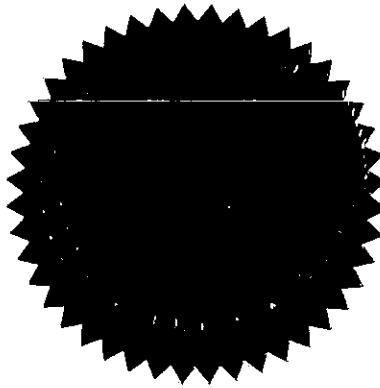


5360  
5361  
5362  
5363  
**ORDINANCE** 5364

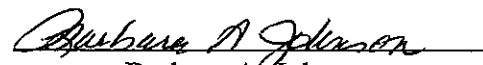
**PAMPHLET**

ORDINANCES  
AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT  
ANNEXING PROPERTY INTO THE VILLAGE OF LOMBARD  
REZONING FROM R1 TO R4  
CONDITIONAL USE, FRONT YARD SETBACK  
CONDITIONAL USE, MORE THAN ONE PRINCIPAL STRUCTURE ON A LOT OF  
RECORD

1400 BLOCK OF SOUTH FAIRFIELD AVENUE



PUBLISHED IN PAMPHLET FORM THIS 22nd DAY OF September, 2003  
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,  
DUPAGE COUNTY, ILLINOIS.

  
Barbara A. Johnson  
Deputy Village Clerk

**ORDINANCE NO. 5364**

**AN ORDINANCE GRANTING A CONDITIONAL USE  
TO ALLOW FOR MORE THAN ONE PRINCIPAL STRUCTURE  
ON A LOT OF RECORD IN THE  
R4 LIMITED GENERAL RESIDENCE DISTRICT**

(See also Ordinances 5360, 5361, 5362, 5363 )

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Zoning Ordinance, otherwise known as Title 15, Chapter 155 of the Code of Lombard, Illinois; and,

WHEREAS, the subject property is zoned R4 Limited General Residence District; and,

WHEREAS, an application has been requesting approval of conditional uses to provide for more than one (1) principal structure on one (1) lot of record on the property described in Section 1 below; and,

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on July 21, 2003 pursuant to appropriate and legal notice; and,

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

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

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

SECTION 1: That the Ordinance is limited and restricted to the property generally located at the 1400 block of South Fairfield Avenue, Lombard, Illinois, and legally described as follows:

PARCEL 1:  
THAT PART OF LOTS 42-A AND 42-B OF YORK TOWNSHIP SUPERVISORS'

ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 42-A; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 255.09 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF LOTS 42-A, A DISTANCE OF 160.14 FEET; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 82.67 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 55.83 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET TO A POINT 187.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 42-C; THENCE WESTERLY ALONG A LINE PARALLEL WITH AND 187.50 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 93.97 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 55.83 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 82.67 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOTS 42-A AND 42-B, OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 462575, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 42-A; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 415.23

FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 82.67 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 55.83 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET TO A POINT 187.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 42-C; THENCE EASTERLY ALONG A LINE PARALLEL WITH AND 187.50 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 288.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 42-B; THENCE NORTHERLY ALONG THE EAST LINES OF SAID LOTS 42-B AND 42-A, A DISTANCE OF 311 .82 FEET TO THE NORTHEAST CORNER OF SAID LOT 42-A; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 254.35 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART DEDICATED FOR PUBLIC HIGHWAY.

PARCEL 3:

LOT 42 OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PIN Numbers: 06-20-201-001 and 008

(Hereinafter the "Subject Property").

SECTION 2: That a conditional use is hereby granted for the property described in Section 5 below and pursuant to Title 15, Chapter 155, Section 208 of the Village of Lombard Zoning Ordinance so as to allow more than one (1) principal structure on one (1) lot of record, subject to compliance with the conditions set forth in Section 3 below.

SECTION 3: That the conditional use noted in Section 2 is hereby granted for the Subject Property, subject to compliance with the following conditions:

1. The property shall be developed in substantial compliance with the Site Plan and Engineering plans, prepared by Haeger Engineering, updated June 30, 2003 and the preliminary Landscape Plan, prepared by Pugslye & Lahaie, Ltd., dated May 27, 2003.
2. That the architectural plans be essentially in conformance with the Architectural renderings, prepared by Insignia Homes/Bloodgood Sharp Buster, dated May 26, 2003.
3. The Final Planned Development Plat shall not be submitted to the Village President and Board of Trustees for approval, nor recorded in DuPage County, until such time that final engineering has been reviewed and approved by the Private Engineering Services Division.
4. That the proposed development shall meet all codes of the Village.
5. That all construction traffic shall utilize Fairfield Avenue exclusively.
6. That a split-rail fence barrier shall be provided around the perimeter of the proposed detention facilities.
7. That a fence shall be provided at the northern terminus of Fairfield Avenue to prevent fly-dumping. The design and placement of said fence shall be subject to the Director of Community Development.
8. That the petitioner shall satisfactorily address drainage concerns as determined by the Director of Community Development.

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

Passed on first reading this 4<sup>th</sup> day of September, 2003.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Passed on second reading this 18<sup>th</sup> day of September, 2003.

Ayes: Trustees DeStephano, Koeing, Sebby, Florey, Soderstrom

Nayes: Trustee Tross

Ordinance No. 5364

Re: PC 03-21; Cond. Use – Number of Buildings

Page 5


Absent: None

Approved this 18th, day of September, 2003.



William J. Mueller, Village President

ATTEST:

  
Barbara A. Johnson, Deputy Village Clerk

**ORDINANCE NO. 5363**

**AN ORDINANCE GRANTING A CONDITIONAL USE  
FOR A PLANNED DEVELOPMENT WITH A DEVIATION TO THE  
FRONT YARD SETBACK IN THE  
R4 LIMITED GENERAL RESIDENCE DISTRICT**

(See also Ordinances 5360, 5361, 5362, 5364 )

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Zoning Ordinance, otherwise known as Title 15, Chapter 155 of the Code of Lombard, Illinois; and,

WHEREAS, the subject property is zoned R4 Limited General Residence District;  
and,

WHEREAS, an application has been requesting approval of a conditional use for a planned development with deviations on the property described in Section 1 below; and,

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on July 21, 2003 pursuant to appropriate and legal notice;  
and,

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

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

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

SECTION 1: That the Ordinance is limited and restricted to the property generally located at the 1400 block of South Fairfield Avenue, Lombard, Illinois, and legally described as follows:

PARCEL 1:  
THAT PART OF LOTS 42-A AND 42-B OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE

EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 42-A; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 255.09 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF LOTS 42-A, A DISTANCE OF 160.14 FEET; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 82.67 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 55.83 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET TO A POINT 187.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 42-C; THENCE WESTERLY ALONG A LINE PARALLEL WITH AND 187.50 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 93.97 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 55.83 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 82.67 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOTS 42-A AND 42-B, OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 462575, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 42-A; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 415.23 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY AT AN ANGLE OF 90



DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 82.67 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 55.83 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET TO A POINT 187.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 42-C; THENCE EASTERLY ALONG A LINE PARALLEL WITH AND 187.50 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 288.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 42-B; THENCE NORTHERLY ALONG THE EAST LINES OF SAID LOTS 42-B AND 42-A, A DISTANCE OF 311.82 FEET TO THE NORTHEAST CORNER OF SAID LOT 42-A; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 254.35 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART DEDICATED FOR PUBLIC HIGHWAY.

PARCEL 3:

LOT 42 OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PIN Numbers: 06-20-201-001 and 008  
(Hereinafter the "Subject Property").

SECTION 2: That a conditional use is hereby granted for the property described in Section 5 below and pursuant to Title 15, Chapter 155, Section 408(C) of the Village of Lombard Zoning Ordinance so as to allow said property to be used for a planned development with a deviation from Section 155.408(F)(1)(a) to allow for a front yard setback of 20 feet for a principal structure and 17 feet for an roofed-over open porch, subject to compliance with the conditions set forth in Section 4 below:

SECTION 3: That the conditional use noted in Section 2 is hereby granted for the Subject Property, subject to compliance with the following conditions:

1. The property shall be developed in substantial compliance with the Site Plan and Engineering plans, prepared by Haeger Engineering, updated June 30, 2003 and the preliminary Landscape Plan, prepared by Pugslie & Lahaie, Ltd., dated May 27, 2003.
2. That the architectural plans be essentially in conformance with the Architectural renderings, prepared by Insignia Homes/Bloodgood Sharp Buster, dated May 26, 2003.
3. The Final Planned Development Plat shall not be submitted to the Village President and Board of Trustees for approval, nor recorded in DuPage County, until such time that final engineering has been reviewed and approved by the Private Engineering Services Division.
4. That the proposed development shall meet all codes of the Village.
5. That all construction traffic shall utilize Fairfield Avenue exclusively.
6. That a split-rail fence barrier shall be provided around the perimeter of the proposed detention facilities.
7. That a fence shall be provided at the northern terminus of Fairfield Avenue to prevent fly-dumping. The design and placement of said fence shall be subject to the Director of Community Development.
8. That the petitioner shall satisfactorily address drainage concerns as determined by the Director of Community Development.

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

Passed on first reading this 4<sup>th</sup> day of September, 2003.

First reading waived by action of the Board of Trustees this \_\_\_\_ day of \_\_\_\_\_, 2003.

Passed on second reading this 8<sup>th</sup> day of September, 2003.

Ayes: Trustees DeStephano, Koenig, Sebby, Florey, Soderstrom

Nayes: Trustee Tross

Ordinance No. 5363  
Re: PC 03-21; Cond. Use Planned Dev.  
Page 5

Absent: None

Approved this 18th, day of September, 2003.

  
William J. Mueller, Village President

ATTEST:

  
Barbara A. Johnson, Deputy Village Clerk

ORDINANCE 5362

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

(PC 03-21; Fairfield Glen Townhomes; 1400 block of South Fairfield Avenue)

(See also Ordinance No.(s)5360, 5361, 5363, 5364)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Zoning Ordinance, otherwise known as Title 15, Chapter 155 of the Code of Lombard, Illinois; and,

WHEREAS, an application has heretofore been filed requesting a map amendment for the purpose of rezoning the property described in Section 2 hereto from R1 Single-Family Residence District to the R4 Limited General Residence District; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on July 28, 2003, pursuant to appropriate and legal notice; and,

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

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

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

SECTION 1: That Title 15, Chapter 155 of the Code of Lombard, Illinois, otherwise known as the Lombard Zoning Ordinance, be and is hereby amended so as to rezone the property described in Section 2 hereof to R4 Limited General Residence District.

SECTION 2: This ordinance is limited and restricted to the property generally located at the 1400 block of South Fairfield Avenue, Lombard, Illinois, and legally described as follows:

PARCEL 1:

THAT PART OF LOTS 42-A AND 42-B OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 42-A; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 255.09 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF LOTS 42-A, A DISTANCE OF 160.14 FEET; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 82.67 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 55.83 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET TO A POINT 187.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 42-C; THENCE WESTERLY ALONG A LINE PARALLEL WITH AND 187.50 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 93.97 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 55.83 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 82.67 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOTS 42-A AND 42-B, OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4

AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 462575, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 42-A; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 415.23 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 82.67 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 55.83 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET TO A POINT 187.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 42-C; THENCE EASTERLY ALONG A LINE PARALLEL WITH AND 187.50 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 288.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 42-B; THENCE NORTHERLY ALONG THE EAST LINES OF SAID LOTS 42-B AND 42-A, A DISTANCE OF 311.82 FEET TO THE NORTHEAST CORNER OF SAID LOT 42-A; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 254.35 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART DEDICATED FOR PUBLIC HIGHWAY.

PARCEL 3:

LOT 42 OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PIN Numbers: 06-20-201-001 and 008

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

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

Passed on first reading this 4th day of September, 2003.

First reading waived by action of the Board of Trustees this \_\_\_\_ day of \_\_\_\_\_, 2003.

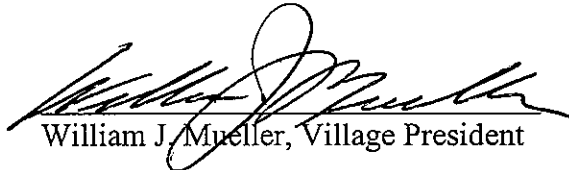
Passed on second reading this 18th day of September, 2003.

