this Exhibit D and its enforcement, venue shall be in the Circuit Court in the County where the Property is located and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.
- C. The terms, provisions, warranties and covenants made in this Exhibit D, shall survive the Closing Date and delivery of the Deed and other instruments of conveyance. This terms and provisions of this Exhibit D

shall not be merged with the Deed and other instruments of conveyance, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

D. The provisions of the Uniform Vendor and Buyer Risk Act of the State of Illinois shall be applicable to this Exhibit D.

B. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Property Settlement Procedures Act of 1974. In the event that either party shall fail to make appropriate disclosures when asked, such failure shall be considered a breach on the part of said party.

F. The parties warrant and represent that the execution, delivery of, and performance under this Exhibit D is pursuant to authority, validity and duly conferred upon the parties and the signatories hereto.

G. The paragraph headings contained in this Exhibit D are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

H. Whenever used in this Exhibit D, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

I. If the Seller is a Trust, this Exhibit D is executed by the undersigned Trustee not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority to execute this Exhibit D. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding Trustee personally but are made and intended for the purpose of binding only the trust property, and this Exhibit D is executed and delivered by said Trustee not in its own right, but solely in the exercise of the power conferred upon it as said Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said Trustee on account of this Exhibit D or on account of any representations, covenants, undertakings, warranties or agreements of said Trustee in this

Exhibit D contained either express or implied, all such personal liability, if any, being expressly waived and released.

J. In the event the Seller is a Trust as provided above, this Exhibit D shall be signed by the Trustee and also by the person or entity holding the Power of Direction under the Trust. The person or entity signing this Exhibit D is by his/her/their/its signature represents, warrants and covenants with Buyer that he/she/they/it has the authority to enter into this Exhibit D and the obligations set forth herein. All references to the Seller's obligations, warranties and representations shall be interpreted to mean the Beneficiary or Beneficiaries of the Trust.

K. In the event either party elects to file any action in order to enforce the terms of this Exhibit D, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.

L. The Parties shall not record Exhibit D against the Property.

M. If any of the provisions of this Exhibit D, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of the provisions of this Exhibit D shall not be affected thereby, and every other provision of this Exhibit D shall be valid and enforceable to the fullest extent permitted by law.

N. This Exhibit D any attached hereto, if any, are made a part hereof, or required hereby, embody the entire transaction between the Parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Exhibit D of any kind whatsoever, shall be made or claimed by Seller or Buyer, and no notices of any extension, change, modification or amendment made or claimed by Seller or Buyer (except with respect to permitted unilateral waivers of conditions precedent by Buyer) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Buyer.

14. **TERMINATION OF GRANT OF EASEMENT UPON TRANSFER**. The

Booster Station Easement Agreement between Buyer and Seller, dated _____, 2008, shall terminate upon transfer of title of the Property to Buyer under this Agreement and Seller shall provide Buyer with a properly executed Release & Abrogation of the Booster Station Easement Agreement on the Closing Date, which Buyer shall record.

PN: PART OF 06-21-111-003

POINT OF BEGINNING.
BEGINNING AT A POINT ON A LINE 33.00 FEET SOUTH OF AND
PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER
AND ON THE EAST LINE OF SAID WEST 117.00 FEET OF THE EAST
376.00 FEET; THENCE SOUTHERLY ALONG SAID EAST LINE 98.00 FEET
TO A POINT ON A LINE 131.00 FEET SOUTH OF AND PARALLEL WITH
SAID NORTH LINE OF THE SOUTHWEST QUARTER; THENCE
WESTERLY ALONG SAID PARALLEL LINE 80.00 FEET; THENCE
NORTHERLY 98.00 FEET ALONG A LINE PARALLEL WITH SAID EAST
LINE OF THE WEST 117.00 FEET TO A POINT ON SAID LINE BEING 33.00
FEET SOUTH OF AND PARALLEL WITH SAID SOUTHWEST QUARTER;
THENCE EASTERLY 80.00 FEET ALONG SAID PARALLEL LINE TO THE

DESCRIBED AS FOLLOWS:
THAT PORTION OF THE WEST 117.0 FEET OF THE EAST 376.0 FEET OF THE
NORTH 233.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, BEING

LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT 1

EXHIBIT E
RELEASE OF BOOSTER STATION EASEMENT
Exhibit E will not be attached for recording purposes
as the original will be recorded separately upon execution.

