

ORDINANCE 5848-
5857


PAMPHLET

ORDINANCES AUTHORIZING A FIRST AMENDMENT TO ORDINANCE 5583
AMENDING ORDINANCE 5586, CONDITIONAL USE
AMENDING ORDINANCE 4403, COMPREHENSIVE PLAN
AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT
ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF LOMBARD
APPROVING A MAP AMENDMENTS (REZONING)
GRANTING A CONDITIONAL USE
APPROVING VARIATIONS

615 AND 617 W. PLEASANT (BUCKINGHAM ORCHARD)
614, 618, 620, 624 & 626 WEST MEADOW AVENUE (LYONHART MANOR)



PUBLISHED IN PAMPHLET FORM THIS 9th DAY OF May, 2006
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.


Brigitte O'Brien
Village Clerk

ORDINANCE 5851

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

(PC 06-10; 614, 618, 620, 622, 624 & 626 West Meadow Avenue)
(Lyonhart Manor Subdivision)

(See also Ordinance No.(s) 5848-5857)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property located at 614, 618, 620, 622, 624 & 626 West Meadow Avenue, 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 April 6, 2006.

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 614, 618, 620, 624 & 626 West Meadow Avenue, Lombard, Illinois as well as the

previously annexed property at 622 West Meadow Avenue containing 5.65 acres more or less and legally described as follows:

The east half of Lot 30, the west half of Lot 30, the east half of Lot 31, the west half of Lot 31 (except the south 293 feet thereof), the east half of Lot 32, the west half of Lot 32 (except the south 293 feet thereof), and the south 293 feet of the west half of Lot 32, in Milton Township Supervisors Assessment Plat No. 1 (also known as Pleasant Hills West) of part of the east 1/2 of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as document 452574, in DuPage County, Illinois.

Parcel Numbers: 05-01-401-019, 020, 021, 022, 023, 025, 026, 027

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 6th day of April, 2006.

First reading waived by action of the Board of Trustees this ____ day of _____, 2006.

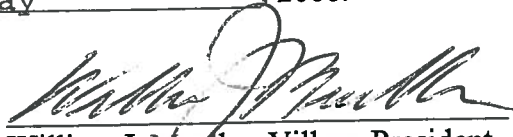
Passed on second reading this 4th day of May, 2006.

President Mueller
Ayes: Trustees Gron, Tross, O'Brien, Sebby, Florey and Soderstrom


Nays: None

Absent: None

Approved this 4th day of May, 2006.

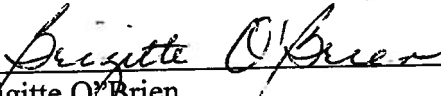

William J. Mueller, Village President

ATTEST:


Brigitte O'Brien, Village Clerk

Ordinance No. 5851
Re: PC 06-10 Lyonhart Manor Annexation Agreement
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Published in pamphlet form this 9th day of May, 2006



Brigitte O'Brien
Village Clerk

Space above reserved for Recorder's use

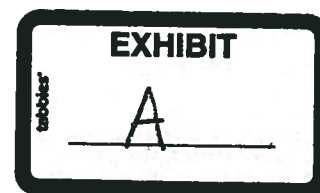
**ANNEXATION AGREEMENT DATED MAY 4, 2006
FOR
LYONHART MANOR SUBDIVISION, LOMBARD, IL**

Parcel No.: 05-01-401-019, 020, 021, 022, 023, 024, 025, 026, 027

Common Addresses: 614, 618, 620, 622, 624 and 626 West Meadow Avenue,
Lombard, Illinois

AFTER RECORDING RETURN TO:

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



**LYONHART MANOR
ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 4th day of May, 2006, by and between the **VILLAGE OF LOMBARD**, a municipal corporation (hereinafter referred to as "Village"); Steven Lieberg, Mary Lieberg, Edward Mede, Lysette Mede, Gina Ceaser, James House, Patricia House, Timonthy Tesch, Peggy Tesch, and Eduardo Salazar, Jr. (hereinafter collectively referred to as "Owner"); and Lyonhart Homes LLC, an Illinois limited liability company (hereinafter referred to as "Developer").

WITNESSETH:

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

WHEREAS, Developer proposes to develop the Subject Property; and

WHEREAS, Developer also proposes to include a tract of land, legally described in **EXHIBIT B**, attached hereto and made a part hereof (hereinafter referred to as the "House Property") previously annexed into the corporate limits of the Village as part of the development of the Subject Property; and

(the House Property along with the Subject Property being hereinafter referred to as the "Subdivision Property"); and

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

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

WHEREAS, the Subject Property is an approximate 5.146 acre parcel of land and there are _____ electors residing thereon; and

WHEREAS, the Subdivision Property is an approximate 5.65-acre parcel of land; and

WHEREAS, all owners of record and at least 51 percent of the electors of the Subject Property 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 Subdivision Property as set forth herein; and

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

WHEREAS, a public hearing was held on March 20, 2006, for the purpose of considering, upon the annexation of the Subdivision Property, a rezoning from the R-1 Single Family Residence District to the R-2 Single Family Residence District under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code, hereinafter the "Zoning Ordinance") for the portion of the Subject Property legally described in **EXHIBIT C** attached hereto and made part hereof (hereinafter, the "Single Family Properties"); as well as a rezoning from the R-1 Single Family Residence District to the R-4 Limited General Residence District for the portion of the Subdivision Property legally described in **EXHIBIT D** attached hereto and made part hereof (hereinafter, the "Townhouse Properties), with a conditional use for multiple structures on a lot and for a planned development, with variations to the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code, hereinafter referred to as the "Subdivision Ordinance") for the Subdivision Property, 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") was held by the Corporate Authorities on April 6, 2006; 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 and 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 and Developer deem it to the mutual advantage of the parties and in the public interest that the Subject Property be annexed to and developed as a part of the Village as hereinafter provided; and

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

WHEREAS, the Corporate Authorities of the Village have examined the proposed uses by the Developer and have determined that said uses and the development of the Subdivision Property

in accordance with this Agreement comply with the Comprehensive Plan of the Village;

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein set forth, the sufficiency of which is acknowledged by all parties, the parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The Village, Owner and Developer agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.
2. **DEVELOPMENT OF SUBDIVISION PROPERTY.** Village, Owner and Developer agree that the Subdivision Property shall be developed in accordance with the terms of this Agreement and the exhibits attached hereto and made a part hereof. To the extent that any exhibit attached hereto and made a part of this document is labeled as preliminary, the final documents shall be in substantial compliance with the preliminary documents attached hereto. Village, Owner and Developer agree that the existing six single family homes may remain on the Subdivision Property until Developer is prepared to develop the Subdivision Property.
3. **ANNEXATION.** Subject to the provisions of 65 ILCS 5/7-1-1 et sequitur, as soon as reasonably practical, the parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village. The parties shall cause such annexation to be effected pursuant to the provisions of 65 ILCS 5/7-1-8. Notwithstanding the foregoing, in the event that fee title to the Subject Property is not acquired by Developer on or before the date which is one hundred eighty (180) days after the date of execution hereof, and notification is not provided to the Village stating that the Developer has acquired fee title to the Subject Property within two hundred (200) days after the date of execution hereof, this Agreement and the Development Agreement shall become null and void and shall be of no further force and effect and the parties shall have no further liability to each other except that the Village shall, at the request of the Owner, disconnect the Subject Property from the Village. A written document, evidencing the foregoing shall be recorded in the event the Developer is unable to so acquire title to the Subject Property.
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 Townhome Properties from the R-1 Single Family Residence District to the R-4 Limited General Residence District. In addition, the Corporate Authorities agree to approve conditional use for multiple structures on a lot of record and for a planned development with a deviation from Section 155.408(F)(3)(d) of the Zoning Ordinance to reduce the rear yard setback for the townhouse units abutting the proposed stormwater detention outlot and the south property line from thirty feet (30') to fifteen feet (15'). The Village shall also rezone and classify the Single Family Properties from the R-1 Single Family Residence District to the R-2 Single Family Residence District as well as grant variations from Section 154.503(D)(1) of the Subdivision Ordinance, reducing the minimum required right-of-way width of a residential cul-de-sac turnaround diameter from one-hundred twenty four feet (124') to ninety-six feet (96') at the western terminus of Meadow Avenue, and from Section 155.408(F)(1)(d) of the Zoning Ordinance to reduce the rear yard setback for the proposed Lots 1 and 2 from thirty-five feet (35') to twenty feet (25')(notwithstanding that EXHIBIT E depicts a thirty-five foot (35') rear yard setback).