Ayes: Trustees DeStephano, Koenig, Sebby, Florey, Soderstrom

Nays: Trustee Tross

Absent: None

Approved this 18th, day of September, 2003.

  
William J. Mueller, Village President

ATTEST:

  
Barbara A. Johnson, Deputy Village Clerk

**ORDINANCE 5361**

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

(PC 03-21; Fairfield Glen Townhomes; 1400 block of South Fairfield Avenue)

(See also Ordinance No.(s) 5360, 5362, 5363, 5364

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

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

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

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

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

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

SECTION 2: This ordinance is limited and restricted to the property indicated on the attached Plat of Annexation attached hereto as Exhibit "B", and generally located at the 1400 block of South Fairifeld Avenue, Lombard, Illinois containing 5.63 acres more or less and legally described as follows:



PARCEL 1:

THAT PART OF LOTS 42-A AND 42-B OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 42-A; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 255.09 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF LOTS 42-A, A DISTANCE OF 160.14 FEET; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 82.67 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 55.83 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET TO A POINT 187.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 42-C; THENCE WESTERLY ALONG A LINE PARALLEL WITH AND 187.50 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 93.97 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 55.83 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 82.67 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOTS 42-A AND 42-B, OF YORK TOWNSHIP SUPERVISORS'

ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 462575, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 42-A; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 415.23 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 82.67 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 55.83 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET TO A POINT 187.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 42-C; THENCE EASTERLY ALONG A LINE PARALLEL WITH AND 187.50 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 288.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 42-B; THENCE NORTHERLY ALONG THE EAST LINES OF SAID LOTS 42-B AND 42-A, A DISTANCE OF 311.82 FEET TO THE NORTHEAST CORNER OF SAID LOT 42-A; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 254.35 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART DEDICATED FOR PUBLIC HIGHWAY.

PARCEL 3:

LOT 42 OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PIN Numbers: 06-20-201-001 and 008

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

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

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

Passed on first reading this 4th day of September, 2003.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

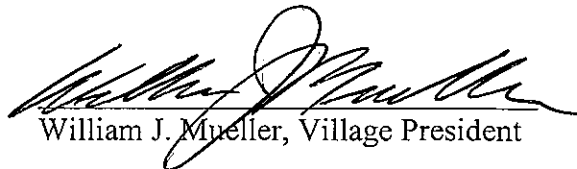
Passed on second reading this 18th day of September, 2003.

Ayes Trustees DeStephano, Koenig, Sebby, Florey, Soderstrom

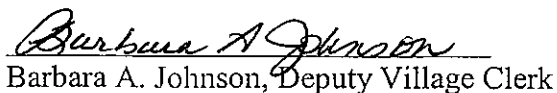
Nays: Trustee Tross

Absent: None

Approved this 18th day of September, 2003.

  
William J. Mueller, Village President

ATTEST:

  
Barbara A. Johnson, Deputy Village Clerk

**ORDINANCE 5360**

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

(PC 03-21; Fairfield Glen Townhomes; 1400 block of South Fairfield Avenue)

(See also Ordinance No.(s)5361, 5362, 5363, 5364)

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 the 1400 block of South Fairfield Avenue, Lombard, Illinois and legally described in Section 2 below, 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 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 September 4, 2003.

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 the 1400 block of South Fairifeld Avenue, Lombard, Illinois containing 5.63 acres more or less and legally described as follows:

PARCEL 1:  
THAT PART OF LOTS 42-A AND 42-B OF YORK TOWNSHIP SUPERVISORS'

ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 42-A; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 255.09 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF LOTS 42-A, A DISTANCE OF 160.14 FEET; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 82.67 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 55.83 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET TO A POINT 187.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 42-C; THENCE WESTERLY ALONG A LINE PARALLEL WITH AND 187.50 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 93.97 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 55.83 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 82.67 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOTS 42-A AND 42-B, OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 462575, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
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LOT 42 OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PIN Numbers: 06-20-201-001 and 008

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 4th day of September, 2003.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Passed on second reading this 18th day of September, 2003.

President Mueller,  
Ayes: Trustees DeStephano, Koenig, Sebby, Florey, Soderstrom

Ordinance No. 5360  
Re: PC 03-21; Annex. Agmt.  
Page 4


Nayes: Trustee Tross

Absent: None

Approved this 18th day of September, 2003.

  
William J. Mueller, Village President

ATTEST:

  
Barbara A. Johnson, Deputy Village Clerk

**ANNEXATION AGREEMENT**

**THIS AGREEMENT** made and entered into this 18th day of September, 2003, by and between the Village of Lombard, a municipal corporation (hereinafter referred to as "Village"); North Star Trust Company as Trustee of Trust No. 8305, Vincent and Helen Bolger Beneficiaries, (hereinafter collectively referred to as "Owner"); and ~~RBR Properties~~/Insignia Homes L.L.C. (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 sometimes referred to as the "Subject Property"); and

**WHEREAS**, Developer proposes to develop the Subject 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 Subject Property when the same has been annexed and to other matters covered by this Agreement for a period of twenty (20) years from and after the execution of this Agreement; and

**WHEREAS**, the Subject Property is an approximately 5.6 acre parcel of land and there are no electors residing thereon; and



**WHEREAS**, all owner(s) of record 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 Subject Property; and

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

**WHEREAS**, a public hearing was held on July 21, 2003, for the purpose of considering whether the Subject Property should be rezoned, upon its annexation, from the R-1 Single Family Residence District to the R-4 Limited General Residence District under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code, hereinafter the "Zoning Ordinance"), including approval of a conditional use for a planned development with a deviation from Section 155.408(F)(1)(a) of the Village Code to allow for a front yard setback of twenty (20) feet for a principal structure and seventeen (17) feet for a roofed-over open porch, and with approval of a conditional use to allow for more than one principal structure on a lot of record; and

**WHEREAS**, 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 4th day of September, 2003; and

**WHEREAS**, the parties wish to enter into a binding agreement with respect to the said annexation, zoning and development and for other related matters pursuant to the provisions of

Division 15.1 of Article 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, and upon the terms and conditions contained in this Agreement; and

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

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

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

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

**WHEREAS**, the Plan Commission has recommended that certain variances be granted from the Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code, hereinafter the 'Subdivision Ordinance') and/or Zoning Ordinance in accordance with the terms of

this Agreement including the provision for private streets and building setback variations from Fairfield Avenue; and

**WHEREAS**, the Developer desires to have the Subject Property rezoned to the R-4 Limited General Residence District under the Zoning Ordinance;

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

1. **Incorporation of Recitals**: The Village, Owner and Developer agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.
2. **Development of Subject Property**: Village, Owner and Developer agree that the Subject Property shall be developed in accordance with the terms of this Agreement and the exhibits attached hereto.
3. **Annexation**: Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, the parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village as promptly as practicable after the execution of this Agreement. The parties shall cause such annexation to be effected pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes.
4. **Zoning**: Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the entire Subject Property from the R-1 Single Family Residence District to the R-4 Limited General Residence District under the Zoning Ordinance; grant approval of a conditional use for a planned development, including a deviation from Section 155.408(F)(1)(a) to allow for a front yard

setback of twenty (20) feet for a principal structure and seventeen (17) feet for a roofed-over open porch; and grant approval of a conditional use to allow for more than one principal structure on a lot of record.

5. **Site Plan Approval:** The Developer shall develop the Subject Property in full compliance with the Site Plan attached hereto as EXHIBIT B and entitled "Site Plan", prepared by Haeger Engineering, as last revised on June 30, 2003 (the "Site Plan"), which Site Plan is hereby incorporated by reference as the same shall be approved by the Village (with any modifications thereto). In addition, the Subject Property shall be landscaped in full compliance with the landscape plan attached hereto as EXHIBIT C and entitled "Landscape Plan" (hereinafter the "Landscape Plan") prepared by Pugsley and LaHaie as last revised on May 27, 2003, which Landscape Plan is hereby incorporated by reference as the same is approved by the Village (with any modifications thereto). Furthermore, the use and development of the Subject Property shall be subject to the following, additional requirements:

A. **Utility Recapture.** In the event any off-site public improvements are required to be constructed by Owner and/or Developer to serve the Subject Property, and such required public improvements will benefit other lands, such construction shall take place on the following basis: The Village Engineer and the Owner's/Developer's Engineer shall prepare cost estimates indicating the construction cost for the required public improvements and for the oversized improvement requested by the Village and shall identify other lands which may be

benefited. The Village shall approve an agreement, at the request of the Owner/Developer, whereby the Owner/Developer may recapture a proportionate share of the cost from owners of such benefited lands in the event such owners connect to or utilize the public improvements. The form of agreement for the recapture of such costs by the Owner/Developer is marked Exhibit D, is attached hereto and is incorporated herein. Owner /Developer is expected to extend water main for a specified distance on Fairfield Avenue for purposes of improving municipal water availability and serve the Subject Property and shall have the right of recapture as described in Exhibit D from various properties along Fairfield Avenue when and if those properties develop in the Village or request the use of Village water facilities.

B. **Mass Grading**. Within twenty (20) working days of Developer's submission of the appropriate application(s) and evidence that all required permits and approvals relating to mass grading from the Village and other governmental units with jurisdiction over the Subject Property have been issued in compliance with the DuPage County Stormwater Ordinance requirements, and the Village Engineer's approval, which approval shall not be unreasonably delayed or denied, the Village hereby agrees that it shall issue a permit to Developer permitting Developer to mass grade the Subject Property in its entirety and not in phases which may not match development phases, provided that no graded parcel of land shall be allowed to stand undeveloped for a period longer than two (2) years from the date that the

grading is undertaken that no dirt stockpiles may be allowed to remain for longer than two (2) years from the commencement of the grading that any dirt stockpiles that remains in the same place longer than one (1) year must be seeded or sodded and maintained in that condition for the remainder of the term of that stockpile; that in no event shall a dirt stockpile be left unattended with a sheer side and that all sides must be rounded before the dirt stockpile may be left unattended.

Developer shall provide soil erosion control methods throughout the development for the life of the development process that satisfy the Village's Storm Water Control Ordinance requirements to the extent that they apply to the Subject Property. Any cost to remediate soil erosion damage to offsite property shall be bourn by the Developer, and the Developer shall indemnify and hold harmless the Village and its officers, agents and employees in respect to any such offsite damage. For the purpose of maintenance and damage control on the Subject Property, the Developer shall post a letter of credit in the form attached hereto as Exhibit E in an amount sufficient to cover the cost of ongoing maintenance and work necessary to manage the storm water and soil erosion consequences of the mass grading as approved by the Village Engineer.

**C. Model Units.** The Village agrees to issue foundation permits to authorize Developer to construct model units, trailers, or temporary buildings on the Subject

Property for the purpose of marketing the housing units to be sold to the public. Vertical construction of such models may begin prior to Final Plat(s) approval only when site grading of the model complex is completed, an operating fire hydrant is located within three hundred (300') feet of such model and a continuous hard surface access is available to such model. Said models, trailers, or temporary buildings need not be connected to sewer and water until they are to be occupied as residences as long as sanitary waste is disposed of properly by Developer. Temporary facilities for sanitary waste disposal shall be removed within thirty (30) days after permanent sanitary waste facilities are available for use. Such disposal can include periodic hauling of waste off the site in trucks. The models may be utilized by Developer only as model homes, and may not be occupied, prior to the time permanent water and sanitary sewer connections are available. Any exterior flood lighting, (excluding coach lighting of the parking lot area) of the models shall be turned off during the hours from the later of business closing, or 8:00 p.m., to daybreak.

Except as otherwise specifically provided for herein, said Site Plan is hereby approved as the site plan for the development of the Subject Property as supplemented by the Landscape Plan, but it is acknowledged by the Owner and Developer that such approval does not constitute approval as a preliminary plat under the Subdivision Ordinance regulations since further details must be finalized to meet the requirements of said Subdivision Ordinance.

