

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

Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
 X Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: October 25, 2005 (BOT) Date: November 3, 2005

TITLE: PC 05-37: 1717 S. Main Street

SUBMITTED BY: Department of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

Your Plan Commission transmits for your consideration a petition requesting the following actions be taken on the subject property:

1. Ordinance Authorizing the Execution of an Annexation Agreement (2/3 of Corporate Authorities Vote Required);
 2. Ordinance Annexing the Property into the Village; and
 3. Ordinance Approving a Map Amendment Rezoning the Property from the R1 Single-Family Residential District to R2 Single-Family Residential District.
- (UNINCORPORATED)

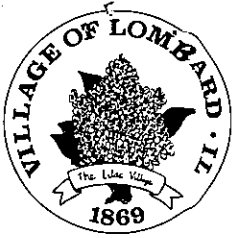
The Plan Commission recommended approval of this petition.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X <u>W. T. Lichter</u>	Date <u>10/26/05</u>

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.



VILLAGE OF LOMBARD

255 E. Wilson Avenue
Lombard, IL 60148-3926
(630) 620-5700 FAX: (630) 620-8222
TDD: (630) 620-5812
www.villageoflombard.org

Village President
William J. Mueller

November 3, 2005

Village Clerk
Brigitte O'Brien

Mr. William J. Mueller,
Village President, and
Board of Trustees
Village of Lombard

Trustees
Greg Alan Gron, Dist. 1
Richard J. Tross, Dist. 2
John "Jack" T. O'Brien, Dist. 3
Steven D. Sebby, Dist. 4
Kenneth M. Florey, Dist. 5
Rick Soderstrom, Dist. 6

Subject: PC 05-37: 1717 S. Main Street

Dear President and Trustees:

Village Manager
William T. Lichter

Your Plan Commission transmits for your consideration its recommendation regarding the above-referenced petition. Associated with a proposed annexation, the Village of Lombard is initiating a petition for the Corporate Authorities to approve a map amendment to rezone the property from the R1 Single-Family Residence District to the R2 Single-Family Residence District.

After due notice and as required by law, the Plan Commission conducted a public hearing for this petition on October 17, 2005.

"Our shared *Vision* for Lombard is a community of excellence exemplified by its government working together with residents and business to create a distinctive sense of spirit and an outstanding quality of life."

William Heniff, Senior Planner, presented the petition on behalf of the Village of Lombard. He referenced the Inter-Departmental Review Committee (IDRC) Report, which is being submitted to the public record in its entirety. He noted that the subject property is bounded on all sides by property in the Village. Associated with the annexation of the subject property, the Plan Commission is being asked to consider the appropriateness of rezoning the subject property from the R1 Single-Family Residence District to the R2 Single-Family Residence District.

"The *Mission* of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."

Referencing the IDRC Report, there were no comments from Public Works Engineering, Private Engineering, the Fire Department/Bureau of Inspectional Services or Public Works Utilities.

Mr. Heniff then referenced the standards for Map Amendments. The subject property is an existing single-family residence surrounded by other single-family homes and those properties are all zoned R2. He also noted that the Comprehensive Plan calls for this area to be developed as Estate Residential (four units per acre). The property has a lot width of 120 feet, so the property could be resubdivided into two lots of record by right should this petition be approved.

Mr. Heniff concluded by stating that staff recommends approval of the petition.

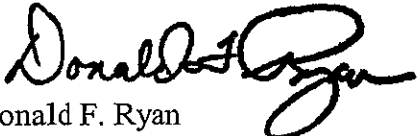
Chairperson Ryan opened the public hearing for discussion and questions by the Plan Commission. There were no comments by the Commissioners.

Commissioner Flint made a motion for approval of the petition, which was seconded by Commissioner Burke.

After due consideration of the petition and the testimony presented, the Plan Commission found that the petition complies with the standards required by the Lombard Zoning Ordinance. Therefore, the Plan Commission, by a roll call vote of 4-0, recommended to the Corporate Authorities **approval** of the petition associated with PC 05-37.