5. **SITE PLAN APPROVAL.** The Developer shall develop the Subdivision Property in full compliance with the Site Plan entitled "Lyonhart Manor", prepared by Spaceco, Inc., as last revised on, March 8, 2006 (the "Site Plan") and the plans and specifications, prepared by Spaceco, Inc., dated March 8, 2006 (the "Plans and Specifications"), said Site Plan and Plans and Specifications being attached hereto as **EXHIBIT E** and made part hereof, both subject to changes based upon final engineering. In addition, the Subdivision Property shall be landscaped in full compliance with the landscape plan attached hereto as **EXHIBIT F** and made part hereof and entitled "Landscape Plan" (hereinafter the "Landscape Plan"). Said landscape plan shall be amended to incorporate any additional planting modifications as required by the Village as part of final engineering review and approval and as conditioned within the Ordinance approving the requested planned development.

6. **PLAT OF SUBDIVISION.** The Village agrees to approve a preliminary and final plat of subdivision of the Subdivision Property substantially in conformance of the plat attached hereto as **EXHIBIT G**, and made part hereof.

7. **WATER UTILITIES.**

A. Village represents and warrants to Developer as follows:

- (1) That it owns and operates a water distribution system within the Village.
- (2) That the Village has sufficient capacity to provide and will provide potable water to the Subdivision Property, such service to be substantially the same as provided to other single-family and townhome residential areas in the Village being provided with water by the Village in terms of quantity, pressure, quality and cost.

B. Owner and Developer, at their own expense shall install water main extensions in accordance with the Subdivision Ordinance and substantially in compliance with the Plans and Specifications. The parties agree that Owner and Developer shall pay all Village water connection charges (at the lowest rate applicable to single-family or townhome residential properties, as the case may be, in the Village at the time of connection.)

C. Owner and Developer shall grant or dedicate all easements reasonably required by the Village for the construction of the necessary water main extensions serving the Subdivision Property.

8. **SANITARY SEWER FACILITIES.**

A. Village represents and warrants to Developer as follows:

- (1) That it owns and operates a sanitary sewer system within the Village.

- (2) That the Village system has sufficient capacity to provide and will provide sanitary sewer service to the Subdivision Property, such service to be substantially the same as provided to other single-family and townhome residential areas in the Village being provided with sanitary sewer by the Village.
- B. Owner and Developer, at their own expense, shall install sanitary sewer extensions necessary to serve the Subdivision Property in accordance with the Plans and Specifications. The parties agree Owner and Developer shall pay all Village sanitary sewer connection charges (at the lowest rate applicable to single family and townhome residential properties, as the case may be, in the Village at the time of connection.)
- C. Owner and Developer shall grant or dedicate all easements reasonably required by the Village for the construction of the necessary sanitary sewer extensions serving the Subdivision Property.

9. **STORM DRAINAGE FACILITIES.**

- A. Storm drainage facilities, and retention and/or detention areas (hereinafter referred to as the "Storm Drainage Facilities") shall be provided and constructed and paid for by Owner and Developer substantially in accordance with the Plans and Specifications within the Subdivision Property.

In addition, the Storm Drainage Facilities shall be maintained by the Owner and Developer and/or any subsequent lot owners. Such Storm Drainage Facilities shall be maintained by the Owner and Developer during the course of development, and thereafter shall be maintained by either the Owner and Developer or by the subsequent owner(s), all in accordance with a Declaration of Covenants to be recorded on the Subdivision Property, which Declaration of Covenants shall provide the Village with the right, but not the duty, to go upon any portion of the Storm Drainage Facilities to maintain and/or repair or replace such Storm Drainage Facilities if they are not suitably maintained so that they remain fully operational, and if the Village takes, after thirty (30) day written notice to the Owner and Developer, in its reasonable discretion, any such action, such Declaration of Covenants shall provide that any such owner(s) or the Owner and/or Developer shall immediately upon demand reimburse the Village for all reasonable expenses incurred by the Village against the particular portion of the Subdivision Property, and if not promptly paid, the Declaration of Covenants shall provide the Village the right to record a lien for any such unpaid expenses against the Subdivision Property or any portion thereof, and to foreclose on any such lien. Prior written notice shall not be required in emergency situations, as determined in the sole discretion of the Village. In regard to the Storm Drainage Facilities, provisions specified by the Village's Director of Community Development shall be set forth on the final Plat of Subdivision

and in a Declaration of Covenants to be recorded relative to the Subdivision Property, with said Declaration of Covenants clearly indicating that the language cannot be amended or deleted from said Declaration of Covenants, without the prior written consent of the Village. Notwithstanding the forgoing, the Owner and Developer obligations shall cease upon conveyance of the Storm Drainage Facilities to the association created by the Declaration of Covenants.

10. **UNDERGROUND UTILITIES.** All electrical, telephone, cable television and natural gas distribution facilities installed by Owner/Developer, except electrical transformers and meters for natural gas and electricity, shall be installed underground or located within buildings.

11. **DEVELOPMENT AGREEMENT.** Once the Developer has acquired fee title to the Subdivision Property and assumes the rights and responsibilities of the Owner, the Owner/Developer agrees to enter into a Development Agreement governing development of the Subdivision Property, which shall be substantially in the form as set forth in **EXHIBIT H**, attached hereto and made part hereof.

12. **EASEMENTS.** Owner and/or Developer shall provide all easements for public utilities and drainage and cable television as depicted on **EXHIBIT E** and as required by final engineering plans.

13. **RESERVED.**

14. **CONTRIBUTIONS.** There shall be no requirement for Owner and/or Developer to make any contributions to elementary school, middle school, high school, park, library or other service districts.

15. **CONSENT TO CREATION OF A SPECIAL ASSESSMENT OR SPECIAL SERVICE AREA:** Owner and Developer agree that they will not object to the creation of a Special Assessment or Special Service Area incorporating the Subdivision Property with respect to the construction of any public improvements affecting the area of the Subdivision Property 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 Subdivision Property as a result of the public improvements constructed.

16. **FEES.** In consideration of the impact of the development of the Subdivision Property on the Village, and in consideration of water mains, sanitary sewer mains and storm sewer mains previously installed by the Village to assist in the serving of the Subdivision Property with water and sewers, Owner and Developer agree to pay all applicable permit (including, but not limited to building permit) and utility connection fees as required by Village Ordinances at the time of application for the respective permits.

17. **REASONABLENESS OF FEES AND CHARGES.** The parties agree that the connection charges, fees, contributions, dedications and easements required by this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the

development of the Subdivision Property.

18. **DEDICATION OF PUBLIC IMPROVEMENTS.** When Developer has completed all required public improvements, in accordance with the Village's Subdivision Ordinance regulations, and said public improvements have been inspected and approved by the Village Engineer, the Village shall accept said public improvements subject to the two (2) year maintenance guaranty provisions of the Subdivision Ordinance.

19. **FINAL ENGINEERING APPROVAL.** All public improvements required to be constructed hereunder or under the Subdivision Ordinance of the Village shall be paid for, constructed and installed by the Owner and Developer in accordance with final engineering plans approved by the Director of Community Development.

20. **RESERVED.**

21. **RESERVED.**

22. **RESERVED**

23. **RESERVED.**

24. **RESERVED.**

25. **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:

If to the Village or
Corporate Authorities:

President and Board of Trustees
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

With Copies to:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Director of Community Development
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Thomas P. Bayer
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606

If to the Owner/Developer: Lyonhart Homes
1550 Spring Road
Suite 108
Oak Brook, IL. 60523

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

B. Continuity of Obligations.

- (1) The provisions of this Agreement, except as to various covenants running with the land and the obligation to provide such and the further exception set forth below in this subsection, obligating Owner and Developer, shall not be binding upon the successors in title to the Owner and/or Developer who have purchased individual dwellings or improved individual lots as the ultimate consumers thereof (namely the individuals who actually own and reside in the houses to be built on said lots). The provisions of this Agreement shall be binding, however, on any builders who purchase any of the lots for eventual resale to the ultimate consumers thereof. Notwithstanding the foregoing, the provisions relating to Storm Drainage Facilities in Section 9 also Section 15 in regard to SA/SSA shall be binding on the ultimate consumers and any builders 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 and/or Developer of the Subdivision Property or any portion thereof, excluding any sale or conveyance by Owner or Developer of any individual dwellings or individual residential lots or Outlot A (Detention Pond) while Owner or Developer is acting in the regular course of its business of a developer selling or transferring such dwellings or improved lots to

the ultimate consumers thereof, Owner and/or Developer shall notify the Village in writing, within thirty (30) working days after the closing of such sale or conveyance, of any and all successors in title to all or any portion of the Subdivision Property. Such written notice shall include identification of the names(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 or real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection 25B.