**6. Preliminary Plat Approval:** The Owner and Developer shall develop the Subject Property in full compliance with the Preliminary Plat attached hereto as EXHIBIT F and entitled "Preliminary Plat", prepared by TFW Surveying, as last revised on May 29, 2003 (the "Preliminary Plat"), which Preliminary Plat is hereby incorporated by reference as the same shall be approved by the Village (with any modifications thereto).

Except as otherwise specifically provided for herein, said Preliminary Plat is hereby approved for the development of the Subject Property under the Subdivision Ordinance regulations.

**7. Signage:** Owner and Developer agree to construct a system of signage throughout the Subject Property in accordance with the Plan attached hereto as EXHIBIT G and made a part hereof, and in full compliance with the Sign Regulations of the Village (Chapter 153 of the Lombard Village Code).

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

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

B. That the Village system has sufficient capacity to provide and will provide potable water to the Subject Property, such service to be substantially the same as provided to other residential areas in the Village being provided with water by the Village.

Owner and Developer, at their own expense shall install water main extensions in accordance with the Subdivision Ordinance and in accordance with the plans and specifications



prepared by Haeger Engineering, last revised June 30, 2003 as approved by the Director of Community Development and set forth in EXHIBIT H attached hereto and made a part hereof. Owner and Developer agree to pay all Village water connection charges. Owner and Developer shall grant or dedicate all easements required by the Village for the construction of the necessary water main extensions serving the Subject Property.

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

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

B. That the Village system has sufficient capacity to provide and will provide sanitary sewer service to the Subject Property, such service to be substantially the same as provided to other residential areas in the Village being provided with sanitary sewer by the Village.

Owner and Developer, at their own expense, shall install sanitary sewer service to the Subject Property in accordance with the Subdivision Ordinance and in accordance with the plans and specifications prepared by Haeger Engineering, last revised June 30, 2003, as approved by the Director Community Development and set forth in EXHIBIT I attached hereto and made a part hereof. Owner and Developer agree to pay all Village sanitary sewer connection charges. Owner and Developer shall grant or dedicate all easements required by the Village for the construction of the necessary sanitary sewers serving the Subject Property.

10. **Storm Drainage Facilities:** Storm drainage facilities, and retention and/or detention areas shall be provided and constructed and paid for by Owner and Developer in

accordance with final engineering plans approved by the Director of Community Development (or substantially in accordance with the preliminary engineering plans approved by the Director of Community Development) and attached hereto as EXHIBIT J and made a part hereof. In addition, the storm drainage facilities and any wetland areas shall be maintained by the Owner and Developer and/or any subsequent lot owners. In the event that the storm drainage facilities originally installed for the Subject Property are insufficient, Owner and Developer shall add additional storm drainage facilities as may be required by the Director of Community Development. Such storm water drainage facilities and any wetland areas shall be maintained by the Owner and Developer during the course of development, and thereafter shall be maintained by either the Owner and Developer or by the subsequent owner(s), all in accordance with a declaration of covenants and restrictions to be recorded on the Subject Property, which declaration shall be in accordance with the required format as set forth in the Subdivision Ordinance and subject to approval by the Director of Community Development. Such declaration shall provide the Village with the right, but not the duty, to go upon any portion of the Subject Property to maintain and/or repair or replace such storm drainage facilities if they are not suitably maintained so that they remain fully operational, and if the Village takes, in its sole discretion, any such action, such declaration shall provide that any such subsequent owner(s) or the Owner and/or Developer shall immediately upon demand reimburse the Village for all expenses incurred by the Village against the particular portion of the Subject Property, and, if not promptly paid, the declaration shall provide the Village with the right to record a lien for any such unpaid expenses against the Subject Property or any portion thereof, and to foreclose on any such lien.

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

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

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

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

12. **Conservancy Areas:** Owner and Developer agree that conservancy areas will be created throughout the Subject Property in accordance with the direction of the Director of Community

Development and as identified on EXHIBIT K attached hereto and made a part hereof. The Developer, under the supervision and with the approval of the Village Forester, will restore any conservancy areas which are damaged during construction.

**13. Cable Television:** The Owner and/or Developer shall provide necessary easements for cable television service to each residential unit on the Subject Property.

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

- A. Either a cash donation in lieu of construction and installation in an amount determined by the Village as being the cash equivalent of the cost of installation; or
- B. A lesser amount as determined by the Village provided that the cable television company pays for the remainder of the cost of installation and construction.

The Village will discuss with the cable television company whether it is willing to share the cost of installation and construction of such cable television facilities.

**14. Easements:** Owner and/or Developer shall provide all easements, both on-site and off-site (if applicable), which may be required by the Director of Community Development to enable the Subject Property to be properly drained and to receive water, sanitary sewer, electric, telephone, gas, and cable television service, with the Village being a named grantee in all said easements along with the applicable utility companies and cable television operator. The location

for all public improvements shall be as approved by the Village and as shown on final engineering plans to be approved by the Director of Community Development.

**15. Fees:** In consideration of the impact of the development of Subject Property on the Village, and in consideration of water mains, sanitary sewer mains and storm sewer mains previously installed by the Village to assist in the serving of the Subject Property with water and sewers, Owner and Developer agree to pay the following fees to the Village in connection with the annexation, zoning and development of the Subject Property.

A. Public Hearing Application Fees in the amount of \$ 1,650 paid at the time of application.

In addition to these fees, the Owner and Developer agree to pay all applicable permit (including, but not limited to building permit) and utility connection fees as required by Village Ordinances at the time of application for the respective permits.

**16. Reasonableness of Fees and Charges:** Owner and Developer further agree that the connection charges, fees, contributions, dedications and easements required by this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the Subject Property.

**17. 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 Director of Community Development, the Village shall accept said public improvements subject to the two (2) year

maintenance guaranty provisions of the Subdivision Ordinance. Notwithstanding this Section, Storm Drainage Facilities, as referenced in Section 9 hereof, shall remain owned by and maintained by the Owner and Developer, and any subsequent owner(s).

18. **Fire District:** By operation of law and in accordance with Illinois Compiled Statutes Chapter 70, Section 705/20, the Subject Property shall be disconnected from the fire protection district in which it is located at no cost to the Village. The Village agrees to cooperate with the Developer in the disconnection. The Developer agrees to be responsible for the disconnection and shall reimburse the Village for any funds expended by the Village, including, but not limited to any legal fees and litigation costs, relative thereto.

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. **Annexation to Lombard Park District:** The Owner and Developer agree to petition the Lombard Park District to have the Subject Property annexed to the Lombard Park District upon its annexation to the Village.

21. **Additional Conditions:** As part of the public hearing process held by the Lombard Plan Commission on July 21, 2003, the Plan Commission recommended approval of the petition subject to the following conditions:

1. The Subject Property shall be developed in substantial compliance with the Site Plan and Engineering plans, prepared by Haeger Engineering, updated June 30, 2003 and the preliminary Landscape Plan, prepared by Pugslic & Lahaie, Ltd., dated May 27, 2003.

2. That the architectural plans for the buildings to be constructed on the subject property shall be essentially in conformance with the architectural renderings, prepared by Insignia Homes/Bloodgood Sharp Buster, dated May 26, 2003 (attached hereto as EXHIBIT L and made a part hereof).
3. The Final Planned Development Plat shall not be submitted to the Village President and Board of Trustees for approval, nor recorded in DuPage County, until such time that final engineering has been reviewed and approved by the Private Engineering Services Division.
4. That the proposed development shall meet all codes of the Village.
5. That all construction traffic utilize Fairfield Avenue exclusively.
6. That a split-rail fence barrier be provided around the perimeter of the proposed detention facilities.
7. That a fence be provided at the northern terminus of Fairfield Avenue to prevent fly-dump. The design and placement of said fence shall be subject to the approval of the Director of Community Development.
8. That the Owner and Developer shall satisfactorily address drainage concerns as determined by the Director of Community Development.

**22. Assistance in Annexation of Neighboring Property:** Developer agrees, at Developer's sole cost and expense, to assist the owners of the Hidden Valley Condominium Development ("Hidden Valley Property") to annex the properties commonly known as 1S232 and 1S280 Fairfield Avenue to the Village:

- A. In conjunction therewith, Developer agrees to cause to be prepared and circulated for execution by all of the owners of record and all of the electors on the Hidden Valley Property a voluntary petition or petitions to the Village, pursuant to the

applicable statutes of the State of Illinois, to cause such property to be voluntary annexed to the Village.

B. In the event Developer is unable to obtain the signatures of all of the owners of record of and all of the electors on the Hidden Valley Property on the foregoing voluntary petitions for annexation, then in such event, Developer agrees, at its sole cost and expense, to cause to be prepared and circulated for execution by a majority of the owners of record and a majority of the electors on the Hidden Valley Property a petition to the Circuit Court of DuPage County, pursuant to the applicable statutes of the State of Illinois, to cause such property to be annexed to the Village.

C. In the event such petition to the Circuit Court of DuPage County, as provided in subsection B hereof, is executed by the requisite number of owners and/or electors as required by statute to cause the Hidden Valley Property to be annexed to the Village, then Developer agrees, at its sole cost and expense (including necessary attorneys and filing fees), to cause such a petition to be filed in the Circuit Court of DuPage County, and to use its best efforts to cause the entry of an order by such court granting said petition.

D. Notwithstanding the foregoing, it is understood that Developer shall only be responsible to exercise its best efforts to accomplish the foregoing, and it is



understood, that notwithstanding Developer's good faith attempts, the Hidden Valley Property may not be successfully annexed to the Village. It is further understood that Developer shall not be responsible to pursue or defend any appeal from any order of the Circuit Court of DuPage County with respect to the foregoing action.

- E. Developer agrees to initiate its efforts as heretofore set forth within ninety (90) days from the date hereof, and to diligently continue to utilize its best efforts to cause the foregoing to be accomplished as soon as reasonably possible.

**23. 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 or Developer:

Scott Pointner  
Rathje and Woodward  
300 E Roosevelt Rd # 300  
Wheaton, Illinois 60187

With a copy to:

Mark Janeck  
Insignia Homes  
3436 Kennicott Avenue, Suite 120  
Arlington Heights, IL 60004

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

**B. Continuity of Obligations:**

(1) The provisions of this Agreement, except as to various covenants running with the land and the obligation to provide such and the further exception set forth below in this subsection,

obligating Owner and Developer, shall not be binding upon the successors in title to the Owner and/or Developer who have purchased individual dwellings or individual residential lots from Owner or Developer while Owner or Developer is acting in the regular course of its business as a developer selling or transferring such dwellings or improved individual lots to the ultimate consumers thereof (namely the individuals who actually own and reside in the houses to be built on said lots). The provisions of this Agreement shall be binding, however, on any builders who purchase any of the lots for eventual resale to the ultimate consumers thereof. Notwithstanding the foregoing, the provisions relating to Storm Drainage Facilities in Section 10 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 Subject Property or any portion thereof, excluding any sale or conveyance by Owner or Developer of any individual dwellings or individual residential lots while Owner or Developer is acting in the regular course of its business of a developer selling or transferring such dwellings or improved lots to the ultimate consumers thereof, Owner and/or Developer shall notify the Village in writing, within ten (10) working days after the closing of such sale or conveyance, of any and all successors in title to all or any portion of the Subject Property. Such written notice shall include identification of the name(s) of such successor(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance of real estate. Failure to give

timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection 23B.

(3) Upon the condition that the requirements of this subsection 23B 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 23B 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 Subject Property by Owner and/or Developer in accordance with subsection 23B(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, at its sole option, has otherwise released Owner and/or Developer from any or all of such obligations.

(5) Except as otherwise provided in this subsection 23B, all the terms and conditions of this Agreement shall constitute covenants running with the land.

(6) Notwithstanding any provision of this Agreement to the contrary, after approval and recording of the final plat of subdivision for the Subject Property, no successor in title other than

the Owner and Developer shall be required to make any of the Contributions set forth in section 15 hereof.

**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 23T below.

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

**E. 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 Subject 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. **Conveyance, Dedication and Donation of Real Estate and Certain Personal**

**Property:** Any conveyance, dedication or donation of real estate required of Owner and/or Developer (hereinafter collectively and individually referred to as "Grantor" in this subsection 23F) to the Village or other governmental authority under this Agreement (hereinafter referred to as "Grantee" in this subsection 23F) shall be made in conformance with the following requirements and any other applicable provisions of this Agreement.