Respectfully,

VILLAGE OF LOMBARD



Donald F. Ryan
Lombard Plan Commission

att-

c. Petitioner
Lombard Plan Commission

VILLAGE OF LOMBARD
INTER-DEPARTMENTAL REVIEW GROUP REPORT

TO: Lombard Plan Commission

HEARING DATE: October 17, 2005

FROM: Department of
Community Development

PREPARED BY: Jennifer Backensto, AICP
Planner I

TITLE

PC 05-37; 1717 S. Main Street: Associated with an involuntary annexation to the Village, the Village requests approval of a map amendment rezoning subject properties from the R1 Single-Family Residential District to R2 Single-Family Residential District.

GENERAL INFORMATION

Petitioner: Village of Lombard

PROPERTY INFORMATION

Existing Land Use: Single-family residence

Size of Property: 15,840 sq. ft.

Comprehensive Plan: Recommends Estate Residential

Existing Zoning: DuPage County R-4 Single-Family Residence District

Surrounding Zoning and Land Use:

North: R2 Single Family Residence District – single-family homes

South: R2 Single Family Residence District – single-family homes

East: R2 PD Single Family Residence District Planned Development – currently under construction as the Yorkshire Woods single-family subdivision

West: R2 Single Family Residence District – single-family homes

ANALYSIS

SUBMITTALS

This report is based on the following documents:

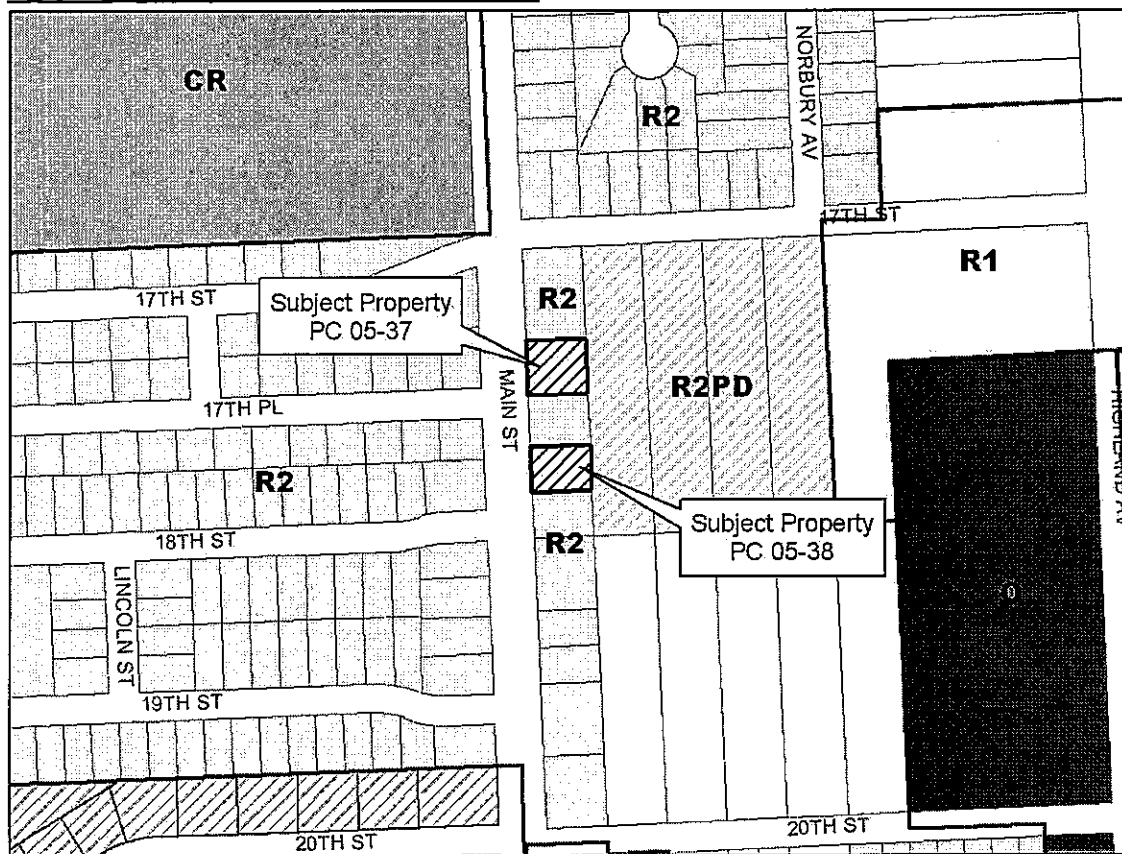
1. Plat of Annexation, prepared by Glen D. Krisch Land Surveyor, Inc., dated April 14, 2005.

