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FIRST AMENDMENT TO ANNEXATION AGREEMENT BY AND BETWEEN VLAND LOMBARD HIGHLAND, LLC AND THE VILLAGE OF LOMBARD

This Agreement was prepared by,
and after recording please return to:
Frederick M. Kaplan, Esq.
Krasnow Saunders Cornblath, LLP
500 N. Dearborn – 2nd Floor
Chicago, Illinois 60610

PERMANENT INDEX NUMBERS: 06-20-100-021
06-20-100-010
06-20-100-009
06-20-100-008
06-20-100-060
06-20-100-061

COMMON STREET ADDRESS: SWC of Roosevelt & Highland/
SEC of Roosevelt & Garfield
Lombard, Illinois

FIRST AMENDMENT TO ANNEXATION AGREEMENT

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT ("**Amendment**") is made and entered into as of this ___ day of _____, 2004, by and between the Village of Lombard, a municipal corporation ("**Village**") and Vland Lombard Highland LLC, an Illinois limited liability company ("**Developer**").

WITNESSETH:

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

WHEREAS, Developer is the contract purchaser of that certain property legally described on **EXHIBIT B** attached hereto and made a part hereof, which property is within the corporate territorial limits of the Village and is contiguous to the Property along a portion of the south and west perimeter lines of the Property (such adjacent property being the "**Adjacent Property**"); and

WHEREAS, Developer acquired the Property from BP Products North America Inc., a Maryland corporation (the "**Prior Owner**"); and

WHEREAS, the Village and the Prior Owner previously entered into an Annexation Agreement, dated May 2, 2002, that governs the annexation, zoning and development of the Property and that was recorded against the Property with the DuPage County Recorder on September 30, 2002 as Document Number R2002-252316 (the "**Agreement**"); and

WHEREAS, pursuant to the Agreement, the Property has been annexed to the Village and has been rezoned to the B-3 Community Shopping District with certain conditional uses as more fully set forth in the Agreement; and

WHEREAS, the Developer desires to develop the Property and the Adjacent Property for purposes not allowed by the Annexation Agreement and also desires to develop the Property and the Adjacent Property in accordance with a site plan, landscape plan and engineering plans that are inconsistent with the provisions of the Agreement, and Developer, therefore, desires to amend the Agreement in certain respects as hereinafter more fully set forth, including, without limitation , with respect to the provisions of the Agreement concerning (1) the conditional uses that were previously approved for the Property, (2) the variations from the Village's Zoning Ordinance (as defined below) that were previously approved for the Property, and (3) the site plan, landscape plan, sign plan, engineering plans that are referenced in the Agreement; and

WHEREAS, in furtherance of the foregoing, Developer has filed an application with the Village Clerk requesting (1) approval of a conditional use for a planned development in the B-3 Community Shopping District, (2) deviations from Section 155.706 (C) and 155.709(B) of the Village's Zoning Ordinance (as defined below), (3)

deviations from Section 153.505(B)(17)(a)(2) of the Village's Sign Ordinance (as defined below), and (4) conditional uses for a drive-through facility and for an outdoor dining/service establishment (the "**Developer's Application**"); and

WHEREAS, the Developer's Application was forwarded to the Plan Commission of the Village; and

WHEREAS, a public hearing on the Developer's Application was conducted by the Village's Plan Commission on August 16, 2004 pursuant to appropriate and legal notice, and the Plan Commission has submitted to the Corporate Authorities of the Village (the "**Corporate Authorities**") its findings of fact and recommendations with respect to the Developer's Application; and

WHEREAS, a public hearing on this Amendment was held by the Corporate Authorities on the ___ day of _____, 2004; and

WHEREAS, the parties wish to enter into a binding agreement with respect to the amendment of the Agreement upon and subject to the terms and conditions contained in this Amendment; and