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING MAIL TO:
Klein Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606
George A. Wagner, Esq.
(#0049-038 dm)

Release & Abrogation

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the VILLAGE OF LOMBARD, AN ILLINOIS MUNICIPAL CORPORATION ("Releasee") to, and the receipt and sufficiency whereof is hereby acknowledged by, the undersigned FELLOWSHIP REFORMED CHURCH, A RELIGIOUS NOT-FOR-PROFIT ORGANIZATION ("Releasor"), the Releasor, as its duly authorized act, as owner of the property described legally below as Parcel 1, Parcel 2 and Parcel 3 and commonly known as 1420 Meyers Road, Lombard, Illinois 60148, does hereby remise, release, quitclaim, waive, surrender and abrogate in favor of Releasee and its successors and assigns, any and all right, title and interest in and to the easement premises (the "Easement Premises") described legally below, and as created in a Booster Station Easement Agreement, recorded in DuPage County, Illinois on _____, 200____, as Document No. _____, forever.

PARCEL 1:

THE WEST 117.0 FEET OF THE EAST 376.0 FEET OF THE NORTH 233.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THE NORTH 33.00 FEET OF THE WEST 117.00 FEET OF THE EAST 376.00 FEET OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-21-111-003

PARCEL 2:

THE SOUTH 10.0 FEET OF LOT 1 IN HAVENGA'S PLAT OF SURVEY OF THE NORTH 233.0 FEET OF THE EAST 233.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 753858, IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-21-111-005

PARCEL 3:

LOT 1 OF MEYERS ROAD SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 624.27 FEET OF THE EAST 376.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 233.0 FEET THEREOF, ACCORDING TO THE PLAT RECORDED SEPTEMBER 17, 1958 AS DOCUMENT 894969, ALL IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-21-111-006

[The above space for the County Recorder's Office]

My Commission expires on: _____

Notary Public _____

I, the undersigned, being a Notary Public in and for the State and County aforesaid, do hereby state that _____ as _____ of the Fellowship Reformed Church, a religious not-for-profit organization (the "Church"), and _____ as _____ of said Church, and personally known to be the same persons whose names and are subscribed to the foregoing Release & Abrogation, appeared before me this date and acknowledged that they and each of them executed said Release & Abrogation in their respective corporate capacities and that execution thereof was a duly authorized act of said Church, for the uses and purposes therein stated.

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

Its

Its
By: _____

FELLOWSHIP REFORMED CHURCH

Attest By: _____

WITNESS the hand(s) and seal(s) of Releasor this _____ day of _____, 200__.

PN: PART OF 06-21-111-003

THAT PORTION OF THE WEST 117.0 FEET OF THE EAST 376.0 FEET OF THE NORTH 233.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER AND ON THE EAST LINE OF SAID WEST 117.00 FEET OF THE EAST 376.00 FEET; THENCE SOUTHERLY ALONG SAID EAST LINE 98.00 FEET TO A POINT ON A LINE 131.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID PARALLEL LINE 80.00 FEET; THENCE NORTHERLY 98.00 FEET ALONG A LINE PARALLEL WITH SAID EAST LINE OF THE WEST 117.00 FEET TO A POINT ON SAID LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTHWEST QUARTER; THENCE EASTERLY 80.00 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

Easement Premises:

EXHIBIT F
BOOSTER STATION EASEMENT AGREEMENT
Exhibit F will not be attached for recording purposes
as the original will be recorded separately upon execution.

C. The undefined terms herein shall have the same meaning ascribed to such terms as contained in the Annexation Agreement.

B. Grantor is the owner of a tract of land commonly known as 1420 Meyers Roads, situated in the County of DuPage, Village of Lombard, State of Illinois (the "Subject Property") as legally described on EXHIBIT A, attached hereto and made a part hereof.

A. The Parties entered into a certain Annexation Agreement dated _____ (the "Annexation Agreement") for the annexation of certain property to the Village of Lombard and the granting of a Booster Station Easement by the Grantor to the Grantee pursuant to the terms of the Annexation Agreement.

Recitals:

THIS BOOSTER STATION EASEMENT AGREEMENT (the "Easement Agreement") is made as of the _____ day of _____, 20____, by and between the FELLOWSHIP REFORMED CHURCH, a religious not-for-profit organization, whose address is 1420 Meyers Road, Lombard, Illinois (the "Grantor") to the VILLAGE OF LOMBARD, an Illinois Municipal corporation whose address is 255 East Wilson Avenue, Lombard, Illinois 60148-3931 (the "Grantee"). (Grantor and Grantee are sometimes together, the "Parties").

BOOSTER STATION EASEMENT AGREEMENT

THIS INSTRUMENT WAS PREPARED BY and AFTER RECORDING MAIL

TO:

Klein Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606
George A. Wagner, Esq.