DESCRIPTION

The subject property is currently within unincorporated DuPage County. At the time of this writing, the involuntary annexation of this property is scheduled to be considered as part of a public hearing at the November 3, 2005 Board of Trustees meeting. However, the property owners are now considering an annexation agreement.

Regardless of whether the annexation is voluntary or involuntary, in this petition the Plan Commission is being asked to consider the appropriateness of rezoning the subject property from the R1 Single-Family Residence District to the R2 Single-Family Residence District.

Subject Property and Surrounding Zoning



INTER-DEPARTMENTAL REVIEW COMMENTS

Fire and Building

The Fire Department/Bureau of Inspectional Services has no comments at this time.

Engineering – Public Works

The Public Works Engineering Division has no comments.

Engineering – Private Engineering

The Private Engineering Services Division has no comments on this petition.

Utilities

The Utilities Division of the Department of Public Works has no comments.

Planning

Staff finds that the proposed rezoning meets the Standards for Map Amendments as set forth in the Zoning Ordinance:

- 1) *Compatibility with existing uses of property within the general area of the property in question;* The subject property is an existing single-family residence surrounded by other single-family homes.
- 2) *Compatibility with the zoning classification of property within the general area of the property in question;* All of the surrounding properties are within the R2 District.
- 3) *The suitability of the property in question to the uses permitted under the existing zoning classification;* The subject property is a single-family residence, which is permitted within the R1 District.
- 4) *Consistency with the trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification;* The properties to the north and east were annexed into the Village and rezoned to from the R1 District to the R2 District earlier this year (Yorkshire Woods Subdivision and 1703 S. Main Street).
- 5) *The compatibility of the surrounding property with the permitted uses listed in the proposed zoning classification;* The surrounding properties are single-family residences, which are permitted within the R2 District.
- 6) *The objectives of the current Comprehensive Plan for the Village of Lombard and the impact of the proposed amendment on the said objectives;* The Comprehensive Plan calls for this area to be developed as Estate Residential (four units per acre). The property presently has a

density of 2.75 units per acre. Rezoning the property to R2 would permit the property to be subdivided into two single-family lots, which would be equivalent to 5.5 units per acre.

- 7) *The suitability of the property in question for permitted uses listed in the proposed zoning classification.* The subject property is a single-family residence, which is permitted within the R2 District.

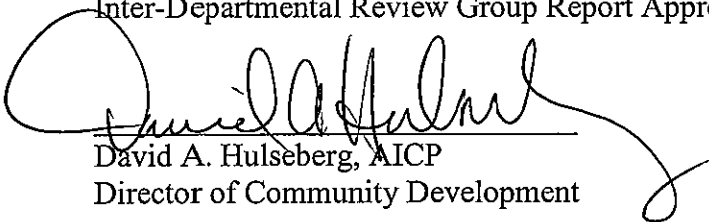
FINDINGS AND RECOMMENDATIONS

Based on the above findings, the Inter-Departmental Review Committee recommends that the Plan Commission make the following motion recommending **approval** of this petition:

Based on the submitted petition and the testimony presented, the requested relief complies with the standards required by the Lombard Zoning Ordinance; and,

Therefore, I move that the Plan Commission accept the findings and recommendations of the Inter-Departmental Report as the findings of the Plan Commission and I recommend to the Corporate Authorities **approval** of PC 05-37.

