

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
JAN. 29, 2008 3:40 PM
OTHER 06-20-202-024
033 PAGES R2008-015427

ORDINANCE 6136

**AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT**

PIN: 06-20-202-024

ADDRESS: 19W070 16TH Street, Lombard, Illinois

Return To:

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

ORDINANCE 6136

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

(PC 07-38: 19W070 16th Street (Montini High School))

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property generally located at 19W070 16th Street, in unincorporated DuPage County, 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 December 6, 2007.

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 19W070 16th Street in unincorporated DuPage County, Illinois containing 21.1 acres more or less and legally described as follows:

The south half of the southeast quarter of the northeast quarter of Section 20, Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois

Parcel Number: 06-20-202-024

Ordinance No.6136
Re: PC 07-38
Page 2

SECTION 3: 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 6th day of December, 2007.

Passed on second reading this 6th day of December, 2007, pursuant to a roll call vote as follows:

Ayes: Trustees Gron, Tross, O'Brien, Moreau, Fitzpatrick and Soderstrom, President Mueller

Nays: None

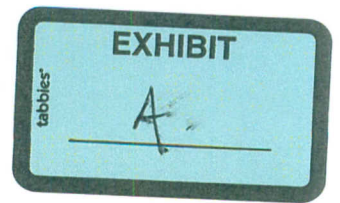
Absent: None

Approved by me this 6th day of December, 2007.


William J. Mueller, Village President

ATTEST:


Brigitte O'Brien, Village Clerk



THIS DOCUMENT PREPARED BY:
Michael J. Devine
Deutsch, Levy & Engel, Chartered,
225 W. Washington St., Ste. 1700
Chicago, IL 60606

AFTER RECORDING RETURN TO:

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

(for Recorder's use only)

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 6th day of December 2007, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village") and Montini Catholic High School, an Illinois not-for-profit corporation (hereinafter referred to as "Owner")

WITNESSETH:

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

WHEREAS, the Subject Property is not yet adjacent and contiguous to the existing corporate boundaries of the Village; and

WHEREAS, the Subject Property, as improved, is currently operated by and on behalf of the Christian Brothers as a parochial high school; and

WHEREAS, the Village desires to annex and the Owner desires to have the Subject Property annexed to the Village as soon as reasonably practicable following the establishment of contiguity between the corporate boundaries of the Village and the Subject Property, 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; and

WHEREAS, the Subject Property is an approximately 21.1 acre parcel of land and there are no electors residing thereon; and

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

WHEREAS, all subsequent owners of record of the Subject Property and all electors hereafter residing on the Subject Property shall be bound by the Annexation Petition and shall execute and submit an updated version of the Annexation Petition immediately preceding the annexation of the Subject Property to the Village as provided for in this Agreement; 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 November 19, 2007 for the purpose of considering whether the Subject Property should be granted a conditional use for a planned development with companion conditional uses for an educational institution (high school) and its related accessory buildings and structures, upon its annexation, under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code-hereinafter the "Zoning Ordinance") as herein provided, 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 ("Agreement") has been held

by the Corporate Authorities on the 6th day of December, 2007; and

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

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

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

WHEREAS, the inclusion of the Subject Property in the Village 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 current and planned uses of the 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 Plan Commission has recommended that certain conditional uses and variations be granted from the Zoning Ordinance in accordance with the terms of this Agreement.

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 as developed and as currently improved and operated as a private high school conforms to the terms of this Agreement and the high school building conforms to all applicable Village zoning ordinances and laws, and that following the annexation of the Subject Property to the Village, the expansion and renovation of the high school building may proceed in accordance with the terms of this Agreement and the exhibits attached hereto.

3. **Annexation:**

A.. 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 reasonably 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 and the establishment of contiguity between the corporate boundaries of the Village and the Subject Property. 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.

B. If the Subject Property is annexed while Phase I (as depicted in EXHIBIT B), is under construction or after completion of the Phase I improvements, the Village agrees to recognize the permit approval by DuPage County as a valid permit for construction in the Village and will also recognize any nonconformities created as a result of the annexation as legal nonconforming.