(#0049-038 dm)

[The above space for Recorder's Office]

NOW, THEREFORE, IN CONSIDERATION OF the foregoing Recitals and other good and valuable consideration, including, but not limited to, the Purchase Price and the benefits to be derived from the Easement Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Grantee, and the Grantee hereby accepts, an exclusive, perpetual easement and right-of-way for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a facility and related appurtenances for increasing water pressure in the Village's water system (hereinafter the "Booster Station") in, on, upon, over, through, across and under a strip of land on the Subject Property as legally described in **EXHIBIT B-1** and shown on the Plat of Easement, see **EXHIBIT B-2**, attached hereto and by this reference incorporated herein and made a part hereof (the "Permanent Easement Premises").

2. Grantor hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the above-described Permanent Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid Booster Station and activities incidental thereto.

3. The Grantor reserves the right to make any use of the Permanent Easement Premises, whether on, above or below its surface for any lawful purpose except that any use shall not interfere in any manner with the easement and uses by the Village hereby granted and authorized. Grantor agrees not to erect or construct any building or structure, or plant trees within the Permanent Easement Premises.

4. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction of said Booster Station and activities incidental thereto, and after all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.

5. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating said Booster Station and activities incidental thereto, and all other

[THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK.]

12. That the Lender's Consent, attached hereto as EXHIBIT C, is made a part hereof.
 11. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The terms "Grantor" and "Grantee" as used herein shall be deemed to include any and all successors, grantees and assigns of such parties and their respective successors, grantees and assigns.
 10. This Agreement may be modified, amended or annulled only by the written agreement of the parties that is executed and delivered by authorized representatives of the parties.
 9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 8. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Illinois.
 7. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns.
 6. All right, title and interest in said Booster Station shall remain in the Village, and the Village shall have the obligation and the right to maintain and repair the Booster Station.
- matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement are to be at the sole expense of the Village.

IN WITNESS WHEREOF, the Parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute the same on the day and year first above written.

GRANTOR:

FELLOWSHIP REFORMED CHURCH,
a not-for-profit religious organization

By: _____
Name: William J. Mueller
Title: Village President

Attest: _____

By: _____
Name: _____
Title: _____

Accepted by the Village of Lombard, an Illinois
Municipal corporation, this _____ day of
_____, 20_____.

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 _____ and _____

_____, are personally known to me to be the _____ Secretary of _____ and _____

names are subscribed to the foregoing instrument as such _____ and _____

respectively, and that they appeared before me this day in Person and severally acknowledged that as such _____ President and _____

Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Corporation, for the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth, and the said _____ then and there acknowledged that said _____ Secretary as custodian of the corporate seal of said Corporation caused said seal to be affixed to said instrument as said _____ Secretary's own

free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

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

_____, _____ Commission expires _____

Notary Public

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN: 06-21-111-006

LOT 1 OF MEYERS ROAD SUBDIVISION, BEING A SUBDIVISION OF THE NORTH
624.27 FEET OF THE EAST 376.0 FEET OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF
THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 233.0 FEET THEREOF,
ACCORDING TO THE PLAT RECORDED SEPTEMBER 17, 1958 AS DOCUMENT 894969,
ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN: 06-21-111-005

THE SOUTH 10.0 FEET OF LOT 1 IN HAVENGA'S PLAT OF SURVEY OF THE NORTH
233.0 FEET OF THE EAST 233.0 FEET OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS
DOCUMENT 753858, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN: 06-21-111-003

THE WEST 117.0 FEET OF THE EAST 376.0 FEET OF THE NORTH 233.0 FEET OF THE
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP
39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE
COUNTY, ILLINOIS, EXCEPTING THE NORTH 33.00 FEET OF THE WEST 117.00 FEET
OF THE EAST 376.00 FEET OF THE NORTH 233.00 FEET OF THE SOUTHWEST
QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY,
ILLINOIS.

PARCEL 1:

EXHIBIT A
(Legal Description of the Subject Property)

PIN: PART OF 06-21-111-003

BEGINNING AT A POINT ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER AND ON THE EAST LINE OF SAID WEST 117.00 FEET OF THE EAST 376.00 FEET; THENCE SOUTHERLY ALONG SAID EAST LINE 98.00 FEET TO A POINT ON A LINE 131.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID PARALLEL LINE 80.00 FEET; THENCE NORTHERLY 98.00 FEET ALONG A LINE PARALLEL WITH SAID EAST LINE OF THE WEST 117.00 FEET TO A POINT ON SAID LINE BEING 33.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTHWEST QUARTER; THENCE EASTERLY 80.00 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

THAT PORTION OF THE WEST 117.0 FEET OF THE EAST 376.0 FEET OF THE NORTH 233.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