- (3) Upon the condition that the requirements of this subsection 25B have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner and/or Developer's successors in any manner in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality. In the event that the requirements of this subsection 25B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner and Developer's successors in any manner in title until such time as Owner or Developer has given the Village the notice required by this subsection.
- (4) Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subdivision Property by Owner and/or Developer in accordance with subsection 25B(3) above, the Owner and Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner and/or Developer by this Agreement until such obligations have been fully performed or until Village, in the exercise of its reasonable discretion, has otherwise released Owner and/or Developer from any and all such obligations.
- (5) Except as otherwise provided in this subsection 25B, 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) year period mentioned in subsection 25T below.

D. **Remedies.** The Village and Owner and Developer, and their successors and

assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default exists uncorrected for a period of thirty (30) 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.** In no event, including (without limitation) the exercise of the authority granted in Section 5/11-12-8 of Division 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, shall the Corporate Authorities require that any part of the Subdivision Property be designated for public purposes, except as otherwise provided in this Agreement or except as may be consented to in writing by Owner and Developer.
- F. **Conveyances.** Nothing contained in this Agreement shall be construed to restrict or limit the right of Owner and/or Developer to sell or convey all or any portion of the Subdivision Property, whether improved or unimproved, except as otherwise specifically set forth herein. Village, Owner and Developer agree that the Developer may assign its rights and obligations to Lyonhart Manor LLC.
- G. **Survival of Representation.** 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.
- H. **Captions and Paragraph Headings.** The captions and paragraph headings used herein are for convenience only and are not part of this Agreement and shall not be used in construing it.
- J. **Reimbursement to Village for Legal and Other Fees and Expenses.**
1. To the Effective Date of Agreement. The Owner and/or Developer concurrently with annexation and zoning of the Subject Property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subdivision Property:
 - (a) the costs incurred by the Village for engineering services;

- (b) all reasonable attorneys' fees incurred by the Village in connection with this Agreement and the annexation and zoning of the Subject Property; and
 - (c) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.
2. From and After Effective Date of Agreement. Except as provided in this subsection upon demand by Village made by and through its Director of Community Development, Owner and/or Developer from time to time shall promptly reimburse Village for all reasonable expenses and cost incurred by Village in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Owner and/or Developer upon its request, by a sworn statement of the Village; and such mutually agreed upon costs and expenses may be further confirmed by the Owner and/or Developer at either's option from additional documents designated from time to time by the Owner and/or Developer relevant to determining such costs and expenses.

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

3. In the event that any third party or parties institute any legal proceedings against the Owner and/or Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner and/or Developer, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:
- (a) Owner and Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
 - (b) If the Village, in its reasonable discretion, determines there is, or may probably be, a conflict of interest between Village and Owner and/or Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being

represented by its own legal counsel. In the event the Village exercises such option, then Owner and/or Developer shall reimburse the Village, from time to time on written demand from the Director of Community Development and notice of the amount due, for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

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

- 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 property 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 amendment thereto shall be recorded by the Village at the expense of the Owner and Developer.
- N. **Authorization to Execute.** The officers of Owner and Developer executing this Agreement warrant that they have been lawfully authorized by Owner's and Developer's respective Boards of Directors to execute this Agreement on behalf of said Owner and Developer. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Corporate

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

- O. **Amendment.** This Agreement sets forth all promises, inducements, agreements, conditions and understandings between the Owner and Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. This Agreement may be amended by the Village and the owner of record of a portion of the Subdivision Property as to the provisions applying thereto, without the consent of the owners of other portions of the Subdivision Property.
- 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. **Terms of Agreement.** This Agreement shall be in full force and effect for a term of twenty (20) years from and after 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.

VILLAGE OF LOMBARD

ATTEST:

By:


Village President


Village Clerk

DATED: May 4, 2006

DEVELOPER:

ATTEST:

Its _____

DATED: _____

By: _____
Its _____

OWNER

ATTEST:

Its _____

DATED: _____

By: _____
Its _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be respectively the Owner of the Subject Property at _____, and 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 as such Owner, he signed and delivered the said instrument as Owner of the Subject Property.

Given under my hand and seal this _____ day of _____, 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 _____ personally known to me to be the President and Secretary of _____, AN _____ CORPORATION, appeared before me this _____ day of _____, 2006 in person and severally acknowledged that they signed and delivered the said instrument, as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2006.

{SEAL}

Notary Public
Print Name: _____
My Commission Expires: _____

SCHEDULE OF EXHIBITS

- EXHIBIT A: Legal Description of Subject Property
- EXHIBIT B: Legal Description of House Property
- EXHIBIT C: Legal Description of Single Family Properties
- EXHIBIT D: Legal Description of Townhouse Properties
- EXHIBIT E: Site Plan and Plans & Specifications
- EXHIBIT F: Landscape Plan
- EXHIBIT G: Preliminary Plat of Subdivision
- EXHIBIT H: Preliminary Development Agreement

EXHIBIT A: Legal Description of Subject Property

The east half of Lot 30, the west half of Lot 30, the east half of Lot 31, the west half of Lot 31 (except the south 293 feet thereof), the east half of Lot 32, the west half of Lot 32 (except the south 293 feet thereof), and the south 293 feet of the west half of Lot 32, in Milton Township Supervisors Assessment Plat No. 1 (also known as Pleasant Hills West) of part of the east ½ of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as document 452574, in DuPage County, Illinois.

Parcel Numbers: 05-01-401-019, 020, 021, 022, 023, 025, 026, 027

EXHIBIT B: Legal Description of House Property

The south 293 feet of the west half of Lot 31, in Milton Township Supervisors Assessment Plat No. 1 (also known as Pleasant Hills West) of part of the east ½ of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as document 452574, in DuPage County, Illinois.

Parcel Number: 05-01-401-024

EXHIBIT C: Legal Description of Single Family Properties

The south 130 feet of the west 25 feet of the west half of Lot 30, the south 130 feet of the east half of Lot 31, the south 130 feet of the west half of Lot 31, the south 143 feet of the east half of Lot 32, and the south 145.81 feet west half of Lot 32, in Milton Township Supervisors Assessment Plat No. 1 (also known as Pleasant Hills West) of part of the east ½ of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as document 452574, in DuPage County, Illinois.