4. **Zoning:** Pursuant to Section 155.403 of the Zoning Ordinance, upon annexation of the Subject Property to the Village as set forth herein and except as provided in Section 13,, the subject property shall automatically be classified within the R0 Single Family Residence District. Additionally, the Corporate Authorities shall, without further public hearings, immediately grant approval of the following zoning actions:

- A. Grant a conditional use for a planned development for the existing campus which would establish a master campus plan;
- B. Grant a conditional use for an educational institution (high school) and its related educational, social, athletic, theatrical and other attendant uses;
- C. Grant approval of a conditional use for the accessory uses and buildings located on the Subject Property; and
- D. Grant a deviation from Section 155.210(A)(3) of the Zoning Ordinance to provide for future light poles for the existing ball fields.

5. **Site Plan Approval:** The current use and operation of the Subject Property is hereby approved. Future development of the Subject Property in accordance with the Site Plan appended hereto as Exhibit "B" is further approved (the "Site Plan"), which Site Plan is hereby incorporated by reference and is hereby approved by the Village. In addition, the Village recognizes that the existing parking lot area on the Subject Property does not conform to the Village's Code requirements pertaining to parking lot landscaping. The Village further recognizes the parking lot as a legal nonconforming structure and the parking lot may remain as such, subject to the provisions of Section 155.300 et. seq. of the Zoning Ordinance (Nonconforming Uses and Structures).

Except as otherwise specifically provided herein, said Site Plan is hereby approved as the site plan for the existing condition and any further development of the Subject Property therein reflected, if and when same is undertaken by the Owner at its sole election. Further development of the Subject Property shall be in substantial compliance with the Site Plan as same shall be approved by the Village (with any modification thereto).

In the event final plans for any portion of the Subject Property for the County Development, or for the development within the Village following annexation, incorporate modifications to the Site Plan which do not substantially comply with the Site Plan as approved herein, such modifications to the Site Plan shall be reviewed by the Village Plan Commission and if approved by the Plan Commission such approval shall be final and no further review by the corporate authorities of the Village shall be required. In the event the Plan Commission disapproves all or any of such requested modifications to the Site Plan, Owner may elect to submit such modified Site Plan to the Village Board for further review and vote, in which event the Plan Commission decision shall constitute its recommendation to the Corporate Authorities and the Corporate Authorities shall have final authority in approving or denying such requested modifications. In the event such modification to the Site Plan requires a major change to the approved planned development, a conditional use, or a variation under the provisions of the the Village Code, such modified Site Plan shall require review and approval by the Corporate Authorities in addition to the aforesaid review by the Plan Commission.

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

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

B. That the Village system has sufficient line and service capacity to provide and will at Owner's request and election provide potable water to the Subject Property, such service to be substantially the same as provided to the other areas in the Village being provided with water by the Village.

It is acknowledged that Owner currently receives its potable water supply from its own private well(s) (hereinafter referred to as the "Montini Well") and that pursuant to an agreement between Owner and the Highland Hills Sanitary District (hereinafter referred to as the "HHSD")

HHSD has erected a “Montini Water Line Loop” around the perimeter of a portion of the high school building on the Subject Property and has agreed to provide water supply thereto. Owner may at its option continue to receive public water service from HHSD upon and after annexation.

Notwithstanding any provision of the Village Code to the contrary, it is acknowledged by the Village that Owner may, at its sole election, hereafter continue to receive its water supply, in whole or in part, from the Montini Well during the life of this Agreement for so long as Owner is the record owner of the Subject Property and the use of the Subject Property is for an educational institution. However, in the event that significant health reasons exist or become present, as determined by the DuPage County Health Department, that renders the water supply inadequate to supply safe water to the Subject Property, this provision shall not apply, unless corrective measures are taken.