EXHIBIT B-1
(Legal Description of The Permanent Easement Premises)

(Plat of Easement depicting the Booster Station Easement Premises)
SEE PLAT OF EASEMENT RECORDED WITH THE RECORDER OF DEEDS OF
DUPAGE COUNTY ON _____, AS DOCUMENT NUMBER _____

EXHIBIT B-2

EXHIBIT C

CONSENT, JOINER AND SUBORDINATION OF LENDER WITH RESPECT TO THE BOOSTER STATION EASEMENT AGREEMENT ("Joiner")

The undersigned, as lender ("Lender") under that certain first mortgage dated _____, 20____, made by the Grantor hereinbefore named, which first mortgage was recorded on _____ as Document Number _____ in the Recorder of Deeds Office of DuPage County, Illinois (the "First Mortgage"), and the other ancillary documents executed therewith, including but not limited to the promissory note (collectively the "Loan Documents"), for itself and its successors and assigns of its interest under the First Mortgage (i) consents to the execution of the Booster Station Easement Agreement and (ii) agrees that Lender's interest under the First Mortgage and the First Mortgage itself, and other Loan Documents, is subject and subordinate to all of the terms, covenants and provisions of the Booster Station Easement Agreement to which this Joiner is attached.

The undersigned has executed this Joiner as of the _____ day of _____, 2007.

LENDER:

By: _____
Name: _____
Title: _____
Attest: _____
Name: _____
Title: _____

STATE OF _____)
) SS)
COUNTY OF _____)

The undersigned, a Notary Public in and for said County and State aforesaid, DOES HEREBY CERTIFY that _____ and _____ are the _____ and _____ of the _____ whose names are subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notary Seal this _____ day of _____, 2007.

Notary Public

**EXHIBIT G
WATER MAIN EASEMENT AGREEMENT**

**Exhibit G will not be attached for recording purposes
as the original will be recorded separately upon execution.**

NOW, THEREFORE, IN CONSIDERATION of the foregoing, and other good and valuable consideration, including, but not limited to TEN and 00/100 DOLLARS (\$10.00) and the benefits to be derived from the Easement Agreement, the receipt and

C. The undefined terms herein shall have the same meaning ascribed to such terms as contained in the Annexation Agreement.

B. Grantor is the owner of a tract of land commonly known as 1420 Meyers Roads, situated in the County of DuPage, Village of Lombard, State of Illinois (the "Subject Property") as legally described on EXHIBIT A, attached hereto and made a part hereof.

A. The Parties entered into a certain Annexation Agreement dated _____ (the "Annexation Agreement") for the annexation of certain property to the Village of Lombard and the granting of a Water Main Easement by the Grantor to the Grantee pursuant to the terms of the Annexation Agreement.

Recitals:

THIS WATER MAIN EASEMENT (the "Easement Agreement") is made this _____ day of _____, 20____, by and between the FELLOWSHIP REFORMED CHURCH, a religious not-for-profit organization, whose address is 1420 Meyers Road, Lombard, Illinois ("Grantor"), to the VILLAGE OF LOMBARD, an Illinois Municipal corporation, whose address is 255 East Wilson Avenue, Lombard, Illinois 60148-3931 (the "Grantee") (Grantor and Grantee are sometimes together, the "Parties").

WATER MAIN EASEMENT AGREEMENT

[The above space for Recorder's Office]

THIS INSTRUMENT WAS
PREPARED BY and AFTER
RECORDING RETURN TO:
Klein Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606
George A. Wagner, Esq.

(#0049-265 dm)

sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Village of Lombard, DuPage County, Illinois, an Illinois municipal corporation, an exclusive perpetual easement and right-of-way for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate an underground water line together with all fire hydrants, and all facilities incidental thereto (hereinafter the "Water Main"), in, on, upon, over, through, across and under a strip of land on the Subject Property as legally described on EXHIBIT B-1 and shown on the Plat of Easement, see EXHIBIT B-2, attached hereto and by this reference incorporated herein and made a part hereof (the "Permanent Easement Premises").

2. Grantor hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the above-described Permanent Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Easement Agreement and the easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid Water Main and activities incidental thereto.

3. The Grantor reserves the right to make any use of the Permanent Easement Premises, whether on, above or below its surface for any lawful purpose except that any structure or use shall not interfere in any manner with the easement and uses by the Village hereby granted and authorized.

4. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction of said Water Main and activities incidental thereto, and after all subsequent maintenance, alterations and repairs thereto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, repairing and operating.

5. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating said Water Main and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Easement Agreement are to be at the sole expense of the Village.