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Amendment, in order to make the same effective, have been held or taken, including all hearings and actions required in connection with amendments to, variations from and classifications under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code – hereinafter the "**Zoning Ordinance**"), the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code – hereinafter referred to as the "**Subdivision Ordinance**"), and the Lombard Sign Ordinance (Chapter 153 of the Lombard Village Code – hereinafter the "**Sign 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 Amendment; and

WHEREAS, the Corporate Authorities of the Village and the Developer deem it to the mutual advantage of the parties and in the public interest that the Property and the Adjacent Property be developed as a part of the Village as provided in the Agreement as amended by this Amendment; and

WHEREAS, the development of the Property and the Adjacent Property as provided in the Agreement, as amended by this Amendment, 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 Property and the Adjacent Property in accordance with the terms of the Agreement as amended by this Amendment comply with the Comprehensive Plan of the Village; and

WHEREAS, Corporate Authorities and the Developer desire to amend the Agreement as hereinafter set forth;

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

1. **Incorporation of Recitals**: The Village and the Developer agree that the foregoing recitals are incorporated in this Amendment as if fully recited herein.

2. **Development of the Subject Property**: The Village and the Developer agree that the Property and the Adjacent Property (hereinafter sometimes collectively referred to herein as the "**Subject Property**") shall be developed in accordance with the terms of the Agreement as amended by this Amendment.

3. **Certain Capitalized Terms**. All references in the Agreement to the term "**Subject Property**" shall mean and refer to the Subject Property as defined in this Amendment.

4. **Zoning**: Section 4 of the Agreement is hereby deleted and substituted therefor is the following new Section 4: "Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately (a) rezone and classify the entire Subject Property from the R-1 Single Family residence District to the B-3 Community Shopping District under the Zoning Ordinance, with conditional uses for the Subject Property for (i) a planned development consisting of (A) one multi-tenant retail building of approximately 7,820 square feet, (B) a free standing bank building consisting of approximately 4,193 square feet with related drive-through facility, and (C) future retail and/or restaurant buildings, (ii) a drive-through facility, and (iii) an outdoor dining/service establishment, (b) grant various variations and exceptions from the Village's ordinances, rules and codes as set forth in Section 15 below, and (c) approve the resubdivision of the Subject Property in accordance with the "Plat" (as hereinafter defined)".

5. **Site Plan Approval**: (a) Section 5 of the Agreement is hereby amended by deleting in its entirety the first paragraph thereof and by substituting therefor the following new paragraph: "Developer shall develop the Subject Property in substantial compliance with the Site Plan attached hereto as **EXHIBIT C** and entitled "V-Land Lombard, Roosevelt Rd & Highland Ave, Site Plan – Overall C200", prepared by Woolpert LLC, as last revised on August 5, 2004 ("**Site Plan**"), which Site Plan is hereby incorporated by reference as the same shall be approved by the Village (with any modifications thereto, including those described below in this Section 5). In addition, the Subject Property shall be landscaped in substantial compliance with the landscape plan attached hereto as **EXHIBIT D** and entitled "Landscape Plan LP1" ("**Landscape Plan**") prepared by Arcline Associates, as last revised July 2, 2004, which Landscape Plan is hereby incorporated by reference as the same is approved by the Village (with any modifications thereto). Further, the Subject Property shall be subdivided in substantial

compliance with the plat of subdivision attached hereto and incorporated herein by reference as **EXHIBIT E** and entitled "Preliminary Subdivsion Plat" ("**Plat**") prepared by Woolpert LLP. The buildings to be constructed upon Lot 1 and Lot 2 of the Subject Property (as those Lots are so designated on the Plat) shall substantially conform to the exterior elevations for, respectively, the multi-tenant retail building prepared by Arcline Associates, last revised July 28, 2004, and the exterior elevations for the bank building prepared by Griskelis Young Harnell, last revised August 9, 2004, collectively depicted in **EXHIBIT F** attached hereto and made a part hereof (collectively, the "**Exterior Elevations**").~~"~~

(b) Additionally, notwithstanding any provision of this Agreement to the contrary, the following shall be requirements of the development of the Subject Property:

(i) any trash enclosure screening required by Section 155.710 of the Zoning Ordinance shall be constructed of a material that is consistent with the principal building served by said enclosure;

(ii) only channel lettering shall be used for wall signs;

(iii) awnings, if any, shall not contain any text;

(iv) any watercourse brick that is a part, and near the foundation, of a building shall be compatible with any other brick that forms a part of such building;

(v) the perimeter of any outdoor dining area shall be fenced, with the design of the fence to be subject to the reasonable prior approval of the Village's Director of Community Development;

(vi) any Lot forming a part of the Subject Property from time to time that is not developed as part of the Phase I Improvements (as defined in Section 15(e) below) and that does not have a building on it shall be graded to a level surface, seeded and maintained in a clean and attractive condition until such time as such Lot is further developed;

(vii) a post and rail fence shall be installed ~~[~~along the north ~~*and west sides?]of the Subject Property until* _____~~line of Lot 5 (as designated on the Plat) of the Subject Property, and shall be maintained there until such time as the Tavern (as defined in Section 15(c) below) is demolished pursuant to the provisions of said Section 15(c); and

(viii) the Landscape Plan shall be modified as follows:

(A) additional landscape plantings meeting the transitional landscape yard requirements of the Zoning Ordinance shall be provided along the Subject Property's south property line;

(B) additional trees shall be planted around the perimeter of the detention pond that is intended for Lot 4 of the Development, consistent with Section 154.508 of the Subdivision Ordinance; and

(C) additional landscape plantings consisting of a shade tree and approved ground cover shall be placed on the landscape island located to the south of the outdoor dining area that is depicted on the Site Plan.

6. **Signage:** Section 6 of the Agreement is hereby deleted in its entirety and substituted therefor is the following new Section 6: "Developer agrees to construct a system of signage throughout the Subject Property in accordance with the Exterior Elevations and in full compliance with the Sign Ordinance of the Village, as varied or amended by this Agreement."

7. **Water Utilities**: Section 7 of the Agreement is hereby deleted in its entirety and substituted therefor is the following new Section 7: "The Subject Property has water service available from the Village. Developer, at its own expense, shall install water main extensions in accordance with the lawful requirements of the Village, the Subdivision Ordinance, as varied by this Agreement, and in substantial compliance with the plans and specifications entitled entitled ~~_____~~"V-Land Lombard Preliminary Site Improvement Plans", prepared by Woolpert LLC, dated ~~_____~~August 5, 2004, approved by the Director of Public Works of the Village, or a duly authorized representative, and set forth in **EXHIBIT H** attached hereto and incorporated by reference ("**Engineering Plans**"), as modified by any final engineering plans hereafter approved by the Village for the Subject Property with changes as required. 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. The Village shall fully cooperate with Developer with respect to the application for and issuance of Illinois Environmental Protection Agency permits for the construction and connection of the water facilities.

Developer agrees to pay the Village the tap-on, connection and service fees imposed upon the Subject Property by the Village relative to water service."

8. **Sanitary Sewer Facilities**. The term "Engineering Plans", as used in Section 8 of the Agreement, shall mean the Engineering Plans, as defined in this Amendment.

9. **Storm Drainage Facilities**. The term "Engineering Plans", as used in Section 9 of the Agreement, shall mean the Engineering Plans, as defined in this Amendment.

10. **Easements:** The third and fourth sentences of Section 11 of the Agreement are hereby deleted.

11. **Variations and Exceptions from Local Codes**: Section 15 of the Agreement is hereby deleted in its entirety and substituted therefor is the following new

Section 15: "The specific variations and exceptions from the Village's ordinances, rules, and codes as set forth in **EXHIBIT I** attached hereto and made a part hereof have been requested, approved and shall be permitted with respect to the development, construction, and use of the Subject Property. In the event there are any technical variations or deviations that are presently indicated on the Site Plan, but not explicitly stated on the attached **EXHIBIT I**, that shall in no way invalidate or nullify the Site Plan. Rather, those variations or deviations that are not so indicated shall nevertheless be considered lawful and approved variations or deviations, as if fully set forth on the attached **EXHIBIT I**."