Owner may, at its sole option exercised by written notice to the Village, choose to convert its water supply, in whole or in part, to the Village’s water distribution system. Without limiting the generality of the foregoing, Owner may, for example and not by limitation, choose to use the Montini Well or the HHSD water supply to irrigate athletic fields, to cool the Owner’s power plant and/or to provide water through the Montini Water Line Loop, but not for potable water purposes, and obtain potable water from the Village water distribution system. If and when Owner elects to obtain potable water from the Village’s water distribution system, Village connection fees shall be reduced to fifty percent (50%) of the then generally applicable connection fee as provided for in the Village Code, and Owner shall thereafter be provided water through the Village’s water distribution system at the in-Village rate charged from time to time by the Village therefor.

Prior to obtaining water from the Village’s water distribution system, the Village, at its sole cost and expense shall install water main extensions in accordance with the Village’s Subdivision and Development Ordinance (Chapter 154 of the Village Code – hereinafter the “Subdivision

Ordinance”). Owner shall grant or dedicate all easements reasonably required by the Village for the construction of the necessary water main extensions serving the Subject Property.

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

A. That the Subject Property is located within the Facilities Planning Area (FPA) of the Highland Hills Sanitary District (hereinafter referred to as the “District”) and is currently connected to and is served by a sanitary sewer service system provided by the District. Owner, at its sole cost and expense, shall install and/or maintain sanitary sewer service to the Subject Property in accordance with the lawful regulations of the District, the Village’s Subdivision Ordinance, or as modified by any final engineering plans hereafter approved by the Village and/or the District for any future improvements to the Subject Property . Owner shall grant or dedicate all easements reasonably required by the District or the Village for the construction of the necessary sanitary sewers serving the Subject Property. Owner further agrees to pay the District for any future tap-on, connection, and service fees imposed upon the Subject Property by the District.

8. **Pre-Annexation Water Service**: At any time following the effective date of this Agreement, and prior to the annexation of the Subject Property to the Village, upon the payment by Owner to the Village of fifty percent (50%) of the then applicable water connection fees under the applicable provisions of the Village Code, the Village will allow Owner to connect to the Subject Property to the Village's water distribution system. Upon such connection being made, the Village, subject to all rules, regulations and ordinances of the Village, shall supply water to the Subject Property at in-Village rates to such capacity and in such amounts as will adequately service the Subject Property for its intended uses as permitted under this Agreement, provided, however, that Owner will pay, promptly upon request by the Village, all rates, fees and charges for such service

and supply in effect for in-Village service and supply at the time of such connection or which may be thereafter, from time to time, imposed by the Village on a uniform basis throughout the Village.

9. **Storm Drainage Facilities:** The Village recognizes DuPage County issued permits for existing storm drainage facilities for existing buildings and structures located on the Subject Property. Future on-site storm drainage lines and structures (hereinafter referred to as "Drainage Facilities") and storm water retention and/or detention areas (hereinafter referred to as "Detention/Retention Areas") shall be designed and constructed to be sufficient to service the Subject Property in accordance with this Agreement. Any Drainage Facilities not conveyed to the Village and all of the Detention/Retention Areas shall be maintained by the Owner, or any successor in interest to the Owner. Following annexation of the Subject Property to the Village, a declaration of covenants and restrictions and/or an easement and operating agreement (hereinafter referred to as the "Declaration") shall be recorded against the Subject Property, which Declaration shall require Owner to provide for the care and maintenance of the private Drainage Facilities and the Detention/Retention Areas serving the Subject Property, and shall also provide for the right, but not the obligation or duty, of the Village to enter upon the Subject Property to maintain, repair and/or replace any private Drainage Facility and/or Detention/Retention Areas if the same is not maintained by Owners so that they remain fully operational. If the Village takes, in its sole discretion, any such action, the Declaration shall provide that the Owner shall immediately upon written demand reimburse the Village for all expenses incurred by the Village, and, if not promptly paid, the Declaration shall provide the Village with the right to record a lien for any such unpaid expenses against the Subject Property and to foreclose on any such lien. The portion of the Declaration pertaining to the foregoing items shall be in accordance with the requirements of the Subdivision Ordinance and subject to the review and approval of the Village Attorney, which approval shall not be unreasonably withheld, prior to the recordation thereof.