6. All right, title and interest in said Water Main shall remain in the Village, and the Village shall have the obligation and the right to maintain and repair the Water Main.

7. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the Parties hereto, their heirs, executors, successors, grantees, lessees and assigns.

8. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. This Agreement may be modified, amended or annulled only by the written agreement of the Parties that is executed and delivered by authorized representatives of the Parties.

11. This Agreement embodies the entire understanding of the Parties and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. The terms "Grantor" and "Grantee" as used herein shall be deemed to include any and all successors, grantees and assigns of such Parties and their respective successors, grantees and assigns.

12. That the Lender's Consent, attached hereto as EXHIBIT C, is made a part hereof.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute the same on the day and year first above written.

GRANTOR:

GRANTEE:

FELLOWSHIP REFORMED CHURCH,
a not-for-profit religious organization

VILLAGE OF LOMBARD,
an Illinois municipal corporation

By: _____
Name: William J. Mueller
Title: Village President

Attest: _____

By: _____
Name: Brigitte O'Brien
Title: Village Clerk

Accepted by the Village of Lombard, an Illinois
Municipal corporation, this _____ day of
_____, 20_____.

STATE OF ILLINOIS)
) SS)
) COUNTY OF DUPAGE)

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

GIVEN under my hand and official seal, this _____ day of _____, 20____.
Commission expires _____, 20____.

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 _____ and _____

_____, are personally known to me to be the _____ Secretary of _____ and _____

and also personally known to me to be the same persons _____ whose names are subscribed to the foregoing instrument as such _____ and _____

respectively, and that they appeared before me this day in Person and severally acknowledged that as such _____ President and _____

Secretary they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and the said _____ and deed of said Corporation, for the uses and purposes therein set forth, and the said _____ then and there acknowledged that said _____ Secretary as custodian of the corporate seal of said Corporation _____

caused said seal to be affixed to said instrument as said _____ Secretary's own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, _____ Commission expires _____ Notary Public _____

EXHIBIT A
(Legal Description of the Subject Property)

PARCEL 1:

THE WEST 117.0 FEET OF THE EAST 376.0 FEET OF THE NORTH 233.0 FEET OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THE NORTH 33.00 FEET OF THE WEST 117.00 FEET OF THE EAST 376.00 FEET OF THE NORTH 233.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN: 06-21-111-003

PARCEL 2:

THE SOUTH 10.0 FEET OF LOT 1 IN HAVENGA'S PLAT OF SURVEY OF THE NORTH 233.0 FEET OF THE EAST 233.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 753858, IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN: 06-21-111-005

PARCEL 3:

LOT 1 OF MEYERS ROAD SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 624.27 FEET OF THE EAST 376.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 233.0 FEET THEREOF, ACCORDING TO THE PLAT RECORDED SEPTEMBER 17, 1958 AS DOCUMENT 894969, ALL IN DUPAGE COUNTY, ILLINOIS.

ADDRESS: 1420 SOUTH MEYERS ROAD, LOMBARD, IL
PIN: 06-21-111-006

PN: PART OF 06-21-111-005

THE WEST 47.00 FEET OF THE EAST 80.00 FEET OF THE SOUTH 10.0 FEET OF LOT 1 IN HAVENGA'S PLAT OF SURVEY OF THE NORTH 233.0 FEET OF THE EAST 233.0 FEET OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 753858, IN DUPAGE COUNTY, ILLINOIS

AND

PN: PART OF 06-21-111-006

THE EAST 30.00 FEET OF LOT 1 OF MEYERS ROAD SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 624.27 FEET OF THE EAST 376.0 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 233.0 FEET THEREOF, ACCORDING TO THE PLAT RECORDED SEPTEMBER 17, 1958, AS DOCUMENT NO. 894969, IN DUPAGE COUNTY, ILLINOIS.

(Legal Description of the Permanent Easement Premises)

EXHIBIT B-1

SEE PLAT OF EASEMENT RECORDED WITH THE RECORDER OF DEEDS
OF DUPAGE COUNTY ON _____, AS DOCUMENT
NUMBER _____.

(Plat of Easement depicting the Permanent Easement Premises)

EXHIBIT B-2

**EXHIBIT H
FELLOWSHIP CHURCH SIGN**

WORSHIP
9:30 AM
EDUCATION HOUR
10:45 AM

Fellowship Church
Sharing the
Fellowship
with you
EXPECT GREAT THINGS
FROM GOD - ATTEMPT GREAT
THINGS FOR GOD

EXHIBIT I
TAIWANESE COMMUNITY CHURCH SIGN

EXHIBIT I