12. **Additional Conditions**: (a) Section 22 of the Agreement is hereby amended by deleting therefrom the paragraphs numbered 2, 3, 4 and 5.

13. **General Provisions**: (a) Section 23 of the Agreement is hereby amended by deleting subparagraph A(2) thereof and substituting therefor the following: "If to Developer:

Vland Lombard Highland, LLC

c/o V-Land Corporation

321 N. Clark Street – Suite 2440

Chicago, Illinois 60610

Attention: President

With a copy to:

Frederick M. Kaplan

Krasnow Saunders Cornblath, LLP

500 N. Dearborn Street – 2nd Floor

Chicago, Illinois 60610"

14. **Village Acknowledgements.** The Village acknowledges the following, each of which is made as of the date of this Amendment:

(a) Neither the Developer nor the Prior Owner are in default of the Agreement, including, without limitation, under Section 23(B)(2) of the Agreement.

(b) The condition described in Section 23(B)(4) of the Agreement has been fully and completed satisfied in accordance with the terms of the Agreement.

(c) The Village is not owed any monies pursuant to Section 23(H) of the Agreement. Developer agrees that, concurrently with the approval of this Amendment, it shall reimburse the Village for the following expenses incurred in the preparation and

review of this Amendment, and any ordinances, letters of credit, plats, easements or other documents in connection with this Amendment: (i) the reasonable costs incurred by the Village for engineering services; (ii) all reasonable attorneys' fees incurred by the Village in connection with the preparation and review of this Amendment; and (iii) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

15. **Additional Development Provisions**. Notwithstanding any provision of the Agreement or this Amendment to the contrary, the Village and Developer agree as follows:

(a) *Cross Parking and Cross Access*. (i) The lots of record that, from time to time, form a part of the Subject Property, whether now existing or hereafter created, are individually referred to in this Amendment, including this Paragraph 15(a), as a "**Lot**", and are collectively referred to in this Amendment, including this Paragraph 15(a), as the "**Lots**". All specific Lot number references in this Amendment are references to the Lot numbers shown on the Plat.

(ii) Each owner of a Lot (the "**Grantor Owner**") shall permit each other owner of a Lot, and such other owner's respective tenants and occupants from time to time, along with their invitees, the non-exclusive right at all times to park vehicles in any of the parking spaces provided for from time to time on the Grantor Owner's Lot, except those spaces, if any, which are designated or reserved for employee only parking.

(iii) The owners from time to time of each of the Lots comprising the Subject Property, and the respective tenants and occupants from time to time of each of those Lots, along with their invitees, shall each have the non-exclusive right at all times to have vehicular access on, over and across the interior drive aisles forming a part of the development hereafter constructed on the Subject Property (the "**Development**") from time to time.

(iv) Such cross parking and access rights shall be reflected in a non-exclusive perpetual easement that is appurtenant to each of the benefited Lots, as set forth above, and that is recorded against the Subject Property.

(b) *13th Street Improvements*. (i) Developer covenants and agrees to do or cause to be done the following improvements to 13th Street, at Developer's sole cost and expense, contemporaneously with its development of Lot 1 and Lot 2 (collectively, the "**13th Street Phase I Improvements**"): (A) the installation of approximately 1,800 square feet of new concrete sidewalk along the north side of 13th Street for the length of the Subject Property's frontage along 13th Street; (B) the planting of seven (7) parkway trees in connection therewith, such planting to occur at fifty foot (50') intervals for the length of the Subject Property's frontage along 13th Street; and (C) milling and overlay work for the temporary resurfacing of 13th Street for the length of the Subject Property's frontage along 13th Street, which work comprises approximately 1,025 square yards of street resurfacing. The 13th Street Phase I Improvements shall be done in accordance with plans and specifications that are approved by the Village Engineer.