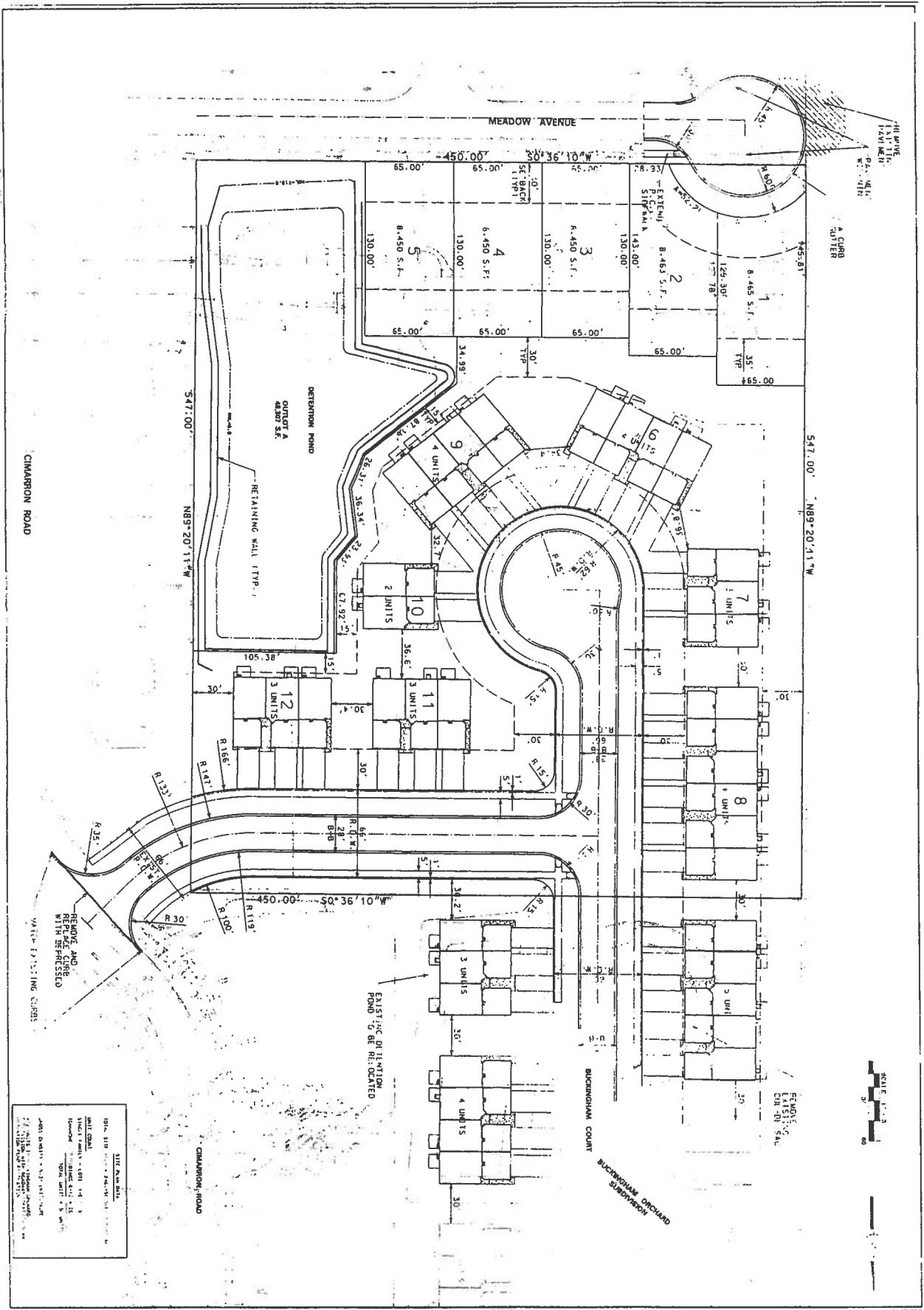
Parcel Numbers: 05-01-401- 022, 023, 024, 025, 026 (part of)

EXHIBIT D: Legal Description of Townhouse Properties

The east half of Lot 30, the west half of Lot 30 (except for the south 130 feet and the west 25 feet thereof), the east half of Lot 31 (except for the south 130 feet thereof), the west half of Lot 31 (except the south 130 feet thereof), the east half of Lot 32 (except for the south 143 feet thereof), the west half of Lot 32 (except the south 145.81 feet thereof), in Milton Township Supervisors Assessment Plat No. 1 (also known as Pleasant Hills West) of part of the east ½ of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded August 23, 1943 as document 452574, in DuPage County, Illinois.

Parcel Numbers: 05-01-401-019 through 027 (part of)

EXHIBIT E: Site Plan and Plans & Specifications



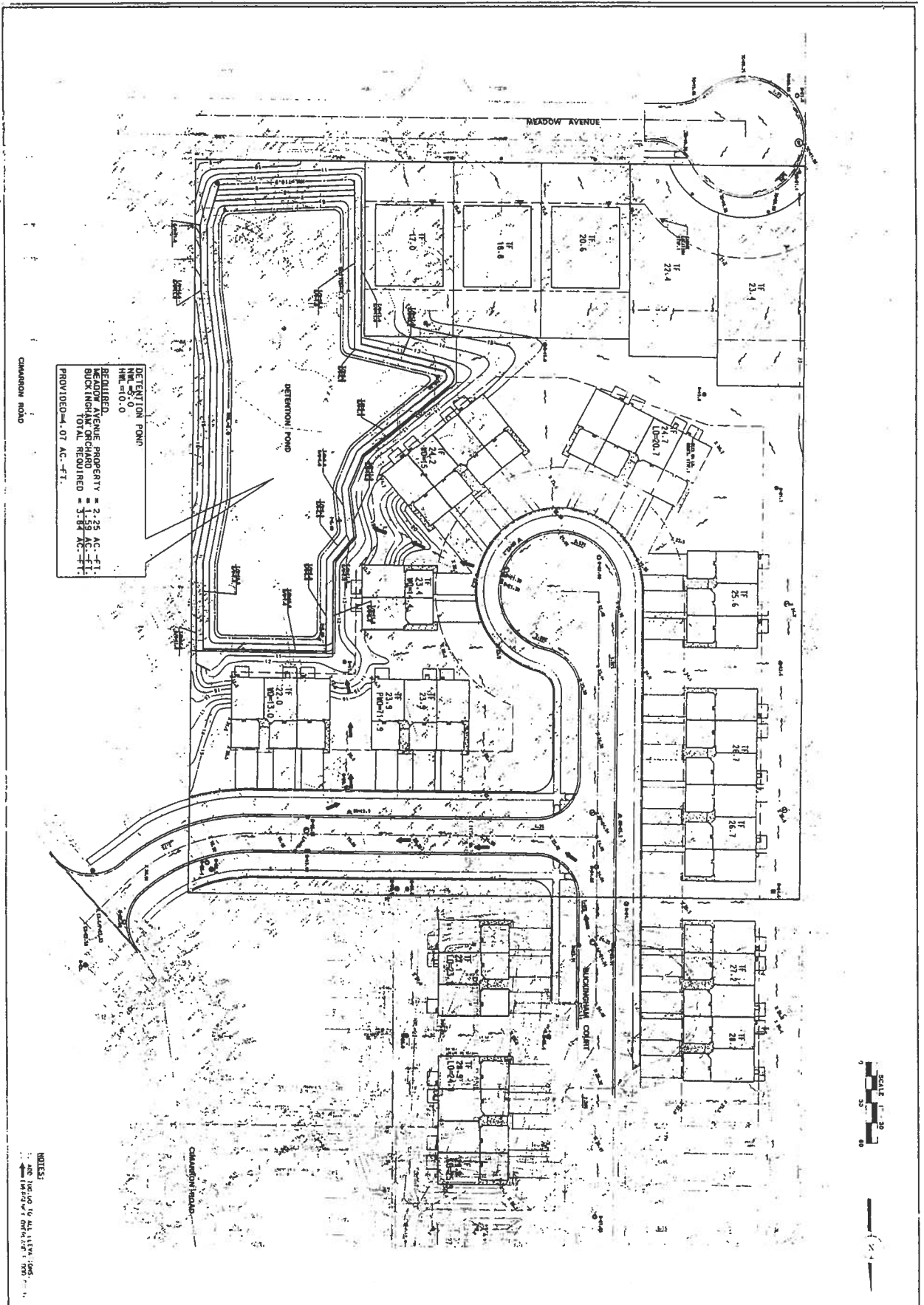
SITE PLAN
 SHEET NO. 1
 DATE: 02/27/08
 DRAWN BY: [Name]
 CHECKED BY: [Name]

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
 3135 N. Lincoln Ave.
 Chicago, IL 60641
 TEL: 773-348-1100
 FAX: 773-348-1101
 WWW: WWW.SCHMIDT-KIRBY.COM

PRELIMINARY GEOMETRIC PLAN
LYONHART MANOR
 LOMBARD, ILLINOIS

NO.	DATE	REMARKS
1	10/25/06	FOR VILLAGE REVIEW

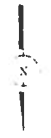
NO.	DATE	REMARKS



DETECTION POND
 HML = 10.0
 REQUIRED
 BUCKINGHAM PROPERTY = 2.25 AC. - FT.
 BUCKINGHAM ORCHARD = 1.59 AC. - FT.
 TOTAL REQUIRED = 3.84 AC. - FT.
 PROVIDED = 4.07 AC. - FT.