Inter-Departmental Review Group Report Approved By:

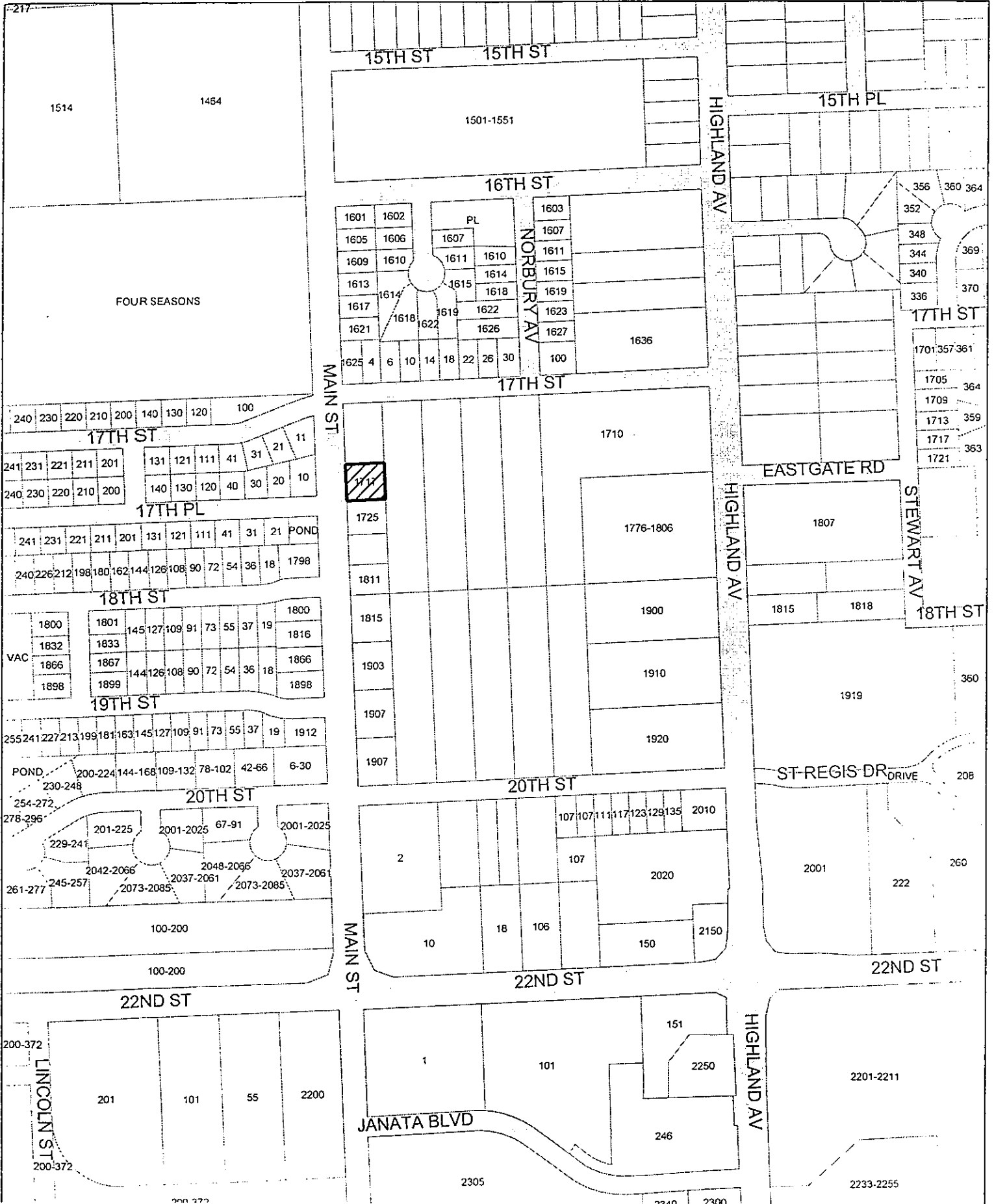
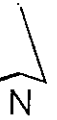


David A. Hulseberg, AICP
Director of Community Development

DAH:JB:jd

Location Map

PC 05-37: 1717 S. Main Street



ORDINANCE _____

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

(PC 05-37: 1717 South Main Street)

See also Ordinance No.(s)_____)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the properties located at 1717 South Main Street, Lombard, Illinois to be entered into; and,

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

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

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on November 3, 2005.