As part of any application for additional site improvements or construction of new buildings and structures on the Subject Property, Owner shall provide requisite engineering data demonstrating compliance with the provisions of Village Code and well as the DuPage County Stormwater and Floodplain Ordinance.

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

11. Contributions: Owner shall have no obligation to make any contribution, in cash or in land, to any school district, park district or library district provided the Subject Property is operated and/or further developed in substantial conformity with this Agreement or pursuant to such other non-residential development plans as may from time to time be approved by the Village. The foregoing provision shall not eliminate or reduce Owner's obligation to pay other fees and charges applicable to the Subject Property pursuant to Village ordinances.

12. Variations and Exceptions from Local Codes: The specific variations and exceptions from the Village's ordinances, rules, and codes as set forth in EXHIBIT C attached hereto and made a part hereof have been requested, approved and shall be permitted with respect to the development, construction, and use of the Subject Property (hereinafter referred to as

the "Permitted Conditional Uses, Variations and Deviations") upon annexation of the Subject Property to the Village.

13. **Cessation of the School Use:** If in the event that the Owner discontinues the use of the Subject Property as an educational institution and intends to convert the Subject Property to a single family residential use, the Village agrees to hold any necessary public hearings and grant a map amendment rezoning the Subject Property from the R0 Single Family Residence District to the R2 Single Family Residence District to provide for a single family residential subdivision with 9,000 square foot median lot sizes. Subject to the terms of this Agreement, the regulations set forth within Village's R-0 zoning district classification, and all other applicable provisions of Village Code shall apply to any non-residential use.

14. **Fire District:**

The Village recognizes that the Subject Property is currently within the limits of the York Center Fire Protection District (hereinafter referred to as the "YCFPD"). Upon annexation of the Subject Property into the corporate limits of the Village, Owner and Village agree to allow the Subject Property to remain within the limits of the YCFPD, if such connection is desired by the YCFPD to maintain contiguity with other properties served by the YCFPD. In the event that the Subject Property is not required to be within the corporate limits of the YCFPD to create contiguity with other properties served by the YCFPD, upon a written request by the Village, the Subject Property shall, after its annexation to the Village, be disconnected from the YCFPD, by operation of law in accordance with 70 ILCS 705/20. Owner shall be responsible for the disconnection and shall reimburse the Village for any funds expended by the Village in relation to said disconnection, including, but not limited to any payments required by 70 ILCS 705/20(e),

and any legal fees and litigation costs, relative thereto. The Village shall provide notice to the YCFPD in the manner required by law.

15. Fire Sprinkler Improvements: It is agreed by and between the Owner and the Village that the interior of the existing school building on the Subject Property shall have sprinklerization as a fire prevention measure by a date which is ten (10) years after the effective date of the annexation of the Subject Property to the Village. This Agreement does not preclude the Owner from installing approved automatic fire sprinkler system improvements within any buildings on the Subject Property prior to the expiration of the ten (10) year period, provided that such work shall be approved by the applicable governmental permitting authority. The ten (10) year compliance period, noted above, shall not apply to the construction of any new building additions or new buildings that are required to be protected by an approved automatic fire sprinkler system, pursuant to the building codes applicable thereto.

16. 16th Street Right of Way Dedication: Upon annexation of the Subject Property and upon a written request by the Village, Owner shall provide for the dedication of the southern forty feet (40') of the Subject Property (i.e., measured from the center line of 16th Street) for public right-of-way purposes. Any nonconformities to the subject Property created by such dedication shall be considered as a legal nonconforming structure. Furthermore, the Village represents that Owner shall not be required to improve 16th Street as part of this dedication, unless required by Chapter 154 of the Village Code.