(1) **Fee Simple Title:** The conveyance, dedication or donation shall be of a fee simple title.

(2) **Merchantable Title:** Title shall be good and marketable.

(3) **Form and Contents of Deed:** The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication or appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:

- (a) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
- (b) terms of this Agreement;
- (c) general taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of the prior year's taxes is not determinable at the time of delivery, conveyance or dedication; and
- (d) such other exceptions acceptable to the Grantee.

(4) **Title Insurance:** Grantor shall provide to Grantee, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title

insurance from the Chicago Title Insurance Company or such other title insurance company acceptable to the Grantee. The commitment for title insurance shall be in usual and customary form subject only to:

- (a) the usual and customary standard exceptions contained therein;
- (b) taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;
- (c) such other exceptions as are acceptable to the Grantee.

The commitment for title insurance shall be in the amount of the fair market value of the real estate and shall be dated not more than twenty (20) days prior to the time for delivery of the deed, conveyance or dedication. Grantor shall further cause to be issued within thirty (30) days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the company issuing the commitment for title insurance, subject only to the exceptions stated above.

All title insurance charges shall be borne by Owner and Developer.

(5) **Taxes, Liens, Assessments, Etc.:** General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Grantor hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village and Grantee, if other than the Village, against any loss or expense, including but not limited to attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.

(6) **Delivery of Deed, Conveyance or Dedication:** To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to Grantor and Grantee, otherwise at a date, time and place set by Grantee not less than thirty (30) days nor more than forty-five (45) days after notice thereof is given by Grantee to Grantor.

G. **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 Subject Property, whether improved or unimproved, except as otherwise specifically set forth herein.

H. **Survival of Representations:** Each of the parties agrees that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the parties hereby confirm and admit their 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.

J. **Reimbursement of Village for Legal and Other Fees and Expenses:**

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



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

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

(2) **From and After Effective Date of Agreement:** Except as provided in this subsection upon demand by Village made by and through its Director of Community Development, Owner and/or Developer from time to time shall promptly reimburse Village for all reasonable expenses and costs incurred by Village in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of public improvements.

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

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

such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

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

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

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

**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.

VILLAGE OF LOMBARD

ATTEST:

By: [Signature]  
Village President

Barbara A Johnson  
Village Clerk *Deputy*

DATED: May 3, 2004

DEVELOPER:

Insignia Homes, L.L.C.

ATTEST:

By: [Signature]  
Its V.P.

Kathleen Anderson  
Its Admin. mgr.

DATED: 11-20-03

OWNER

ATTEST:

[Signature]  
Its Attorney

By: [Signature]  
Its Sole Secretary  
J. J. Bolger  
Sole Secretary

DATED: \_\_\_\_\_

NORTH STAR TRUST COMPANY, solely as trustee under Trust No. 9305 and not personally

By David Rosenfeld

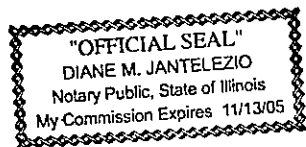
This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 8305. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, and said trustee shall not be personally liable for the performance of any of these terms and conditions of this Document or for the validity or condition of the title of said property or for any Document with respect thereto. Any and all personal liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

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 municipal corporation to be affixed  
thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their  
free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for  
the uses and purposes therein set forth.

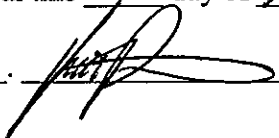
GIVEN under my hand and official seal, this 3<sup>rd</sup> day of May, 2004.  
Commission expires 11/13, 2005. Diane M. Jantelezio  
Notary Public



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 Vincent Bolger and  
Helen Bolger, are personally known to me to be the Sole Beneficiaries  
~~President and~~ Secretary of The TRUST OWNERS  
and also personally known to me to be the same persons whose  
names are subscribed to the foregoing instrument as such Sole Beneficiaries and  
respectively, and that they appeared before me this day in Person and  
severally acknowledged that as such Sole Beneficiaries ~~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~~ <sup>TRUST</sup>, for the uses and purposes therein set forth, and the said  
Secretary, then and there acknowledged that said Secretary  
~~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 21<sup>ST</sup> day of April, 2004.

Commission expires \_\_\_\_\_, \_\_\_\_\_,  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

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

I, DAVID ROSENFELD a Notary Public, in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, THAT of NORTH STAR TRUST COMPANY VICE PRESIDENT President

of said corporation, who are personally known to me to be  
the same persons whose names are subscribed to the foregoing instrument as such  
President, appeared before me this day in person and  
acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and  
voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein forth; and the said  
voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein  
set forth.

GIVEN under my hand and Notarial Seal, this 27 day of APRIL, 2004 A.D.

Sharon K. Crowley  
Notary Public

My commission expires \_\_\_\_\_

"OFFICIAL SEAL"  
SHARON K. CROWLEY  
Notary Public, State of Illinois  
My Commission Expires 9/17/2004

SCHEDULE OF EXHIBITS

EXHIBIT A: LEGAL DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT B: SITE PLAN

EXHIBIT C: LANDSCAPE PLAN

EXHIBIT D: RECAPTURE AGREEMENT

EXHIBIT E: FORM LETTER OF CREDIT

EXHIBIT F: PRELIMINARY PLAT

EXHIBIT G: SIGNAGE PLAN

EXHIBIT H: WATER MAIN EXTENSION PLAN

EXHIBIT I: SANITARY SEWER SERVICE PLAN

EXHIBIT J: STORM DRAINAGE PLAN

EXHIBIT K: TREE CONSERVANCY PLAN

EXHIBIT L: ARCHITECTURAL RENDERINGS

EXHIBIT A: LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1:

THAT PART OF LOTS 42-A AND 42-B OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 42-A; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 42-A, A DISTANCE OF 255.09 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE OF LOTS 42-A, A DISTANCE OF 160.14 FEET; THENCE SOUTHERLY AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 82.67 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 55.83 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET TO A POINT 187.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 42-C; THENCE WESTERLY ALONG A LINE PARALLEL WITH AND 187.50 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 93.97 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 55.83 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 82.67 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOTS 42-A AND 42-B, OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,

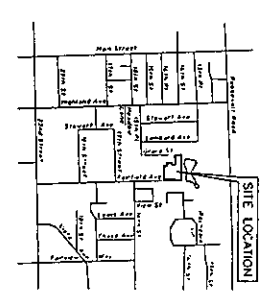
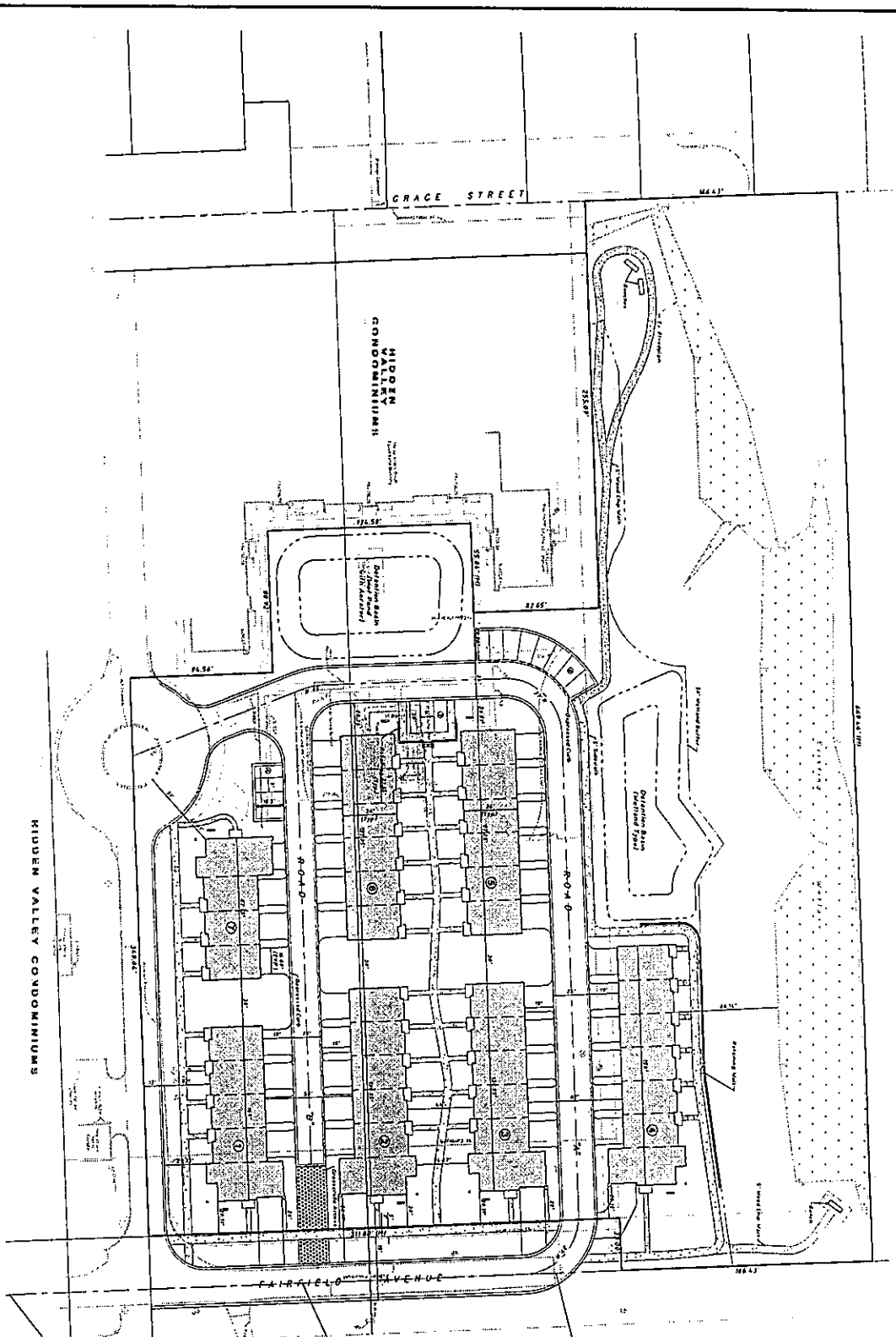
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PARCEL 3:

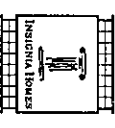
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Parcel Numbers: 06-20-201-001 and 008

EXHIBIT B: SITE PLAN



**NOTE:**  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
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3426 Kensington Avenue  
 Arlington Heights, IL 60004

**HABER ENGINEERING**  
 CONSULTING ENGINEERS  
 3426 Kensington Avenue  
 Arlington Heights, IL 60004  
 Phone: 847-399-8800  
 Fax: 847-399-8801  
 Website: www.haber-engineering.com