(ii) Developer covenants and agrees to do or cause to be done the following improvements to 13th Street (collectively, the "**13th Street Phase II Improvements**"): (A) widen 13th Street for the length of the Subject Property's frontage along 13th Street to a paved width that is equal to the current paved width of 13th Street along the frontage of the property that is immediately south of the Subject Property at its southeast corner, such widening to be for the full pavement depth of 13th Street and to comprise an area of approximately 640 square yards; provided, however, that such widening falls within then existing public right of way; and (B) install curb and gutter (approximately 720 lineal feet), five (5) decorative street lights, and storm sewer work in connection therewith, the latter of which shall consist of (u) approximately 72 lineal feet of 12" reinforced concrete pipe ("**RCP**"), (v) approximately 305 lineal feet of 15" RCP, (w) four (4) 48" diameter storm manholes, (x) two (2) 24" diameter storm inlets, (y) approximately 76 lineal feet of trench backfilling, and (z) the coring of one (1) existing manhole. The 13th Street Phase II Improvements shall be done in accordance with plans and specifications that are approved by the Village Engineer.

(iii) Provided Developer has performed the 13th Street Phase I Improvements, Developer shall commence the 13th Street Phase II Improvements no later than the date that is the fifth (5th) anniversary of the date of this Amendment (the "**Commencement Date**") and shall complete the same within one hundred eighty (180) days of the start of construction, subject to extension due to force majeure events or other reasons, not including financial, beyond the reasonable control of Developer.

(iv) ~~Developer~~(A) The record owner or owners of the Lots comprising the Subject Property from time to time will pay for 50% of the cost of the 13th Street Phase II Improvements (such 50% share being hereinafter referred to as the "**Subject Property's Pro Rata Share**") and the Village will pay, or cause other benefiting property owners to pay, for the remaining fifty percent (50%) of the cost of the 13th Street Phase II Improvements. The Village may, at its election, pay for 100% of the cost of the 13th Street Phase II Improvements and create a Special Assessment Area (an "**SSA**") which includes the Subject Property, in which event, ~~Developer~~the record owner or owners of the Lots comprising the Subject Property from time to time shall reimburse the Village in equal annual installments the ~~Developer's 50% share~~Subject Property's Pro Rata Share of the cost of the 13th Street Phase II Improvements pursuant to said Special Assessment proceeding, with such Special Assessment proceeding to provide for not less than five (5) annual installments nor more than fifteen (15) annual installments.

(B) In the event an SAA shall be created as a means of paying for the Subject Property's Pro Rata Share of the 13th Street Phase II Improvements, then, notwithstanding any provision of this subparagraph (iv) to the contrary, each record owner of any Lot forming a part of the Subject Property from time to time (other than only a lot whose principal purpose is to serve as the location of a storm water management facility for the Development (the "**Excluded Lot**")) shall be severally liable for a proportionate share of the Subject Property's Pro Rata Share of the cost of 13th Street Phase II Improvements. Such proportionate share shall be determined for each Lot (other than the Excluded Lot) by multiplying the sum of money represented by the Subject Property's Pro Rata Share by a fraction, the numerator of which is the square feet of land area comprising the Lot in

question and the denominator of which is total square feet of land area of all of the Lots (other than the Excluded Lot) comprising the Subject Property.

(c) *Demolition of Tavern.* (i) A portion of the Subject Property is subject to a lease dated as of June 1, 1996 by and between one of the current owners of the Adjacent Property, Michelle Trust No. 9 dated December 20, 1996, as landlord, and Edward J. Riley and James Allman, collectively as tenant (the "**Tavern Lease**"). The Tavern Lease pertains to a 27,000 square foot area of the Adjacent Property on which is located a restaurant/bar building commonly known as Riley's Classic Sports and Eatery (the "**Tavern**") and a related off-street parking area. The term of the Tavern Lease expires by its terms June 30, 2006 (the "**Termination Date**").