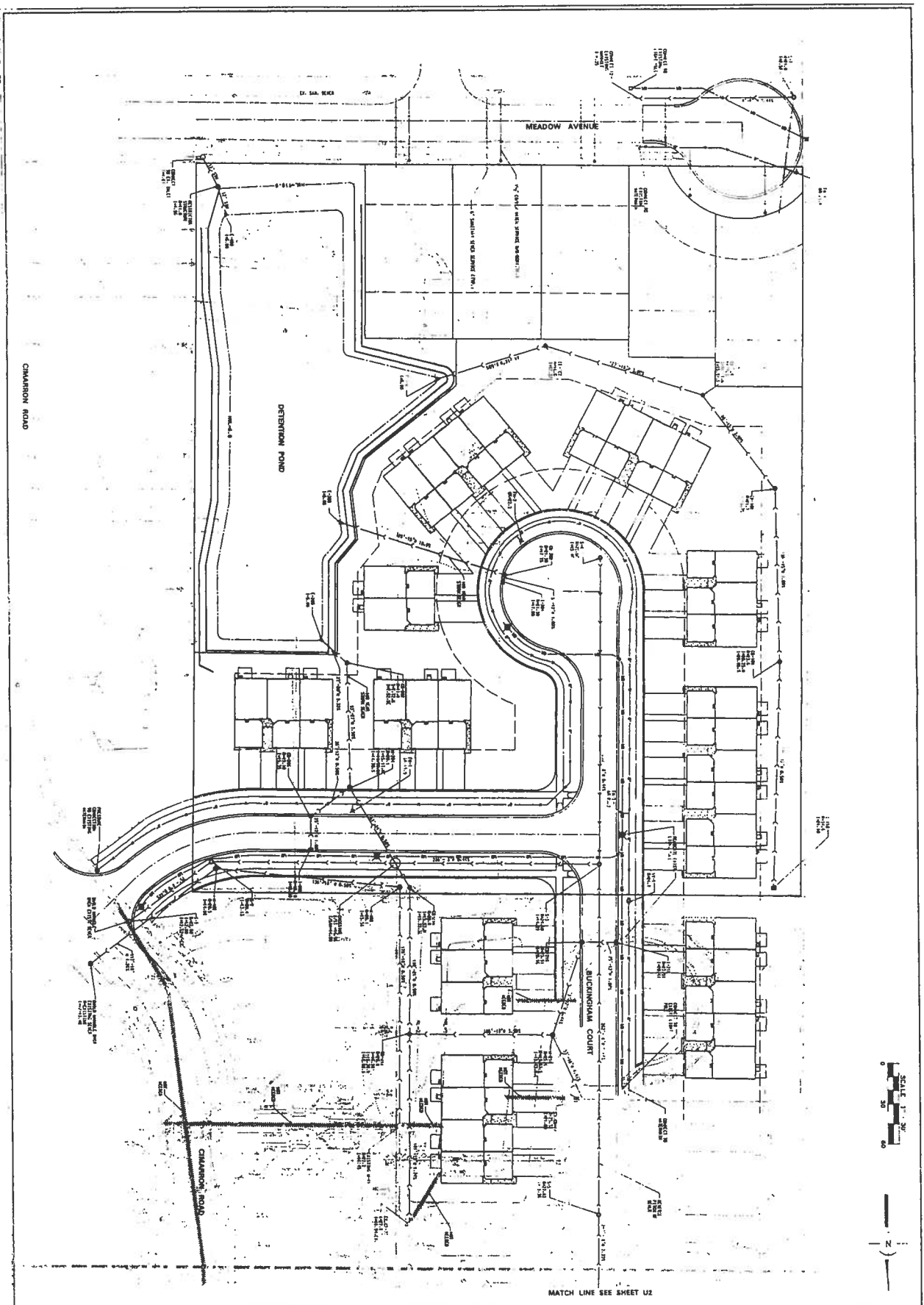
CAMANROW ROAD


NOTES:
 1. SEE THE PLAN FOR ALL UTILITY LINES.
 2. SEE THE PLAN FOR ALL UTILITY LINES.

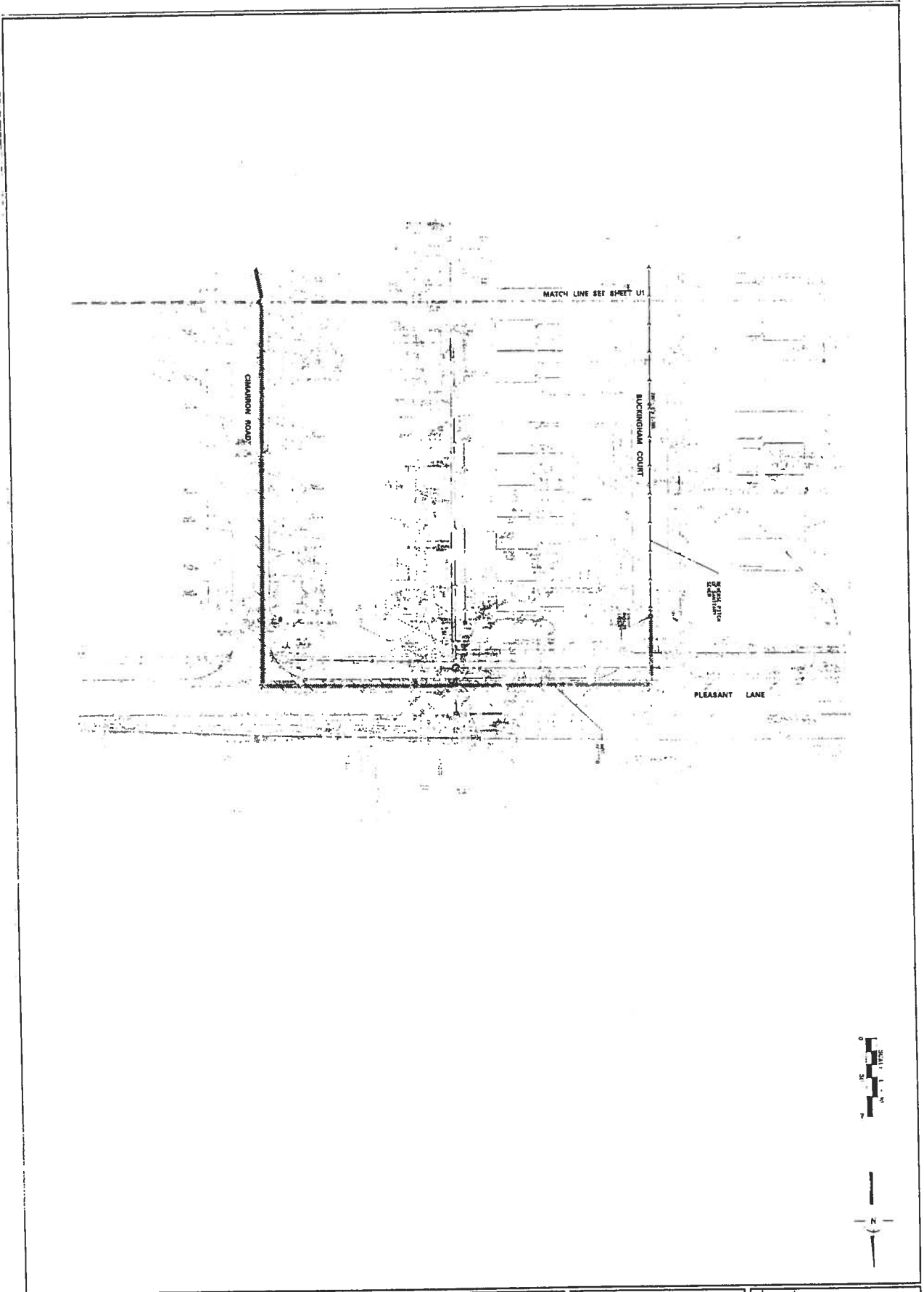


	CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS	PRELIMINARY GRADING PLAN LYONHART MANOR LOMBARD, ILLINOIS		NO. DATE REMARKS	NO. DATE REMARKS
	7115 W. Higgins Road, Suite 700 Rosemont, IL 60018 Phone: 630-941-8888	1 03/26/04 PER VILLAGE			

DATE: 03/27/04
 SHEET: 61



	<p style="text-align: center; font-weight: bold; font-size: small;">CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS</p> <p style="font-size: x-small;">1525 W. 1st Street, Suite 202 Lombard, IL 60148 Phone: (630) 261-1100 Fax: (630) 261-1101</p>	<p>PRELIMINARY UTILITY PLAN - 1</p> <p>LYONHART MANOR LOMBARD, ILLINOIS</p>	<p>1 03/20/2006 PER VILLAGE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 80%;">REMARKS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REMARKS				<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 80%;">REMARKS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REMARKS			
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<p style="font-size: x-small;">SHEET</p> <p style="font-size: x-small;">U1</p>																



SHEET
 U2

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
 7151 W. Higgins Road, Suite 200
 Rosemont, IL 60018
 Phone: (847) 874-4040 Fax: (847) 874-7042