**SITE PLAN**  
**THE GLEN**  
**PRELIMINARY PLAN SUBMITTAL**  
 LOYOLA UNIVERSITY  
 CHICAGO, ILLINOIS

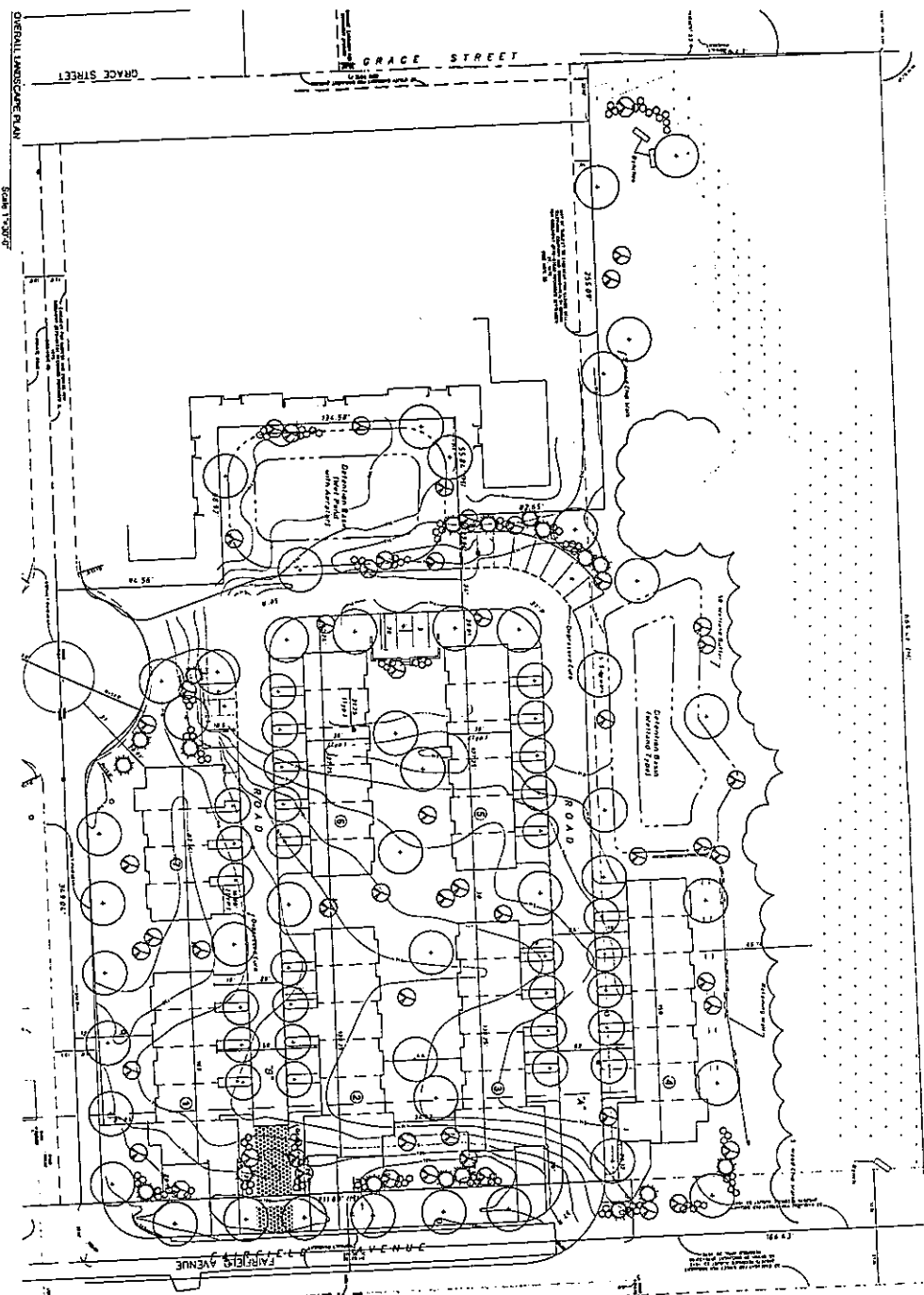
Designed: 7/27/07  
 Drawn: JPH  
 Checked: LAK  
 Date: 8/1/07  
 Project No.: 07-001

This drawing is the property of Haber Engineering, Inc. and is not to be used, copied, or reproduced in any way without the written consent of Haber Engineering, Inc.

EXHIBIT C: LANDSCAPE PLAN



Overall Landscape Plan, 1/2" = 1'-0" (Scale)



PLANT MATERIAL KEY

4 SPUR 101 S. 2" SWAMP WHITE OAK, THORNLESS HORN OAKS, ALBUQUERQUE SILVER CHERRY, RED BARKED ELM (IN SHADE)

ORANGE BARK MAPLE & 11' COMP. SHADY COUNTRYSIDE SWEET OAK

ORANGE BARK MAPLE & 11' COMP. SHADY COUNTRYSIDE SWEET OAK

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EXHIBIT D: RECAPTURE AGREEMENT

**RECAPTURE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the VILLAGE OF LOMBARD, a municipal corporation of the County of DuPage, in the State of Illinois (hereinafter referred to as "VILLAGE" and Insignia Homes, a Limited Liability Company (hereinafter referred to as "DEVELOPER");

**WITNESSETH**

WHEREAS, the VILLAGE owns and operates a sanitary sewer collection system, storm water system, and water distribution system; and,

WHEREAS, the VILLAGE has jurisdiction over the construction, maintenance and repair of local streets and traffic control; and,

WHEREAS, the DEVELOPER is the owner of the following legally described property (hereinafter referred to as the "SUBJECT PROPERTY"):

PARCEL 1:

THAT PART OF LOTS 42-A AND 42-B OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

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THE SOUTH LINE OF SAID LOT 42-C, A DISTANCE OF 93.97 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 94.56 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 88.92 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 134.58 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 55.83 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 82.67 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF LOTS 42-A AND 42-B, OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4, THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT NO. 462575, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

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PARCEL 3:

LOT 42 OF YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF

THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTH 1332 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1943 AS DOCUMENT 452575, IN DUPAGE COUNTY, ILLINOIS.

PIN Numbers: 06-20-201-001 and 008

Commonly known as: 1400 block of South Fairfield Avenue;

and

WHEREAS, the DEVELOPER intends to develop the SUBJECT PROPERTY in accordance with its zoning classification under the VILLAGE'S Zoning Ordinance for single-family attached uses; and,

WHEREAS, the DEVELOPER intends to construct the following public utilities relative to the development of the SUBJECT PROPERTY: water main extension along Fairfield Avenue from 17<sup>th</sup> Street north to the SUBJECT PROPERTY (hereinafter referred to as the "PUBLIC UTILITY IMPROVEMENTS"); and,

WHEREAS, all of the aforesaid construction will be carried out/has been carried out and completed in strict compliance with all VILLAGE ordinances and codes, and plans, and specifications approved by the VILLAGE; and,

WHEREAS, the cost for the aforesaid PUBLIC UTILITY IMPROVEMENTS is estimated to be/was \$200,000, which estimated cost/final cost has been reviewed and approved by the VILLAGE; and,

WHEREAS, the construction of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the DEVELOPER will, in addition to benefiting the SUBJECT PROPERTY, also benefit the properties located along Fairfield Avenue if and when said properties are developed; and,

WHEREAS, the DEVELOPER should be reimbursed by the owners of said benefited property if and when they are developed; and,

WHEREAS, the DEVELOPER agrees to convey the title to all of the aforesaid PUBLIC UTILITY IMPROVEMENTS to the VILLAGE by a legally proper Bill of Sale;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and agreements herein contained, including, but not limited to, the construction of the aforesaid

PUBLIC UTILITY IMPROVEMENTS, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That DEVELOPER will, at its sole expense, complete the construction of all the aforesaid PUBLIC UTILITY IMPROVEMENTS in conformance with the plans and specifications prepared by Haeger and Associates, dated the 30th day of June, 2003, and approved by the VILLAGE.

2. Upon acceptance of all of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the VILLAGE, the DEVELOPER shall convey to the VILLAGE, by a legally proper Bill of Sale, all of said PUBLIC UTILITY IMPROVEMENTS and appurtenances incidental thereto. Such conveyance shall be free and clear of all liens or encumbrances relative to said PUBLIC UTILITY IMPROVEMENTS. Upon acceptance of said PUBLIC UTILITY IMPROVEMENTS by the VILLAGE, the VILLAGE shall have complete control thereof including the determination of all future use and connections thereto, and shall be responsible for the operation, maintenance, repair and replacement of said PUBLIC UTILITY IMPROVEMENTS.

3. DEVELOPER'S estimated/actual costs for said PUBLIC UTILITY IMPROVEMENTS is made up of the following:

1. Water Main Construction	\$166,430
TOTAL	\$166,430

The VILLAGE agrees to reimburse DEVELOPER for a portion of said total amount not to exceed 50% of the cost of constructing said PUBLIC UTILITY IMPROVEMENTS, said 50% to be payable by the VILLAGE to the DEVELOPER solely and exclusively from collections from the owners of the properties described on Exhibit "A", attached hereto and made part hereof, which will be benefited by the construction of said PUBLIC UTILITY IMPROVEMENTS by DEVELOPER if and when said properties are developed (hereinafter the "BENEFITED PROPERTY"). The amounts to be collected in relation to each individual parcel, tract or lot shall be as set forth on Exhibit "A".

Said \$100,000 is to be collected by the VILLAGE from the owner(s) of said BENEFITED PROPERTY if and when said owner(s) apply to the VILLAGE for a building permit to develop said BENEFITED PROPERTY, or any portion thereof, or at such time as said owner(s) seek to connect to the watermain constructed by DEVELOPER.

4. It is further understood and agreed to that under no circumstances will the General Fund of the VILLAGE be in any way obligated for said amount to be reimbursed to DEVELOPER, nor shall the VILLAGE be liable for its failure or neglect to collect said 50%

from the owner(s) of the BENEFITED PROPERTY described in Exhibit "A". The VILLAGE is only obligated to pay DEVELOPER from those funds the VILLAGE actually collects from the owner(s) of said BENEFITED PROPERTY.

5. This Agreement shall remain in full force and effect until the 1st day of January, 2018; after said date the BENEFITED PROPERTY set forth in Exhibit "A" shall no longer be liable for payment of the 50% of the recapture amount.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7. The VILLAGE is hereby authorized to record this Agreement with the Recorder of Deeds of DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed in duplicate by their duly authorized representatives all on the day and year first above written, pursuant to a proper resolution of the respective governing body of each party hereto.

VILLAGE OF LOMBARD

By: \_\_\_\_\_  
Village President

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Village Clerk

DEVELOPER

By: \_\_\_\_\_

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Secretary

EXHIBIT A OF EXHIBIT D  
DESCRIPTION OF PROPERTIES SUBJECT TO RECAPTURE

Property 1:

LOT 1 IN YORK CENTER COMMUNITY COOPERATIVE RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1976 AS DOCUMENT R76-23169, IN DUPAGE COUNTY, ILLINOIS.

Parcel Identification Number: 06-20-202-035  
Address: 1S215 Pine Lane, Lombard, IL 60148

Dollar Amount for Recapture: 10.5% of the amount of recapture

Property 2:

LOT 2 IN YORK CENTER COMMUNITY COOPERATIVE RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1976 AS DOCUMENT R76-23169, IN DUPAGE COUNTY, ILLINOIS.

Parcel Identification Number: 06-20-202-036  
Address: 1S235 Pine Lane, Lombard, IL 60148

Dollar Amount for Recapture: 10.4% of the amount of recapture

Property 3:

LOT 3 IN YORK CENTER COMMUNITY COOPERATIVE RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1976 AS DOCUMENT R76-23169, IN DUPAGE COUNTY, ILLINOIS.

Parcel Identification Number: 06-20-202-037  
Address: 1S261 Pine Lane, Lombard, IL 60148



Dollar Amount for Recapture: 12.0% of the amount of recapture

Property 4:

LOT 4 IN YORK CENTER COMMUNITY COOPERATIVE RESUBDIVISION, BEING A RESUBDIVISION IN THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1976 AS DOCUMENT R76-23169, IN DUPAGE COUNTY, ILLINOIS.

Parcel Identification Number: 06-20-202-038  
Address: 1S281 Pine Lane, Lombard, IL 60148

Dollar Amount for Recapture: 5.2% of the amount of recapture

Property 5:

THE SOUTH 666 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER, ALSO KNOWN AS LOT 39 OF YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 1 (ALSO KNOWN AS HIGHLAND ROAD FARMS) OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER AND THE SOUTH 1332 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 23, 1943, AS DOCUMENT 452575, IN DU PAGE COUNTY, ILLINOIS.

Parcel Identification Number: 06-20-210-005

Address: 1South331 Grace Street, Lombard, Illinois

Dollar Amount for Recapture: 61.9% of the amount of recapture

Additional Provisions: Any recapture of fees shall only be applicable in the event that Property 5 is developed by an entity other than Lombard Elementary School District 44 and connections are made to the Village public water system.