17. General Provisions:

A. Notices: Notice or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be

delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid,
addressed as follows:

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

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

With a copy to:

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

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

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

- (2) If to the Owner:

Montini Catholic High School
19 W 070 Sixteenth Street
Lombard, IL 60148-4797
Attention: James Segredo, President

With a copy to:

Deutsch, Levy & Engel, Chartered
225 West Washington Street
Suite 1700
Chicago, IL 60606
Attention: Michael J. Devine

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) Upon the condition that the requirements of this subsection 17B have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner's successors in any manner in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality. In the event that the requirements of this subsection have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner's successors in any manner in title until such time as Owner has given the Village the notice required by this subsection.

(2) Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Owner in accordance with subsection 17B(1) above, the Owner shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner from any or all of such obligations.

(3) Except as otherwise provided in this subsection 17B, all the terms and conditions of this Agreement shall constitute covenants running with the land.

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) years period mentioned in subsection T 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. **Dedication of Public Lands:** Except as provided in Sections 10 and 16 above, in no event, including (without limitation) the exercise of the authority granted in Section 5/11-12-8 of Division 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, shall the Village or Corporate Authorities require that any part of the Subject Property be designated for public purposes.

F. **Reserved:**

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.

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 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.

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.

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

L. Village Approval or Direction: Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

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

N. Authorization to Execute: The officers of Owner executing this Agreement warrant that they have been lawfully authorized by Owner Boards of Directors to execute this Agreement on behalf of said Owner. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and 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.

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

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

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.

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 first above written.

[SIGNATURE PAGES TO FOLLOW]


VILLAGE OF LOMBARD

ATTEST:

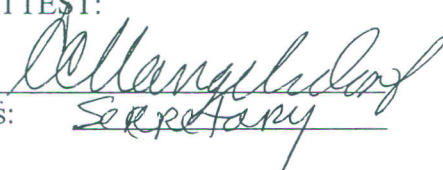
Barbara A. Johnson
Village Clerk

DATED: 12/10/07

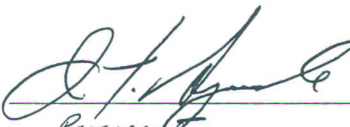
DATED: 12/10/07

By: 
Village President

OWNER
Montini Catholic High School

ATTEST:

Its: Secretary

DATED: 12-6-07

By: 
Its: PRESIDENT

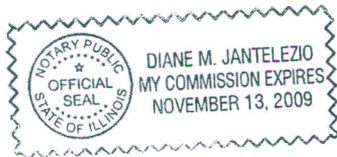
ACKNOWLEDGMENTS

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 Barbara A. Johnson, 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 Deputy Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipality 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 their 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 10th day of December, 2007

Commission expires 11/13, 2009



Diane M. Jantelezio
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named James F. Segredo and Ronald Mangelsdorf, are personally known to me to be the President and Secretary of Martini Catholic High School and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary 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 Secretary~~, 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 6th day of December, 2007.

Commission expires 5/14/2008.


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 _____ President and _____ Secretary of _____ and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, and that they appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary they signed and delivered the said instrument, pursuant to authority given by _____ as their free and voluntary act, and as the free and voluntary act and deed of said _____, for the uses and purposes therein set forth, and the said _____, then and there acknowledged that said _____ Secretary as custodian of the corporate seal of said _____ caused said seal to be affixed to said instrument as said _____ Secretary's own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

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

Commission expires _____, _____.