PRELIMINARY UTILITY PLAN - 2
LYONHART MANOR
 LOMBARD, ILLINOIS

NO.	DATE	REMARKS
1	03/09/06	PER WILLAGE

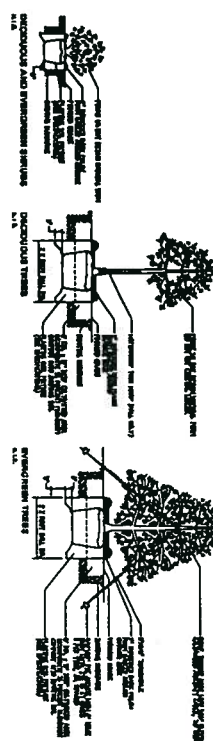
NO.	DATE	REMARKS

EXHIBIT F: Landscape Plan

REPRESENTATIVE PLANT LIST

Key	Plant/Container Name	Size	Deciduous (Shaded)	Evergreen (Shaded)
1	SHRUB TREES			
2	Small trees			
3	Large trees			
4	Small shrubs			
5	Large shrubs			
6	Small trees			
7	Large trees			
8	Small shrubs			
9	Large shrubs			
10	Small trees			
11	Large trees			
12	Small shrubs			
13	Large shrubs			
14	Small trees			
15	Large trees			
16	Small shrubs			
17	Large shrubs			
18	Small trees			
19	Large trees			
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95	Large trees			
96	Small shrubs			
97	Large shrubs			
98	Small trees			
99	Large trees			
100	Small shrubs			

PLANTING DETAILS



GENERAL NOTES

1. Contractor shall verify underground utility lines and is responsible for any damage.
2. The contractor shall install all existing utility infrastructure and coordinate with the utility companies prior to installation.
3. Contractor shall verify all utility easements in the field prior to construction and shall notify the utility companies of any changes.
4. Material quantities shall be for contractor's estimate only. The Contractor must verify all quantities and adjust as needed.
5. All plants shall be installed in accordance with the manufacturer's instructions for planting, watering, and maintenance.
6. The contractor shall provide for adequate drainage for all areas, including the installation of drainage systems and/or French drains.
7. The contractor shall ensure the site is left in a clean and safe condition at the end of the project.
8. All plants shall be installed in accordance with the manufacturer's instructions for planting, watering, and maintenance.
9. The contractor shall provide a detailed site plan showing the location of all plants and the installation of drainage systems.
10. All work shall be completed and approved by the owner.
11. The contractor shall provide a detailed site plan showing the location of all plants and the installation of drainage systems.
12. All work shall be completed and approved by the owner.
13. The contractor shall provide a detailed site plan showing the location of all plants and the installation of drainage systems.
14. All work shall be completed and approved by the owner.
15. The contractor shall provide a detailed site plan showing the location of all plants and the installation of drainage systems.
16. All work shall be completed and approved by the owner.
17. The contractor shall provide a detailed site plan showing the location of all plants and the installation of drainage systems.
18. All work shall be completed and approved by the owner.
19. The contractor shall provide a detailed site plan showing the location of all plants and the installation of drainage systems.
20. All work shall be completed and approved by the owner.



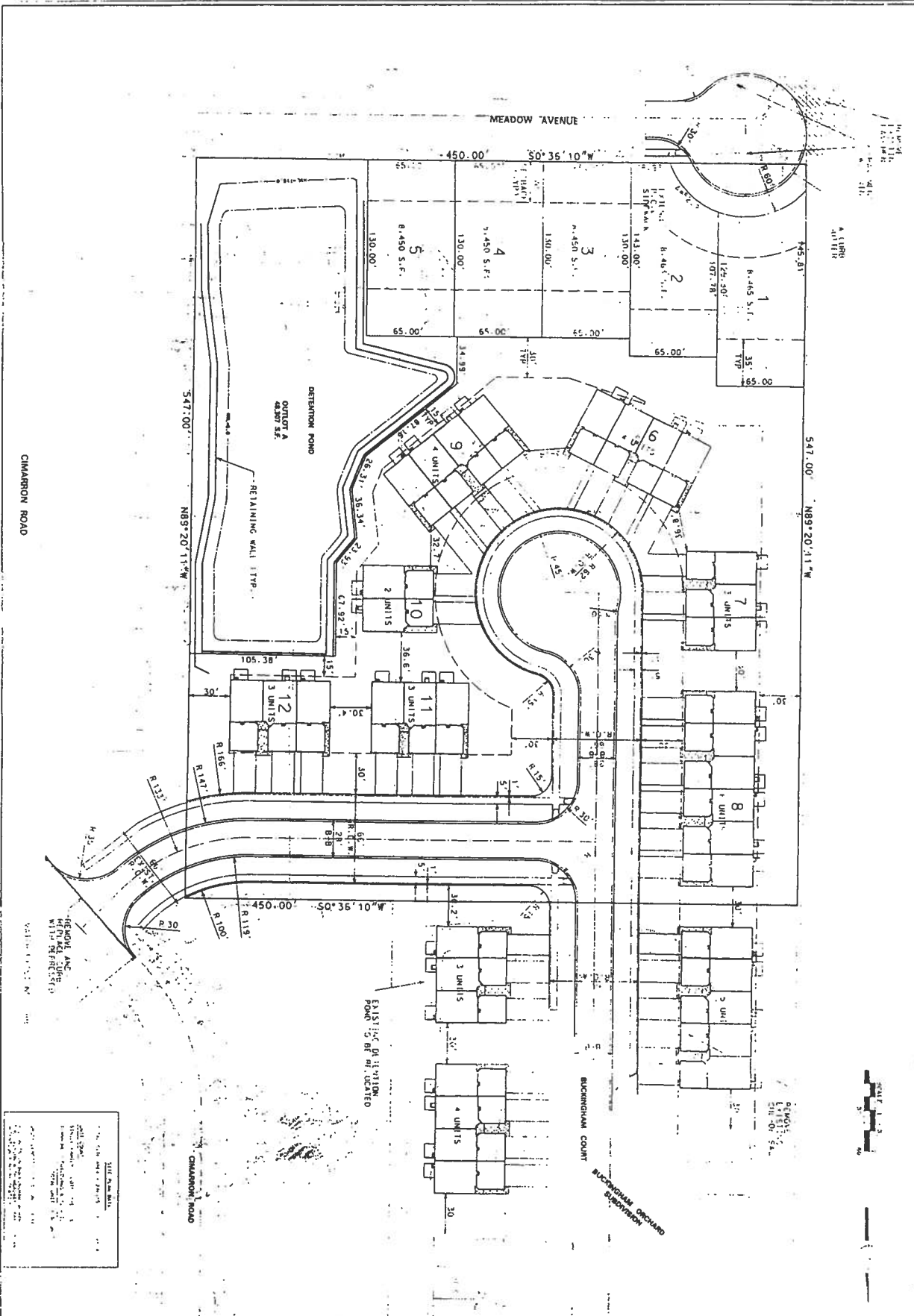
MEADOW AVENUE SITE

LOMBARD, ILLINOIS

1 OF 10

QUARTZ VITREOUS
 ARCHITECTS
 1001 South Main
 Chicago, IL 60605
 Tel: (312) 525-1000
 Fax: (312) 525-1001
 www.quartzvitreous.com

EXHIBIT G: Preliminary Plat of Subdivision



1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. ALL CURVES ARE TO BE LOCATED AND SET OUT BY THE CONTRACTOR.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES.
 6. THE CONTRACTOR SHALL MAINTAIN THE PROPOSED DRIVEWAY AND DRIVEWAYS OPEN AND ACCESSIBLE AT ALL TIMES.
 7. THE CONTRACTOR SHALL MAINTAIN THE PROPOSED DRIVEWAY AND DRIVEWAYS OPEN AND ACCESSIBLE AT ALL TIMES.
 8. THE CONTRACTOR SHALL MAINTAIN THE PROPOSED DRIVEWAY AND DRIVEWAYS OPEN AND ACCESSIBLE AT ALL TIMES.
 9. THE CONTRACTOR SHALL MAINTAIN THE PROPOSED DRIVEWAY AND DRIVEWAYS OPEN AND ACCESSIBLE AT ALL TIMES.
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 11. THE CONTRACTOR SHALL MAINTAIN THE PROPOSED DRIVEWAY AND DRIVEWAYS OPEN AND ACCESSIBLE AT ALL TIMES.
 12. THE CONTRACTOR SHALL MAINTAIN THE PROPOSED DRIVEWAY AND DRIVEWAYS OPEN AND ACCESSIBLE AT ALL TIMES.