EXHIBIT E: FORM LETTER OF CREDIT

**IRREVOCABLE LETTER OF CREDIT TO GUARANTEE  
THE MAINTENANCE OF PUBLIC IMPROVEMENTS**

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ \$ \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Expiration Date) 24 month Minimum

\_\_\_\_\_  
NAME OF BANK

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
BANK CONTACT PERSON

\_\_\_\_\_  
PHONE NUMBER

VILLAGE OF LOMBARD  
255 E. Wilson Avenue  
Lombard, IL 60148

Gentlemen:

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the  
\_\_\_\_\_ UP TO AN AGGREGATE AMOUNT OF  
\_\_\_\_\_ United States Dollars (\$) \_\_\_\_\_ for the account  
of \_\_\_\_\_

(Name and address of Developer or Subdivider)

Drafts are to be accompanied by the one following:

A. A written statement signed by the Director of Public Works, of the Village of Lombard, or his duly authorized representative, on a form substantially similar to the form attached hereto as Exhibit "A" stating that the developer of  
\_\_\_\_\_

Project Name

has failed to maintain, restore or has disrupted certain existing public improvements or roadways or drainage courses; and that,

1. The developer has not performed the required repairs within a reasonable time thereof; or,
2. That the Village, or its sub-contractor, has performed certain maintenance or restoration work to prevent imminent hazard to life or property at the subdivision or development known as:

NAME: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_

This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits 1993, Revision International Chamber of Commerce Brochure No. 500".

WE HEREBY AGREE with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored on presentation to the drawees if negotiated on or before \_\_\_\_\_

Expiration Date

or presented at this office together with this Letter of Credit on or before that date. The amount of any draft drawn under this credit must be endorsed on the reverse hereof.

DRAFTS UNDER THIS CREDIT SHOULD BEAR UPON THEIR FACE THE WORDS;

"Drawn under \_\_\_\_\_  
Name of Bank

Letter of Credit No. \_\_\_\_\_ Dated: \_\_\_\_\_

If, within ten days of the date such draft is presented in conformance with the terms of this Maintenance Letter of Credit, we fail to honor same, we agree to pay all attorney fees, court costs and other expenses incurred by the Village in enforcing the terms hereof. We hereby agree that this Maintenance Letter of Credit shall expire on \_\_\_\_\_ 20\_\_ as stated herein above; provided, however, that we shall notify the Village Manager and Director of Public

Works by certified mail, return receipt requested, at east ninety days prior to said expiration date, that said Letter of Credit is about to expire. In no event shall this Irrevocable Letter of Credit or the obligations contained herein expire except upon prior written notice, it being expressly agreed that the above (expiration date shall be extended as shall be required to comply with this notice provision). This Letter of Credit is not transferrable.

\_\_\_\_\_  
(Signature of Bank Officer)  
\_\_\_\_\_  
(Officer's Title)  
NOTARY

\_\_\_\_\_  
(Signature of Bank Officer)  
\_\_\_\_\_  
(Offer's Title)  
SEAL

EXHIBIT "A"

DRAWN UNDER: \_\_\_\_\_

LETTER OF CREDIT NO. \_\_\_\_\_

DATED: \_\_\_\_\_

RE: \_\_\_\_\_  
(Name of Project)

Gentlemen:

1. This letter will serve as certified notification that the developer of the above-referenced project has been duly notified and has not performed certain maintenance or restoration work required to prevent material deterioration thereof; or,
2. The Village, or its sub-contractor, has performed certain emergency maintenance or restoration work required to prevent imminent hazard to life or property, at a cost of \$ \_\_\_\_\_

Draw the above-referenced cost to repair said utilities from the Letter of Credit No. \_\_\_\_\_ and remit to the Village of Lombard, 255 E. Wilson Avenue, Lombard, IL 60148, Attn.: Director of Public Works.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

cc: William T. Lichter, Village Manager  
Thomas P. Bayer, Village Attorney  
Leonard J. Flood, Director of Finance

EXHIBIT F: PRELIMINARY PLAT



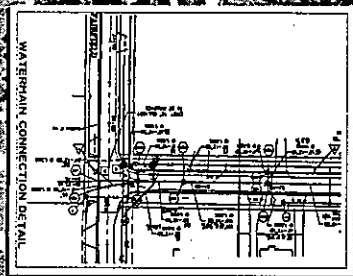
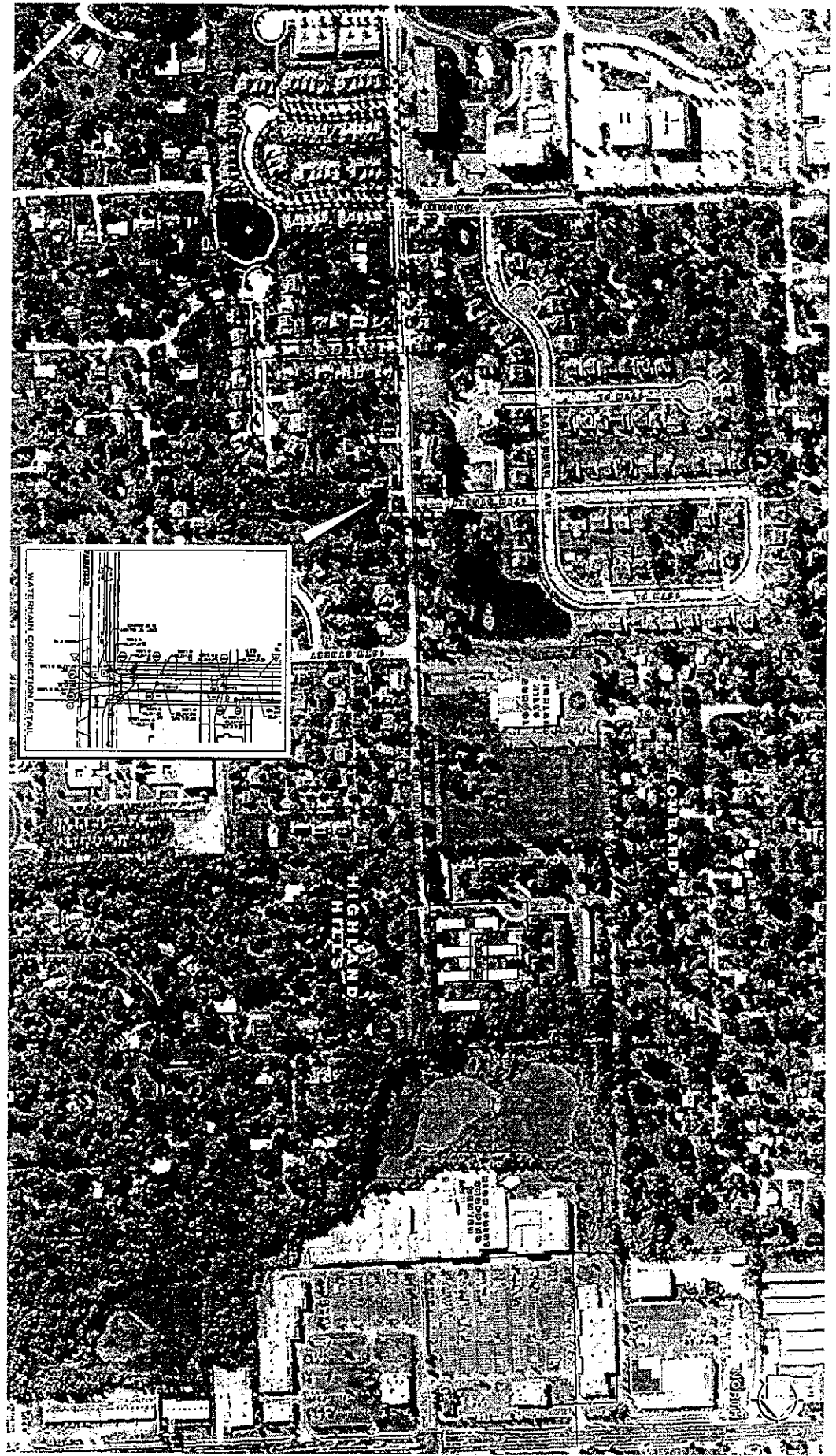




EXHIBIT G: SIGNAGE PLAN

.Reserved

EXHIBIT H: WATER MAIN EXTENSION PLAN



WATERMAIN CONNECTION DETAIL.  
 FROM "CONCRETE" 21" RADIUS RADIUS 1"

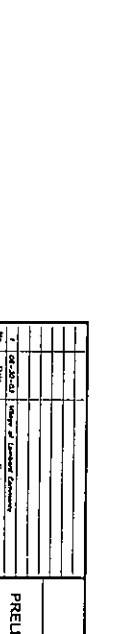
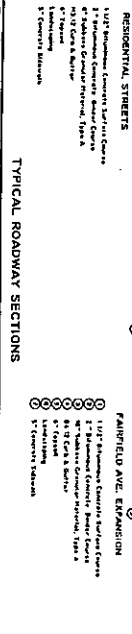
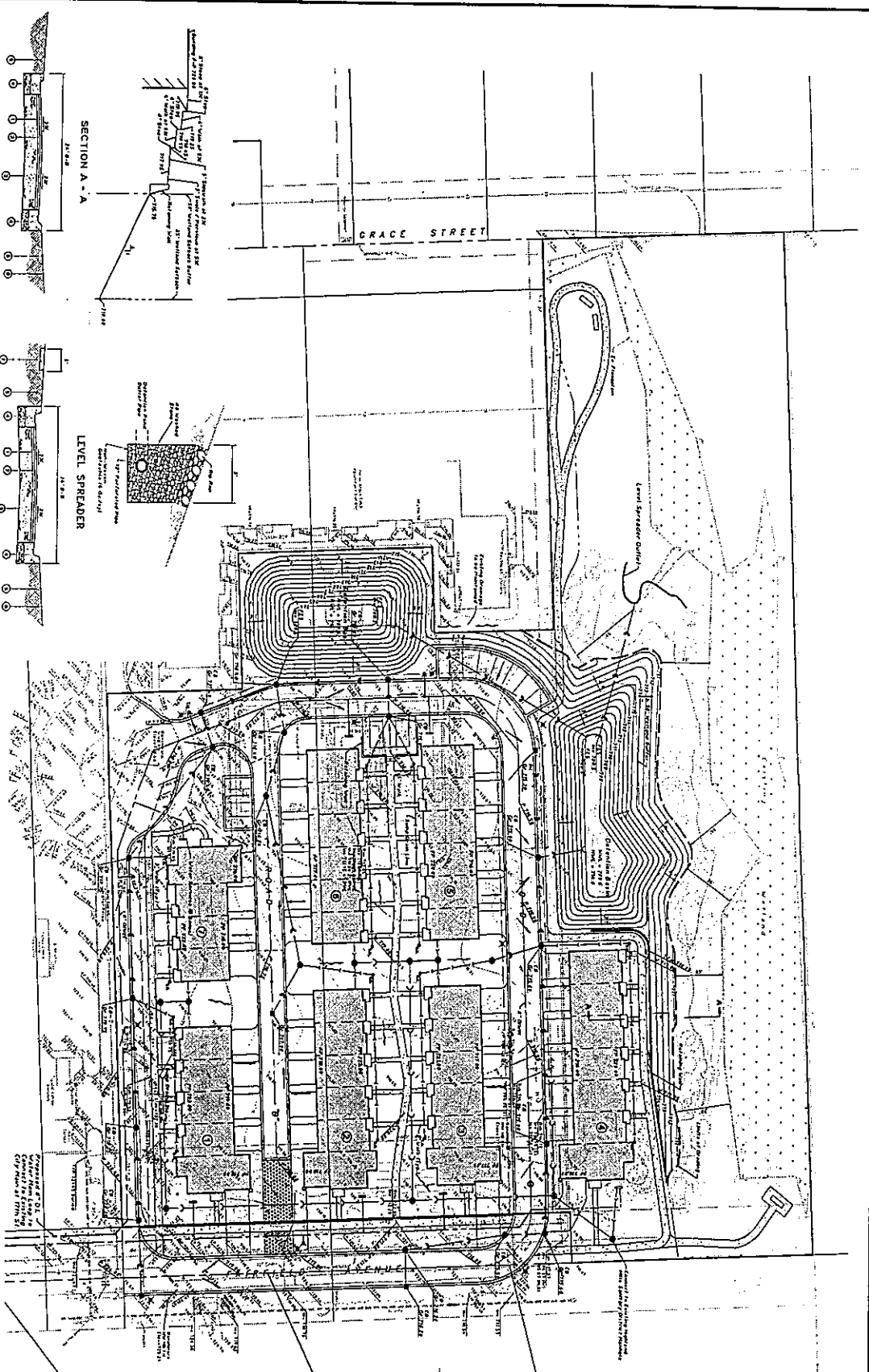
Checked: [Name]  
 Prepared: [Name]

NO.	DATE	DESCRIPTION

**WATER MAIN EXHIBIT**  
**THE GLEN**  
 PRELIMINARY PLAT SUBMITTAL  
 Community: [Name]

**HAEDER ENGINEERING**  
 Consulting Engineers  
 1000 [Address]  
 [City], [State] [Zip]  
 Phone: [Number]  
 Fax: [Number]

EXHIBIT I: SANITARY SEWER SERVICE PLAN

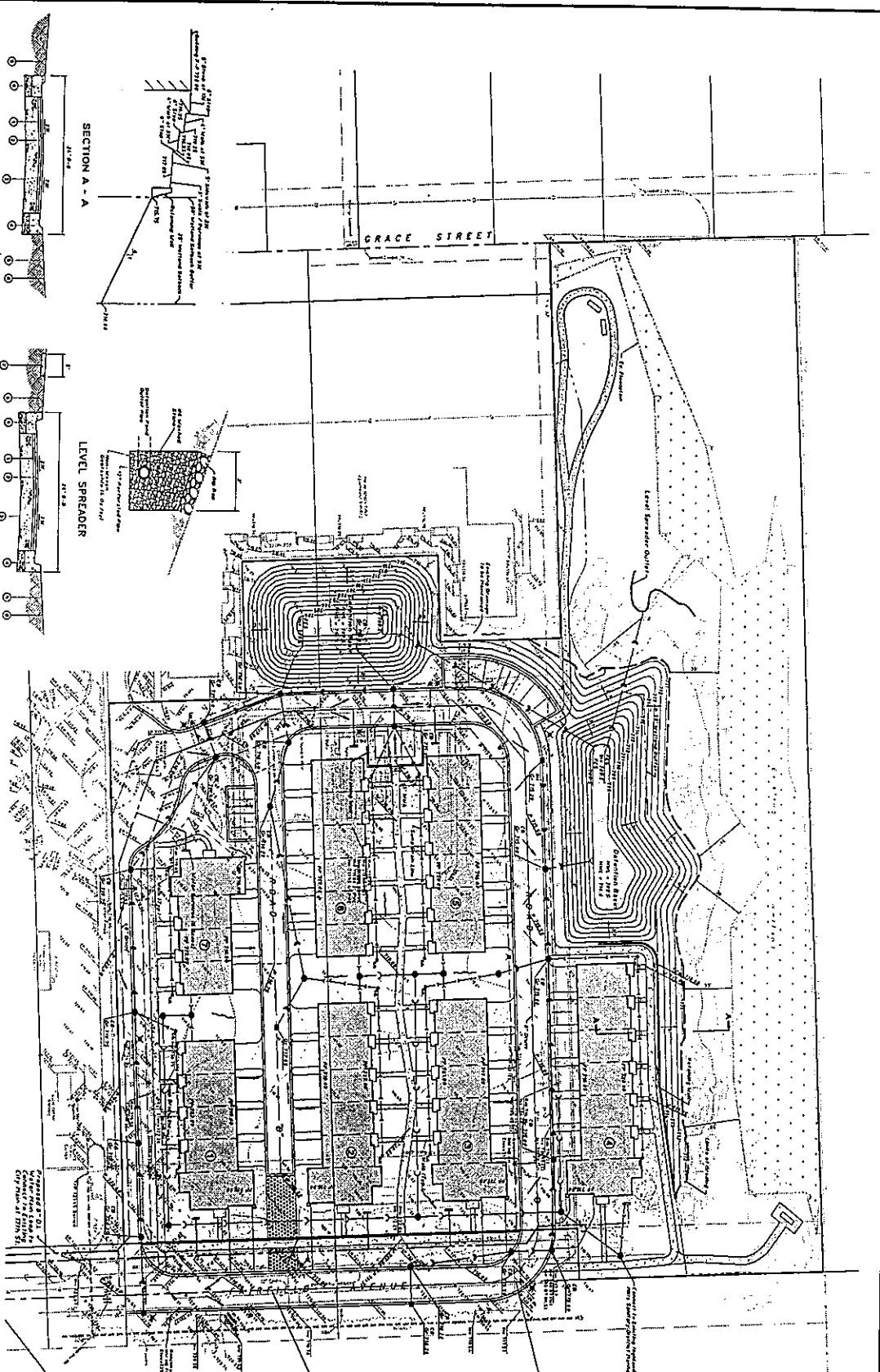


<b>ENGINEERING PLAN</b> <b>THE GLEN</b> <b>PRELIMINARY PLAN SUBMITTAL</b> (MARIETTA, ALABAMA)	
<b>HAGER ENGINEERING</b> 3438 Kankakee Avenue Marietta, Georgia 30066	Date: 11/17/17 Scale: 1" = 20' Sheet: 2 of 3 Project No.: 17-0123

**ATTENTION ROAD SUBMITTAL**

1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES.  
 2. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 6. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 7. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 8. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 9. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 10. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.

EXHIBIT J: STORM DRAINAGE PLAN



**SECTION A - A**  
 AT 1+40  
 AT 1+42

**RESIDENTIAL STREETS**

- 1" Gravel
- 2" Sandstone Concrete
- 4" Sandstone Concrete
- 6" Sandstone Concrete
- 8" Sandstone Concrete
- 10" Sandstone Concrete
- 12" Sandstone Concrete
- 14" Sandstone Concrete
- 16" Sandstone Concrete
- 18" Sandstone Concrete
- 20" Sandstone Concrete
- 22" Sandstone Concrete
- 24" Sandstone Concrete
- 26" Sandstone Concrete
- 28" Sandstone Concrete
- 30" Sandstone Concrete
- 32" Sandstone Concrete
- 34" Sandstone Concrete
- 36" Sandstone Concrete
- 38" Sandstone Concrete
- 40" Sandstone Concrete
- 42" Sandstone Concrete
- 44" Sandstone Concrete
- 46" Sandstone Concrete
- 48" Sandstone Concrete
- 50" Sandstone Concrete
- 52" Sandstone Concrete
- 54" Sandstone Concrete
- 56" Sandstone Concrete
- 58" Sandstone Concrete
- 60" Sandstone Concrete
- 62" Sandstone Concrete
- 64" Sandstone Concrete
- 66" Sandstone Concrete
- 68" Sandstone Concrete
- 70" Sandstone Concrete
- 72" Sandstone Concrete
- 74" Sandstone Concrete
- 76" Sandstone Concrete
- 78" Sandstone Concrete
- 80" Sandstone Concrete
- 82" Sandstone Concrete
- 84" Sandstone Concrete
- 86" Sandstone Concrete
- 88" Sandstone Concrete
- 90" Sandstone Concrete
- 92" Sandstone Concrete
- 94" Sandstone Concrete
- 96" Sandstone Concrete
- 98" Sandstone Concrete
- 100" Sandstone Concrete

**LEVEL SPREADER**  
 AT 1+40  
 AT 1+42

**FAIRFIELD AVE. EXPANSION**

- 1" Gravel
- 2" Sandstone Concrete
- 4" Sandstone Concrete
- 6" Sandstone Concrete
- 8" Sandstone Concrete
- 10" Sandstone Concrete
- 12" Sandstone Concrete
- 14" Sandstone Concrete
- 16" Sandstone Concrete
- 18" Sandstone Concrete
- 20" Sandstone Concrete
- 22" Sandstone Concrete
- 24" Sandstone Concrete
- 26" Sandstone Concrete
- 28" Sandstone Concrete
- 30" Sandstone Concrete
- 32" Sandstone Concrete
- 34" Sandstone Concrete
- 36" Sandstone Concrete
- 38" Sandstone Concrete
- 40" Sandstone Concrete
- 42" Sandstone Concrete
- 44" Sandstone Concrete
- 46" Sandstone Concrete
- 48" Sandstone Concrete
- 50" Sandstone Concrete
- 52" Sandstone Concrete
- 54" Sandstone Concrete
- 56" Sandstone Concrete
- 58" Sandstone Concrete
- 60" Sandstone Concrete
- 62" Sandstone Concrete
- 64" Sandstone Concrete
- 66" Sandstone Concrete
- 68" Sandstone Concrete
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- 72" Sandstone Concrete
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- 76" Sandstone Concrete
- 78" Sandstone Concrete
- 80" Sandstone Concrete
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- 96" Sandstone Concrete
- 98" Sandstone Concrete
- 100" Sandstone Concrete

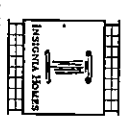
TYPICAL ROADWAY SECTIONS

NO.	DATE	BY	CHKD.	DESCRIPTION
1	02-20-20	...	...	...
2	03-10-20	...	...	...
3	04-15-20	...	...	...
4	05-20-20	...	...	...
5	06-25-20	...	...	...
6	07-30-20	...	...	...
7	08-31-20	...	...	...

**ENGINEERING PLAN**  
**THE GLEN**  
 PRELIMINARY PLAN SUBMITTAL  
 Lombard, Illinois

**HABER ENGINEERING**  
 3425 Kensington Avenue  
 Addison, Illinois 60101

DESIGNED BY: M.G.M.  
 DRAWN BY: S.C.B.  
 CHECKED BY: J.A.S.  
 DATE: 11-15-20



**GENERAL NOTES**

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS APPLICABLE.
3. ALL UTILITIES SHALL BE DEPTH TESTED PRIOR TO CONSTRUCTION.
4. ALL UTILITIES SHALL BE PROTECTED AND DEPTH TESTED PRIOR TO CONSTRUCTION.
5. ALL UTILITIES SHALL BE PROTECTED AND DEPTH TESTED PRIOR TO CONSTRUCTION.
6. ALL UTILITIES SHALL BE PROTECTED AND DEPTH TESTED PRIOR TO CONSTRUCTION.
7. ALL UTILITIES SHALL BE PROTECTED AND DEPTH TESTED PRIOR TO CONSTRUCTION.
8. ALL UTILITIES SHALL BE PROTECTED AND DEPTH TESTED PRIOR TO CONSTRUCTION.
9. ALL UTILITIES SHALL BE PROTECTED AND DEPTH TESTED PRIOR TO CONSTRUCTION.
10. ALL UTILITIES SHALL BE PROTECTED AND DEPTH TESTED PRIOR TO CONSTRUCTION.