Notary Public

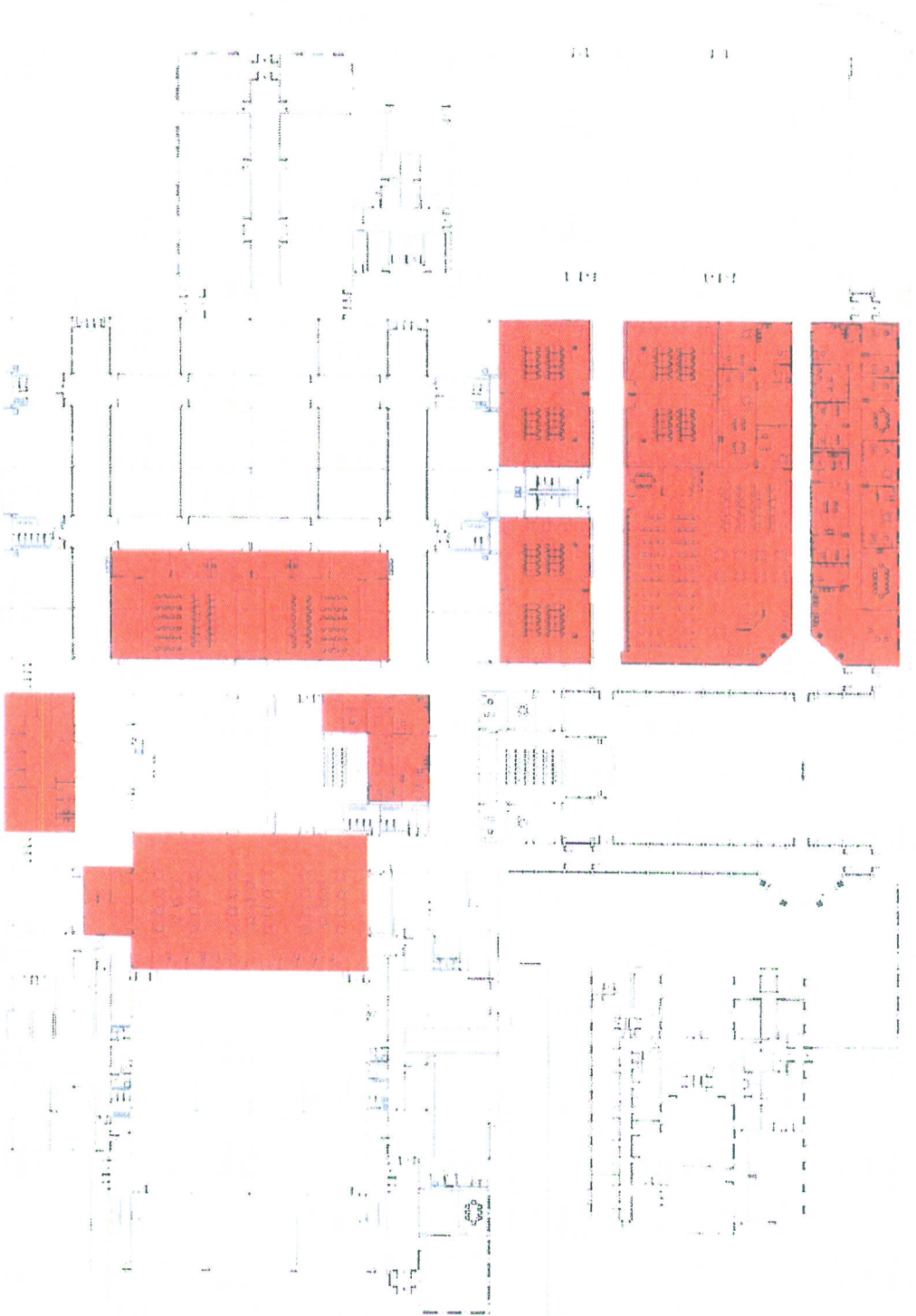
See page 20

EXBIHIT A
LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

The south half of the southeast quarter of the northeast quarter of Section 20, Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