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

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

SECTION 2: This ordinance is limited and restricted to the property generally located at 1717 South Main Street, Lombard, Illinois containing 0.36 acres more or less and legally described as follows:

THE SOUTH 120.0 FEET OF THE NORTH 320.0 FEET OF TRACT 30 IN
FREDERICK H. BARTLETT'S HILLSDALE FARMS, A SUBDIVISION OF THE
WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST
50.0 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION
19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1941
AS DOCUMENT 422592 IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Numbers: 06-20-301-002

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

Passed on first reading this ____ day of _____, 2005.

First reading waived by action of the Board of Trustees this ____ day of _____, 2005.

Passed on second reading this ____ day of _____, 2005.

Ayes: _____

Nayes: _____

Absent: _____

Approved this _____, day of _____, 2005.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

Published by me in pamphlet form this ____ day of _____, 2005.

Brigitte O'Brien, Village Clerk

Space above reserved for Recorder's use

**ANNEXATION AGREEMENT DATED _____ FOR
_____, LOMBARD, IL**

Parcel No.: 06-20-301-002

Common Address: 1717 South Main Street

AFTER RECORDING RETURN TO:

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

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2005, by and between the Village of Lombard, a municipal corporation ("Village"); and _____ (hereinafter collectively referred to as "Owner");

WITNESSETH:

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

WHEREAS, Owner is desirous of annexing the entirety of the Subject Property to the Village; and

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

WHEREAS, the Village desires to annex and the Owner desires to have the Subject Property annexed to the Village, and each of the parties desires to obtain assurances from the other as to certain provisions of the zoning and other ordinances of the Village for the Subject Property when the same has been annexed and to other matters covered by this Agreement for a period of twenty (20) years from and after the execution of this Agreement; and

WHEREAS, the Subject Property consists of approximately 0.36 acres of land and there are ____ electors residing thereon; and

WHEREAS, all owner(s) of record of the Subject Property and at least 51% of the electors residing thereon has/have signed a Petition for Annexation of the Subject Property to the Village, which Petition is hereinafter referred to as the "Annexation Petition"; and

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

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

WHEREAS, a public hearing was held on _____, 2005, for the purpose of considering whether the Subject Property should be rezoned, upon its annexation, from the R1 Single Family Residence District to the R2 Single Family District under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code, hereinafter referred to as the "Zoning Ordinance"), and the Plan Commission has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") its findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing on this Annexation Agreement ("Agreement") has been held by the Corporate Authorities on the _____ day of _____ 2005; and

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

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Agreement, in order to make the same effective, have been held or taken, including all hearings and actions required in connection with amendments to, variations from and classifications under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code - hereinafter referred to as the "Zoning Ordinance") and the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code - hereinafter referred to as the "Subdivision Ordinance"), such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

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

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

WHEREAS, the Corporate Authorities of the Village have examined the proposed uses and have determined that said uses and the development of the Subject Property in accordance with this Agreement comply with the Comprehensive Plan of the Village; and

WHEREAS, the Plan Commission has recommended that certain variances or exceptions be granted from the Subdivision and Development Ordinance and/or Zoning Ordinance in accordance with the terms of this Agreement; and

WHEREAS, Owner desires to have the Subject Property rezoned to the R2 Single Family Residence District under the Zoning Ordinance.

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

1. **Incorporation of Recitals:** The Village 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 after the execution of this Agreement. The parties shall cause such annexation to be effected pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes.

4. **Zoning:** Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and

classify the entire Subject Property from the R1 Single Family Residence District to the R2 Single Family Residence District under the Zoning Ordinance.

5. Connection to Water Services: The Village agrees that the Owner shall not be required to connect to Village watermain until such time as one of the following events occurs:

- A. The well on the Subject Property fails;
- B. The ownership of the Subject Property changes; or
- C. The Subject Property is subdivided into more than one buildable lot of record.
- D. Termination of the Agreement

Upon occurrence of said event, the Owner shall connect the Subject Property to the Village's watermain within ninety (90) days after receiving a notice from the Village to do so.