DATE	1/11/20
SCALE	AS SHOWN
PROJECT NO.	151
CLIENT	LYONHART MANOR
DESIGNER	CONSTRUCTIVE ENGINEERS
CHECKED BY	CONSTRUCTIVE ENGINEERS
DATE	1/11/20

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

CONSTRUCTIVE ENGINEERS
 1500 N. LAUREL AVENUE
 SUITE 100
 LOMBARD, ILLINOIS 60148
 TEL: 630-261-1111
 FAX: 630-261-1112
 WWW.CONSTRUCTIVEENGINEERS.COM

PRELIMINARY GEOMETRIC PLAN
LYONHART MANOR
LOMBARD, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

EXHIBIT H

**PRELIMINARY DEVELOPMENT AGREEMENT
LYONHART MANOR SUBDIVISION**

**AN AGREEMENT RELATING TO THE APPROVAL OF A MAJOR PLAT
OF SUBDIVISION (OR MAJOR DEVELOPMENT),
THE MAKING OF REQUIRED PUBLIC IMPROVEMENTS
FOR
LYONHART MANOR SUBDIVISION, LOMBARD, ILLINOIS**

THIS AGREEMENT (hereinafter, the "Development Agreement") is made and entered into this ____ day of May, 2006 by and between the **VILLAGE OF LOMBARD**, a municipal corporation (hereinafter referred to as "Village") and Lyonhart Homes, LLC, an Illinois limited liability company, (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner and developer of the real estate situated within the corporate limits of the Village, legally described in Exhibit 1 attached hereto and made a part hereof and platted as a subdivision known as Lyonhart Manor Subdivision, as shown by prints of the final plats thereof placed on file in the office of the Village Clerk of said Village (hereinafter, the "Subdivision Property"), and intends to develop the Subdivision Property in accordance with the terms and provisions of this Development Agreement; and

WHEREAS, Developer has prepared final plats as referenced in this Development Agreement, which have been approved by the Plan Commission and the Board of Trustees of said Village and which, upon receipt by the Village of an irrevocable letter or letters of credit (hereinafter singularly referred to as "Irrevocable Letter of Credit" or collectively referred to as "Irrevocable Letter(s) of Credit") for an amount specified as security for subdivision public improvements, and for such other purpose or purposes herein mentioned, if any, and upon execution of this Development Agreement, shall be recorded; and,

WHEREAS, a site plan and preliminary engineering plans and specifications for the construction and installation of the required public improvements within the boundaries of the aforesaid subdivision of the Subdivision Property and off-site public improvements, as prepared by Spaceco, Inc., dated, March 8, 2006, have been approved by the President and Board of Trustees of the Village (hereinafter, the "Corporate Authorities"), and copies thereof have been filed in the office of the Village Clerk of the said Village, which copies by reference thereto are hereby incorporated as a part hereof. A final version of the site plan and engineering plans and specifications (hereinafter, the "Plans and Specifications") will be submitted by the Developer to the Village for approval, which approval shall be a condition precedent to the issuance of any construction or authorization to proceed with construction as discussed hereinafter; and,

WHEREAS, the Developer has entered into contracts or will enter into contracts for the work and public improvements required to be made within said subdivision of the Subdivision

Property and off-site under the Village's Subdivision and Development Ordinance (Chapter 154 of the Village Code), this Development Agreement and the Annexation Agreement governing the annexation and zoning of the Subdivision Property, which Annexation Agreement is entered into between the parties hereto of even date herewith;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

SECTION 1:

COMMENCEMENT OF CONSTRUCTION

Commencement of construction of the public improvements detailed herein may begin only after the Developer has delivered one or more Irrevocable Letter(s) of Credit in a form satisfactory to the Village and issued by a bank or financial institution approved by the Village in an amount equal to 115% of the Developer's engineer's estimate of cost of construction as approved by the Village's engineer for underground utilities (including water distribution system, sanitary sewer system, and storm sewers with appurtenances; storm water control systems (including retention or detention ponds, drainage ways and related facilities); right-of-way improvements, (streets, curbs, gutters, sidewalks, streetlights, and parkway landscaping); and all related grading improvements (hereinafter the 'Public Improvements").

SECTION 2:

CERTAIN OBLIGATIONS OF DEVELOPER

The Developer agrees to cause to be made in such subdivision of the Subdivision Property with due dispatch and diligence, such Public Improvements as are required under the aforesaid Subdivision and Development Ordinance, the Plans and Specifications, and the additional conditions approved by the Village's Plan Commission on March 20, 2006, and as approved by the Corporate Authorities on May 4, 2006, attached hereto and incorporated herein as Exhibit 2. The Developer will, when required to, bring about progress in the work with due dispatch, take aggressive steps to enforce each contract connected with the construction of said Public Improvements, to the end that said Improvements will be duly and satisfactorily completed within the time or times herein mentioned. The Developer agrees that all work in the construction of said Public Improvements shall be done in a good, substantial and workmanlike manner, that all manufactured materials used therein shall be new and of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject to its approval. The Developer will at its expense furnish all necessary engineering services for said Public Improvements.

SECTION 3:

COMPLETION OF PUBLIC IMPROVEMENTS

The Public Improvements subject to the Irrevocable Letter(s) of Credit and included within the Plans and Specifications shall be completed within twenty-four (24) months of recording of the final plat of subdivision of the Subdivision Property unless otherwise extended by amendment to this

Development Agreement by the Corporate Authorities. All Irrevocable Letter(s) of Credit, assurances, guarantees, acceptances, and related matters shall comply with the Village's Subdivision and Development Ordinance. The construction of Public Improvements by the Developer and issuance of approvals by the Village for the Lyonhart Manor Subdivision shall comply with the following schedule:

A. Sediment and Erosion Control.

Sediment and erosion control measures shall be implemented as per the Subdivision and Development Ordinance and the Plans and Specifications prior to the issuance of building permits or authorization to proceed with mass grading or other public improvements to the Subdivision Property. Said measures shall be maintained during the entire construction process and shall be inspected and repaired as necessary after each significant rainfall. Failure to do so may result in the issuance of a stop work order for any outstanding Public Improvements or building permits.

B. Tree Preservation Measures.

The Village will not impose a tree preservation requirement as a condition of this development. The Developer shall comply with the final landscaping plan as approved by the Village.

C. Authorization to Proceed with Public Improvements.

- 1) Upon approval of the final Plans and Specifications, receipt of all required fees, approval of the Irrevocable Letter(s) of Credit, recording of this Development Agreement and the final plat of subdivision of the Subdivision Property, and completion of items "A" and "B" above, authorization to construct all Public Improvements will be given by the Village in accordance with the Plans and Specifications. However, a bituminous concrete base course shall not be installed in areas set aside for roadway construction until the storm water management facilities are constructed and storage volumes are verified. Notwithstanding the foregoing, the Developer may proceed with tree clearing and grading once annexation has occurred, final engineering is approved by the Village and a permit has been issued.
- 2) Village represents it will not impose or collect any impact fees for said subdivision of the Subdivision Property.

D. Construction of Storm Water Control System.

The storm water management system for the Subdivision Property is to be operational prior to the issuance of any building permits for private improvements for properties or installation of a bituminous concrete base course in areas set aside for roadway construction. An operational storm water management system means that the volume of the storm water detention/retention pond(s) designated for collection of stormwater runoff generated by the aforesaid subdivision of the Subdivision Property is adequate for the flow being directed to it and the restrictor outlet is in place and that the system has been reviewed and approved by

the Village's Director of Community Development. Final grading and landscaping of the detention/retention pond(s) shall be completed in conjunction with final landscaping for each phase.

E. Issuance of Building Permits.

1) Foundation-Only Permits.

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

2) Building Permits.

Building permits may be issued upon provision of adequate emergency access to the building site, an operational fire hydrant within three hundred (300) feet of the subject building site, and the completion of underground utility work across the street frontage of the subject building site. Adequate emergency access shall mean a maintained roadway with a base course and first layer of asphalt that will support the Village's fire trucks as approved by the Village's fire chief.

3) Model Home.

Developer may commence construction of a model home within the Subdivision Property. Such construction may proceed simultaneously with Public Improvements construction, provided that the model home may not be opened for viewing by the public until the following conditions have been satisfied:

- a) the storm water management system for the Subdivision Property shall be operational; and
- b) all standards applicable to the issuance of a certificate of occupancy by the Village shall have been met.

Developer also agrees to make necessary repairs and modifications as warranted to restore any residences being used as model homes for use as a single family residence.