Parcel Number: 06-20-202-024
Common Address: 19W070 16th Street, Lombard

EXHIBIT B
SITE PLAN



- Phase I
- Phase II
- Phase III

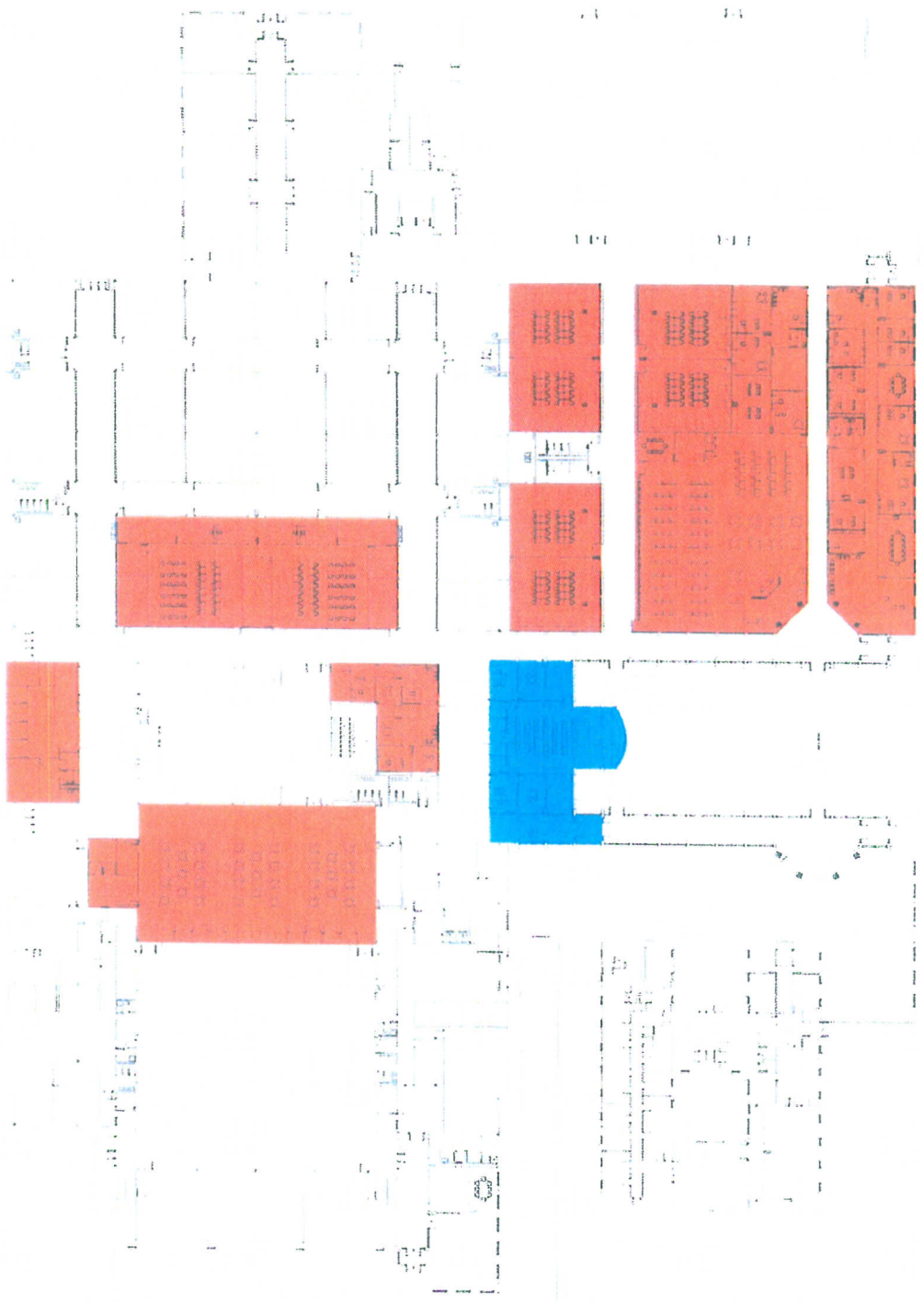
Phase I Floor Plan





Construction of New Dominic Hall

Phase I



- Phase I
- Phase II
- Phase III

Phase II Floor Plan





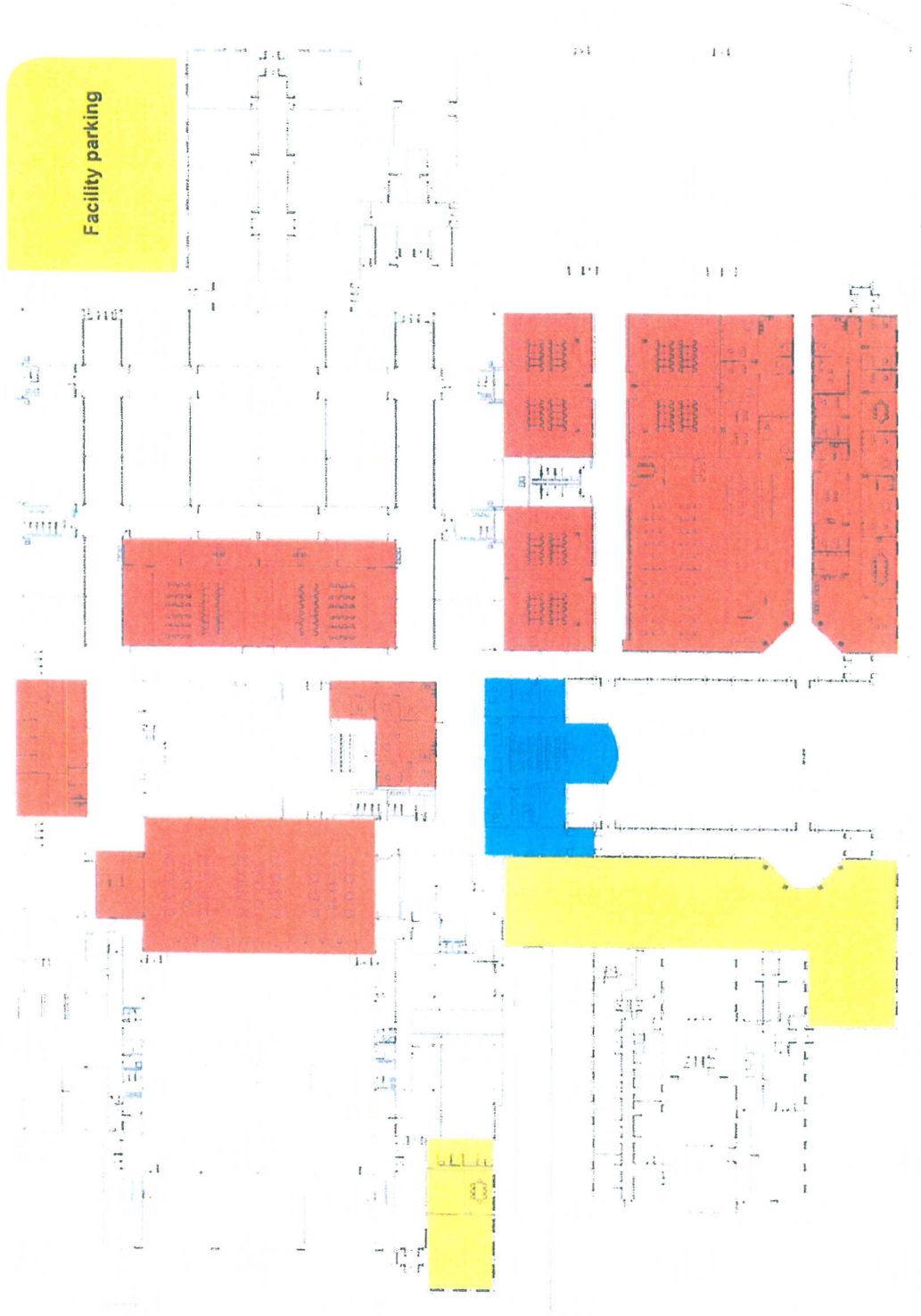
New Chapel

Phase II





- Phase I
- Phase II
- Phase III



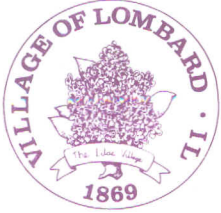
Phase III Floor Plan





Phase III Renovation Showing Student Center Fitness Center-Parking






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

I further certify that attached hereto is a
copy of ORDINANCE 6136
AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT

ADDRESS: 19W070 16TH STREET, LOMBARD, IL
PIN: 06-20-202-024

of the said Village as it appears from the official records of
said Village duly approved December 6, 2007.

In Witness Whereof, I have hereunto affixed my official signature and the
Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this
28th day of January, 2008.



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