(ii) Developer, for itself and for each successor owner of the Subject Property, covenants and agrees as follows with respect to the Tavern and the Tavern Lease: (A) Developer will demolish or cause to be demolished the Tavern (the "**Demolition Work**") within 120 days of the expiration or earlier termination of the Tavern Lease, subject, however, to the extension of such date due to force majeure events or other reasons, not including financial, beyond the reasonable control of Developer (such 120th day, as so extended, if at all, being the "**Outside Completion Date**"); (B) Developer will not amend the Tavern Lease to extend the term of thereof, as set forth above; (C) Developer will not grant the tenant under the Tavern Lease the right to keep or maintain the Tavern on any of the Subject Property after the earlier to occur of (x) the Termination Date, or (y) if applicable, the earlier termination of the Tavern Lease; (D) as security for Developer's obligation to do or cause to be done the Demolition Work, Developer will provide to the Village (by no later than, and as a condition of, the issuance of the first occupancy permit for either Lot 1 or Lot 2) a bond or other form of security in the amount of the reasonably estimated costs of the Demolition Work and, in either case, in form and substance and issued by a surety or financial institution reasonably acceptable to the Village (the "**Demolition Work Completion Security**"); and (E) in the event that Developer fails to complete or cause to be completed the Demolition Work by the Outside Completion Date, then Developer hereby grants the Village the right to do or cause to be done the Demolition Work with its own forces, to use the Demolition Work Completion Security for such purposes, and to have access on, over and across the Subject Property as is reasonably necessary for such purposes; provided, however, before the Village may exercise the foregoing right, the Village shall have first notified the Developer that the Demolition Work has not been completed by the Outside Completion Date, and a period of thirty (30) days after the Developer's receipt of such notice shall have elapsed without the completion of the Demolition Work.

(d) *Garfield Street Improvements*. Developer covenants and agrees to do or cause to be done, at its sole cost and expense, the following improvements to Garfield Street contemporaneously with its development of Lot 3 (collectively, the "**Garfield Street Phase I Improvements**"): (i) the installation of approximately 1,825 lineal feet of new concrete sidewalk along the east side of Garfield Street between 13th Street and Roosevelt Road; (ii) the planting of seven (7) parkway trees in connection therewith; and (iii) the installation of four (4) decorative street lights also in connection with the

foregoing improvements. The Garfield Street Phase I Improvements shall be done in accordance with plans and specifications that are approved by the Village Engineer.

(e) *Phasing of Work*. (i) The Village acknowledges that the Developer intends to construct the Development in two (2) phases, with the earthwork, utilities, storm water management, paving, lighting, landscaping and building construction work for Lots 1, 2 and 4 being undertaken (the "**Phase I Improvements**") prior to the time that improvements for Lot 3 and Lot 5 (the "**Phase II Improvements**") are commenced. The Village agrees that it will issue construction and occupancy permits and certificates for the Phase I Improvements hereto notwithstanding that the Phase II Improvements may not have been commenced (or, if commenced, may not have been completed) at the time of an application to the Village for any one or more of the construction and occupancy permits for the Phase I Improvements.

(ii) The Village acknowledges and agrees that the size of the retail and/or restaurant building or buildings that Developer shall be permitted to construct as part of the Phase II Improvements shall be determined by the bulk regulations of the Zoning Ordinance, as then in effect, including the amount of off street parking then required by the Zoning Ordinance for the proposed use or uses.

16. **Exhibits.** All exhibits that are attached to and made of the Agreement (the "**Old Exhibits**") are hereby superceded by the exhibits that are attached to and made a part of this Amendment (the "**New Exhibits**"). Accordingly, the Old Exhibits are no longer of any force or effect, and the New Exhibits, alone, shall be deemed to be controlling.