6. Connection to Sanitary Sewer: The Village agrees that the Owner shall not be required to connect to Village sanitary sewer until such time as one of the following events occurs:

- A. The septic system on the Subject Property fails;
- B. The ownership of the Subject Property changes; or
- C. The Subject Property is subdivided into more than one buildable lot of record.
- D. Termination of the Agreement.

Upon occurrence of said event, the Owner shall connect the Subject Property to the Village's sanitary sewer within ninety (90) days after receiving a notice from the Village to do so.

7. Utility Connection Fees: The Owner agrees to pay the following fees to the Village for utility connections to the Subject Property at such time as the Owner desires to connect to Village utilities or one of the events listed in Section 5 or Section 6 (above) occurs:

- A. Sanitary Sewer connection fee in the amount of one-half (1/2) the amount stated in Section 50.100 (A) of the Village Code (Water and Sewer Connection Charges), to be paid upon connection to the Village sanitary sewer system.
- B. Water connection fee in the amount of one-half (1/2) the amount stated in Section 50.100 (A) of the Village Code (Water and Sewer Connection Charges), to be paid upon connection to the Village water system.

In addition to these fees, the Owner agrees to pay all applicable permit (including, but not limited to building permit) fees as required by Village code at the time of application for the respective permits. Owner further agrees that the connection charges required by this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the Subject Property.

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

9. **Annexation to Lombard Park District:** The Village agrees that the Owner is not obligated to petition the Lombard Park District to have the Subject Property annexed to the Lombard Park District upon its annexation to the Village. In the event of the total demolition of the existing improvements located on the property and the redevelopment of the property for the same or different use, the Owner shall petition the Lombard Park District to have the Subject Property annexed to the Lombard Park District at that time.

10. **General Provisions:**

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

(1) If to the Village or
Corporate Authorities:

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

With a copy to:

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

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

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

- (2) If to Owner:

With a copy to:

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

B. Continuity of Obligations:

(1) This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, grantees, lessees, and upon any successor municipal authorities of the Village and successor municipalities. Upon the conveyance of any of Owner's interest in any portion of the Subject Property or its rights and obligations under this Agreement to a third party ("Transferee"), the rights and obligations of Owner pertaining to such portion of the Subject Property or rights and obligations hereunder, shall be deemed assigned to and assumed by such Transferee, and Owner shall thereupon be released and discharged by the Village from any further obligation pertaining to such identified rights and duties. Subject to the provisions of subsection 3 of this Section 10B, the Transferee shall thereupon be entitled to exercise all rights and authorities and shall perform all duties and obligations of Owner pertaining to such portion of the Subject Property.

(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 Transferees to all or any portion of the Subject Property. Such written notice shall include identification of the name(s) of such Transferee(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 section 10B.

(3) Upon the condition that the requirements of this section 10B have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner's Transferees, 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 section 10B have not been met, this Agreement shall be binding upon, but shall not inure to the

benefit of Owner's Transferees until such time as Owner has given the Village the notice required by this section 10B.

- C. Court Contest: In the event the annexation of the Subject Property, the classification of the Subject Property for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period provided in section 10R below.
- D. Remedies: The Village and Owner, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to any party to such default, the party seeking to enforce said provision shall have the right of specific performance and if said party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.
- E. 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.
- F. Survival of Representations: Each of the parties agrees that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.
- G. 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.

H. 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 Owner and/or the Village, which relate to the terms of this Agreement, then, in that event, 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 the Village, 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 President of Village and notice of the amount due, for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

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

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

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

- J. 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.

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

- L. Authorization to Execute: The officers of Owner executing this Agreement warrant that they have been lawfully authorized by Owner's Board of Directors to execute this Agreement on behalf of said Owner. The President and Deputy Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and Village shall deliver to each other upon request copies of all bylaws, joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

- M. 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.

- N. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

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

- P. 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.

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

- R. 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.