Subject to receipt of a building permit and review and approval by the Village the Developer may use a sales trailer on the Subdivision Property.

F. Certificates of Occupancy.

Issuance of a certificate of occupancy (hereinafter, a "Certificate of Occupancy") for a dwelling unit shall be issued upon satisfactory completion of the following:

- 1) Inspection and approval by the Village's Bureau of Inspectional Services;
- 2) Completion of the water distribution system including testing and chlorination. No occupancy permits for dwelling units shall be granted by the Village until the water distribution system has been looped (through the Subdivision Property). This requirement shall not apply to a sales office and model building;
- 3) Completion of the sanitary sewer system to the building for which the Certificate of Occupancy is requested;
- 4) Substantial completion of the public street system to the building for which the Certificate of Occupancy is requested and either a turnaround capability for a fire truck or a bituminous roadway through the Subdivision Property in a manner to provide two (2) means of emergency access for each such building. Substantial completion shall include curbs, gutter, street lights and the base course of asphalt;
- 5) Subject to the provisions of Section 3.F.8 below, sidewalks must be installed across the frontage of each lot;
- 6) Subject to the provisions of Section 3.F.8 below, landscaping of the subject building site must be substantially completed, weather permitting, including parkway trees, final grading and ground cover;
- 7) Record drawings (as-builts) of the sanitary sewer and domestic water facilities required to serve the building shall be submitted and approved prior to issuance of the Certificate of Occupancy; and
- 8) A Certificate of Occupancy may be issued at the reasonable discretion of the Village's Director of Community Development during winter conditions notwithstanding the lack of 5) and/or 6) above, provided cash or its equivalent in the amount of 115% of the estimated cost to complete 5) and/or 6) above is posted to assure such completion.

G. Other Improvements.

- 1) All required landscaping and other Public Improvements shall be completed within twenty-four (24) months of the approval of the final plat of subdivision of the Subdivision Property or prior to acceptance of the Public Improvements, whichever date occurs first.

H. Acceptance of Public Improvements/Easements.

- 1) Final record drawings ("as-builts"), including final grading and all utilities, shall be submitted for the review and approval of the Village's Director of Community Development prior to acceptance of the Public Improvements.

- 2) **Engineer's Certification.** The Developer's engineer is to certify that the storm water management system was constructed in accordance with the Village's flood control ordinances, and that the same was constructed substantially in accordance with the Plans and Specifications.
- 3) All deficiencies described in the final punch list shall be satisfactorily completed and approved by the Village's Directors of Public Works and Community Development.
- 4) A maintenance guarantee in the form of an irrevocable letter of credit shall be submitted and approved. Said maintenance guarantee and irrevocable letter of credit shall comply with the Village's Subdivision and Development Ordinance.
- 5) The Public Improvements to be dedicated to the Village shall be accepted by the Corporate Authorities. Upon acceptance by the Corporate Authorities, the public Improvement installation guarantee (i.e., the Irrevocable Letter(s) of Credit) shall be returned to the Developer.
- 6) Upon inspection and determination that no deficiencies exist, the maintenance guarantee (irrevocable letter of credit), shall be returned at the time of its expiration.

SECTION 4:

CONSTRUCTION DAMAGE TO PUBLIC IMPROVEMENTS

Care shall be taken to avoid damage to existing public improvements, including but not limited to, utilities and curbs during construction. Any existing public improvement damaged during construction shall be repaired by the Developer at no cost to the Village and to the satisfaction of the Village and in substantial compliance with this Agreement and all relevant Village ordinances.

SECTION 5:

DEDICATION OF PUBLIC IMPROVEMENTS

Upon the Village's approval and acceptance of the Public Improvements, same shall become the property of the Village and subject to its control. A formal dedication or conveyance of the Public Improvements to the Village shall be made by the Developer, if deemed necessary by the Corporate Authorities.

SECTION 6:

IRREVOCABLE LETTER(S) OF CREDIT OR SURETY BOND(S)

It is expressly understood that this Agreement is conditional upon and subject to (1) the delivery to the Village of the document provided for in Section 1 from a financial institution reasonably approved by the Village, (2) approval of same by the Corporate Authorities, and (3) placing same in the Village's files. Notwithstanding anything to the contrary in this Agreement the Developer has the right to provide surety bond(s) in lieu of irrevocable letter(s) of credit.

SECTION 7:

NOTICES

All notices or demands to be given hereunder shall be in writing, and the mailing of any such notice or demand by Certified or Registered Mail. Said notices shall be provided as follows:

If to the Village or
Corporate Authorities:

President and Board of Trustees
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

With Copies to:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Director of Community Development
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Thomas P. Bayer
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606

If to the Developer:

Lyonhart Homes
1550 Spring Road
Suite 108
Oak Brook, IL. 60523

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

SECTION 8:

SITE ACCESS

Developer (and its contractors) shall keep all streets which provide access to the Subdivision Property reasonably clean from all mud, gravel, and other debris, at all times during and after construction hours.

SECTION 9:

TRAFFIC CONTROL

The Developer shall install traffic signs and other devices as required by the Village for the proper control of vehicles and pedestrians in the area. These traffic control devices shall meet the specifications of the Village's engineer.

SECTION 10:

ACCEPTANCE

- A. Public Improvements shall be accepted by the Corporate Authorities after certification by the Village's engineer and Director of Community Development that the public improvements are in compliance with previously approved plans, specifications, and relevant ordinances.
- B. All required fees and procedures shall be provided prior to such acceptance. The Village shall not be liable for any damages that may occur on any dedicated right of way within the Subdivision Property that has not been accepted by the Corporate Authorities. The Developer shall hold the Village free and harmless and indemnify the Village, its agents, officers and employees from any and all such claims, damages, judgments, costs and settlements including, but not limited to, attorneys' fees that may arise from construction, use, repair, or maintenance or said Public Improvements before they are accepted by the Corporate Authorities.

SECTION 11:

**BINDING EFFECT AND TERM AND
COVENANTS RUNNING WITH THE LAND**

- A. This Development Agreement has been executed on behalf of the Village pursuant to action adopted by the Corporate Authorities at a meeting of said Corporate Authorities duly held on May ____, 2006.
- B. This Development Agreement has been executed by the Developer and shall be binding on the heirs and assigns of the Developer, but shall not be binding on a dwelling unit owner subsequent to the issuance of an occupancy permit for said dwelling unit.
- C. This Development Agreement shall automatically expire upon the expiration of the maintenance guarantee (irrevocable letter of credit) required at the time of acceptance of the Public Improvements as set forth in Section 3.H.4 herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on their behalf respectively and have caused their respective Corporate Seals to be affixed hereto, all as of the date and year first above written.

DEVELOPER: Lyonhart Homes, LLC.

ATTEST:

By: _____

Its: _____

Dated: _____, 2006

By: _____

Name:

Its: Manager

VILLAGE OF LOMBARD

ATTEST:

By: 

Name: Brigitte O'Brien

Its: Village

Clerk

By: 

Name: William J. Mueller

Its: President, Village of Lombard

Dated: May 4, 2006

SCHEDULE OF EXHIBITS

EXHIBIT 1: Legal Description

EXHIBIT 2: Plan Commission Conditions of March 20, 2006, and as approved by the Corporate Authorities on May 4, 2006.

EXHIBIT 1
LEGAL DESCRIPTION
LYONHART MANOR

EXHIBIT 2

**PLAN COMMISSION CONDITIONS OF APPROVAL
MARCH 20, 2006,
AS AMENDED BY THE CORPORATE AUTHORITIES ON MAY 4, 2006.**

1. The petitioner shall develop the site in accordance with the submitted plans prepared by Spaceco Inc., dated March 8, 2006 and the landscape plan prepared by Gary R. Weber, dated march 9, 2006 and made part of this request.
2. The petitioners shall enter into an annexation agreement and/or an annexation agreement amendment with the Village for the proposed development.
3. The petitioner shall submit a final engineering and final landscape plan for review and approval for the proposed site improvements for the project. Said plan shall meet all provisions of Village Code, except as varied by this petition. The landscape plan shall meet the landscape planting requirements as required by the Zoning and Subdivision and Development Ordinances.
4. The petitioner shall also provide the Village with a final plat of subdivision. The final plat shall also depict any utility and/or drainage easements necessary to construct the subdivision per Village policies and code.
5. The petitioner shall submit revised architectural drawings depicting the final proposed design palette of the structures, the design of which shall be subject to the approval of the Director of Community Development.