17. **Closing Condition**. Notwithstanding any provision of this Amendment to the contrary, it is understood and agreed that this Amendment and the mutual covenants, promises and obligations of each of the parties hereto is contingent upon Developer having acquired fee simple title to the Adjacent Property on or before December 31, 2004. Accordingly, this Amendment shall be null, void and of no force and effect unless, by no later than December 31, 2004, (a) the current titleholder of the Adjacent Property shall have conveyed legal title to the Adjacent Property to the Developer, and (b) the Developer shall have provided written notice to the Village of the date of such acquisition (the "**Acquisition Notice**"). The Village and the Developer may agree in writing to extend the said December 31, 2004 date without the same being deemed to be an amendment to this Agreement. In the event that this Amendment shall become null, void and of no force or effect as a result of this paragraph, the Agreement in its entirety, as originally approved by the Village and not as amended by this Amendment, shall be reinstated and be in full force and effect relative to the Property.

18. **Effectiveness of the Agreement**. The Agreement, except to the extent amended by this Amendment, remains in full force and effect as if fully set forth herein.

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

VILLAGE OF LOMBARD, an Illinois

Municipal corporation

By:_____

Name:_____

Title: Its President

_____

Name:_____

Title: Village Clerk

DEVELOPER

VLAND LOMBARD HIGHLAND, LLC

By:_____

Name: Steven J. Panko

Title: Its Manager

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 1, 2 AND 3 AND THE EAST 21 FEET OF LOT 4 IN ROOSEVELT HIGHLANDS SHOPPING CENTER, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1954 AS DOCUMENT 738449, IN DU PAGE COUNTY, ILLINOIS.

EXHBIT B

LEGAL DESCRIPTION OF THE ADJACENT PROPERTY

PARCEL 1:

LOT 4 (EXCEPT THE EAST 21 FEET) IN ROOSEVELT HIGHLANDS SHOPPING CENTER, A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1954 AS DOCUMENT 738449, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN MERL RESUBDIVISION OF LOT 33, EXCEPT THE WEST 25 FEET THEREOF, ALL OF LOTS 34, 35, 36, 37, 38, 39 AND 40, ALL IN HARRISON HOMES, INC. LOMBARD VILLA UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF WEST ½ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 22, 1976 AS DOCUMENT R76-84675, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

LOT 2 MERL RESUBDIVISION OF LOT 33, EXCEPT THE WEST 25 FEET THEREOF, ALL OF LOTS 34, 35, 36, 37, 38, 39 AND 40, ALL IN HARRISON HOMES, INC. LOMBARD VILLA UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF WEST ½ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 22, 1976 AS DOCUMENT R76-84675, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT C

SITE PLAN

EXHIBIT D

LANDSCAPE PLAN

EXHIBIT E

PRELIMINARY SUBDIVISION PLAT

EXHIBIT F

EXTERIOR ELEVATIONS

EXHIBIT G

INTENTIONALLY OMITTED

EXHIBIT H

ENGINEERING PLANS

EXHIBIT I

VARIATIONS AND EXCEPTIONS

NOTE: ALL LOT DESIGNATIONS ON THIS EXHIBIT I ARE TO THE LOTS, AS SHOWN ON THE PRELIMINARY SUBDIVISION PLAT ATTACHED AS EXHIBIT E TO THE FIRST AMENDMENT TO ANNEXATION AGREEMENT TO WHICH THIS EXHBIT I IS ALSO ATTACHED.

FOR LOT 1:

1) A deviation from Section 155.706(C) and 155.709(B) of the Zoning Ordinance reducing the required perimeter parking lot landscaping from five feet (5') to zero feet (0') to provide for shared cross access and cross parking.

2) A deviation from Section 153.505(B)(17)(a)(2) of the Sign Ordinance to allow for more than one wall sign on a street frontage.

FOR LOT 2:

1) A deviation from Section 155.706(C) and 155.709(B) of the Zoning Ordinance reducing the required perimeter parking lot landscaping from five feet (5') to zero feet (0') to provide for shared cross access and cross parking.

2) A deviation from Section 153.505(B)(17)(a)(2) of the Sign Ordinance to allow for more than one wall sign on a street frontage.

FOR LOT 3:

1) A deviation from Section 155.706(C) and 155.709(B) of the Zoning Ordinance reducing the required perimeter parking lot landscaping from five feet (5') to zero feet (0') to provide for shared cross access and cross parking.