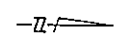
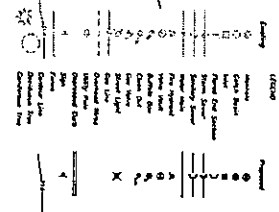


EXHIBIT K: TREE CONSERVANCY PLAN



# The Glen Townhomes Lombard, Illinois

SITE DATA	
NET AREA, SQUARE FEET	5,281 SQUARE FEET (60,891 SQ. FT.)
NO. OF UNITS	40
NET UNIT AREA, SQUARE FEET	87 SQUARE FEET (8,012 SQ. FT.)
NET UNIT AREA, SQUARE FEET	87 SQUARE FEET (8,012 SQ. FT.)
EXTENSION AREA, SQUARE FEET	87 SQUARE FEET (8,012 SQ. FT.)
DECK AREA, SQUARE FEET	1,148 SQUARE FEET
REAR PORCH AREA, SQUARE FEET	1,148 SQUARE FEET
PROPOSED COMMON AREA, SQUARE FEET	1,148 SQUARE FEET
LAND USE	RESIDENTIAL (R-1.5) (SEE ZONING ORDINANCE)
ADDITIONAL NOTES	SEE SHEET 1000 FOR PROPOSED COMMON AREA AND STREET IMPROVEMENTS

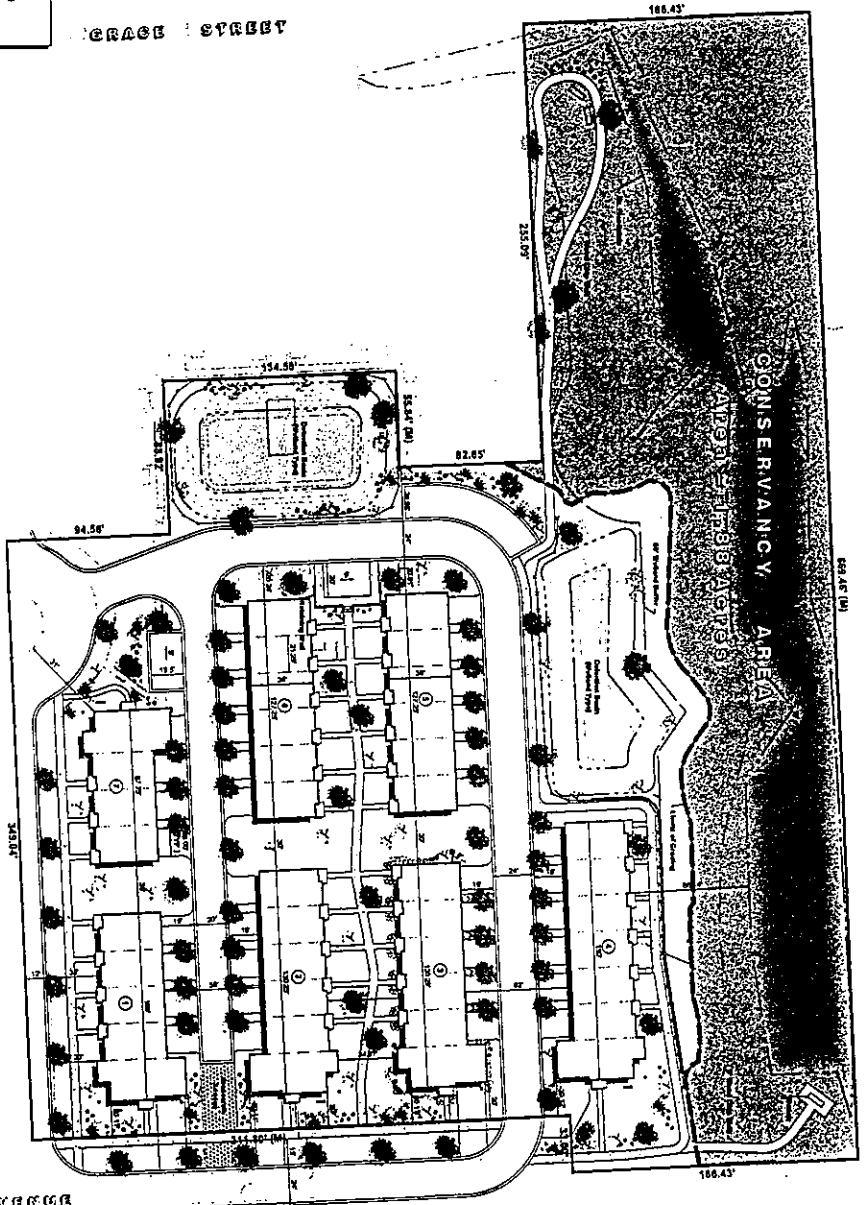


Exhibit 'K'  
Conservancy Area

August, 2003

**ESHAECR ENGINEERING**

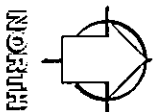
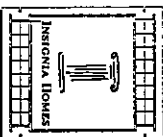
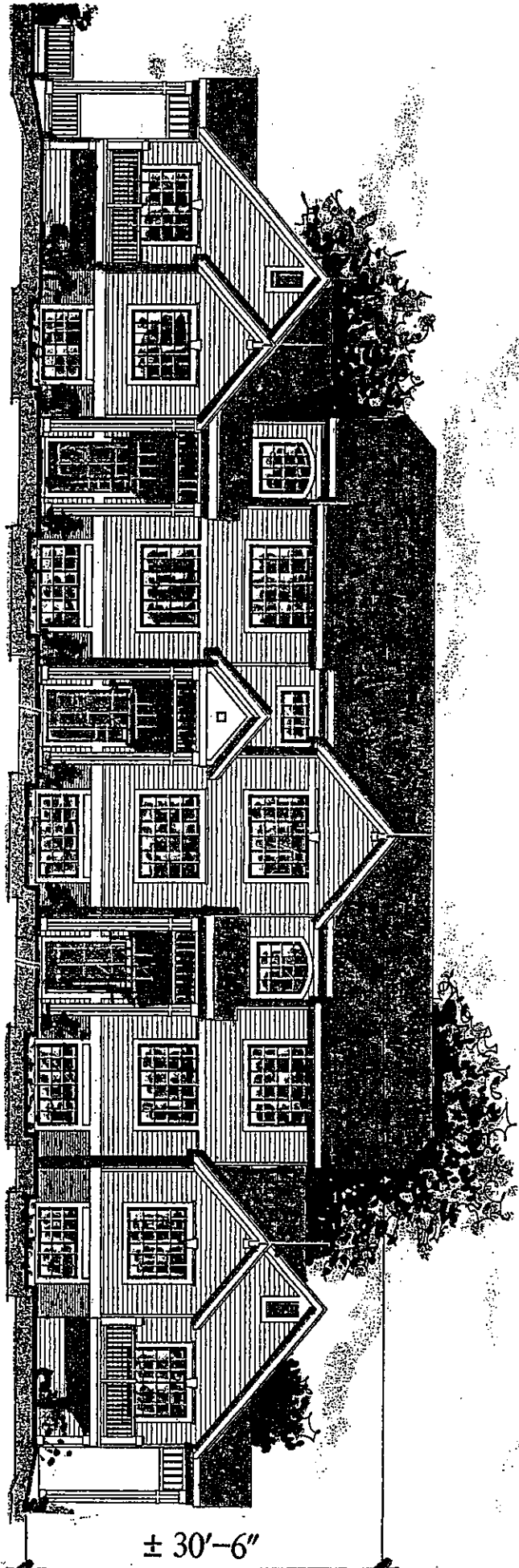


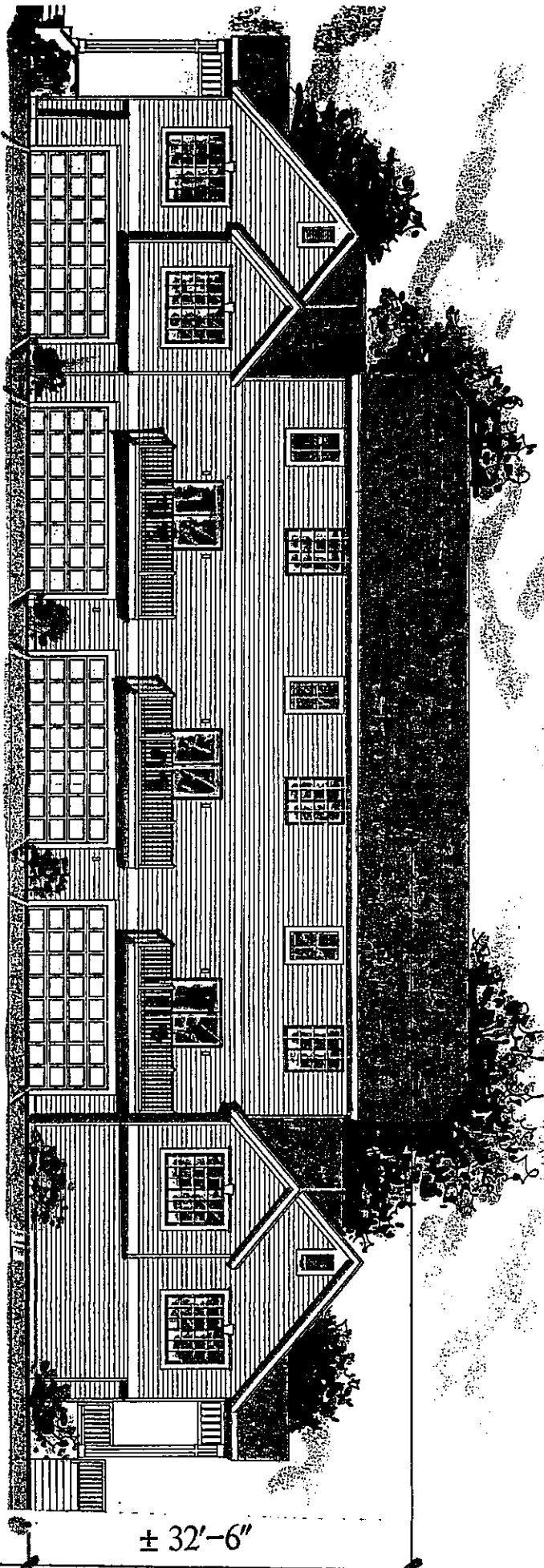
EXHIBIT L: ARCHITECTURAL RENDERINGS

FRONT ELEVATION



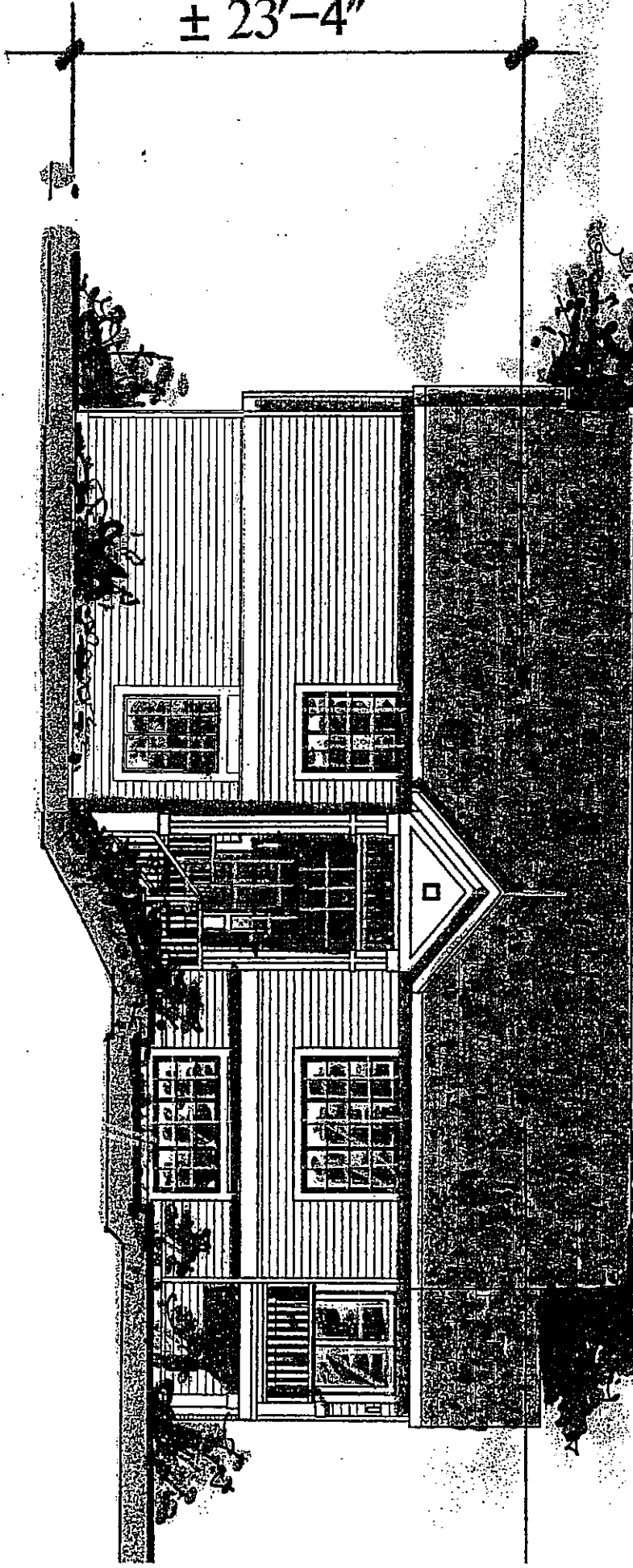
$\pm 30'-6''$

REAR ELEVATION



± 32'-6"

± 23'-4"



SIDE ELEVATION

C

C

C