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

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

VILLAGE:

VILLAGE OF LOMBARD, an Illinois
municipal corporation

ATTEST:

By: _____
President

Village Clerk

DATED: _____

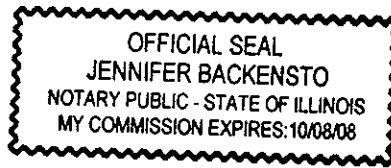
OWNER:

By: Cathy Fosco
Name: CATHY FOSCO
Title: Owner

ATTEST:

By: [Signature]
Name: Michael Fosco
Title: Owner

Title: _____
DATED: _____



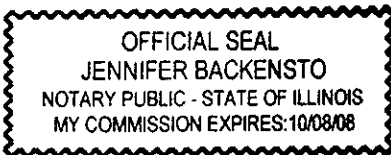
STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that CATHY FOSCO & MICHAEL FOSCO

_____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument, as his/her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 24th day of OCTOBER, 2005.

My commission expires OCTOBER 8, 2008.



J. Backensto
Notary Public

SCHEDULE OF EXHIBITS

EXHIBIT A:

Legal Description of Subject Property

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

The South 120.0 feet of the North 320.0 feet of Tract 30 in Frederick H. Bartlett's Hillsdale Farms, a subdivision of the West Half of the Southwest Quarter of Section 20 and the East 50.0 feet of the East Half of the Southeast Quarter of Section 19, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded April 22, 1941 as Document 422592 in DuPage County, Illinois.

ORDINANCE _____

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

(PC 05-37: 1717 S. Main Street)

(See also Ordinance No.(s) _____)

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

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

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

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

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

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

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located at 1717 S. Main Street, Lombard, Illinois containing 0.36 acres more or less and legally described as follows:

THE SOUTH 120.0 FEET OF THE NORTH 320.0 FEET OF TRACT 30 IN
FREDERICK H. BARTLETT'S HILLSDALE FARMS, A SUBDIVISION OF
THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND
THE EAST 50.0 FEET OF THE EAST HALF OF THE SOUTHEAST
QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED APRIL 22, 1941 AS DOCUMENT 422592 IN
DUPAGE COUNTY, ILLINOIS.

Parcel Index Numbers: 06-20-301-002

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

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

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

Passed on first reading this _____ day of _____, 2005.

First reading waived by action of the Board of Trustees this _____ day of _____,
2005.

Passed on second reading this _____ day of _____, 2005.

Ayes: _____

Nayes: _____

Absent: _____

Ordinance No. _____
Re: PC 05-37 Annexation
Page 3

Approved this ____ day of _____, 2005.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

Published by me in pamphlet form this ____ day of _____, 2005.

Brigitte O'Brien, Village Clerk

ORDINANCE _____

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

(PC 05-37: 1717 S. Main Street)

(See also Ordinance No.(s) _____)

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

WHEREAS, an application has heretofore been filed requesting a map amendment for the purpose of rezoning the property described in Section 2 hereto from the R1 Single-Family Residence District to R2 Single-Family District; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on October 17, 2005 pursuant to appropriate and legal notice; and,

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

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

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

SECTION 1: That Title XV, Chapter 155 of the Code of Lombard, Illinois, otherwise known as the Lombard Zoning Ordinance, be and is hereby amended so as to

Ordinance No. _____
Re: PC 05-37 Map Amendment
Page 2

rezone the property described in Section 2 hereof from the R1 Single-Family Residence District to the R2 Single-Family Residence District.

SECTION 2: This ordinance is limited and restricted to the property generally located at 1717 S. Main Street, Lombard, Illinois and legally described as follows:

THE SOUTH 120.0 FEET OF THE NORTH 320.0 FEET OF TRACT 30 IN
FREDERICK H. BARTLETT'S HILLSDALE FARMS, A SUBDIVISION OF
THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND
THE EAST 50.0 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER
OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
APRIL 22, 1941 AS DOCUMENT 422592 IN DUPAGE COUNTY, ILLINOIS.

Parcel Index Number: 06-20-301-002

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

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

Passed on first reading this _____ day of _____, 2005.

First reading waived by action of the Board of Trustees this _____ day of _____, 2005.

Passed on second reading this _____ day of _____, 2005.

Ayes: _____

Nayes: _____

Absent: _____

Ordinance No. _____
Re: PC 05-37 Map Amendment
Page 3

Approved this _____ day of _____, 2005.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk