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KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
04/18/2022 11:28 AM

DOCUMENT # R2022-038868

ORDINANCE 8043

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXING AGREEMENT

**PIN(s): : 06-20-301-017, 06-20-301-019, 06-20-301-072,
06-20-301-073, 06-20-302-005**

ADDRESS: 14, 101, 104 and 112 E. 20th Street, Lombard, IL

**Prepared by and Return To:
(Village of Lombard)
255 E. Wilson Avenue
Lombard, IL 60148**



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

I further certify that attached hereto is a true and correct copy of

ORDINANCE NO 8043

BOT 22-01:14, 101, 104, and 112 E. 20th
Street, Norbury Crossings Subdivision,
Annexation Agreement

06-20-301-073, 06-20-302-005
PINS: 06-20-301-017, 06-20-301-019, 06-20-301-072
ADDRESS: 14, 101, 104, and 112 E. 20th Street, Lombard, IL

of the said Village as it appears from the official records
of said Village duly approved this 7th day of
April, 2022.

In Witness Whereof, I have hereunto affixed my official signature
and the Corporate Seal of said **Village of Lombard**, DuPage County,
Illinois this 13th of April, 2022.

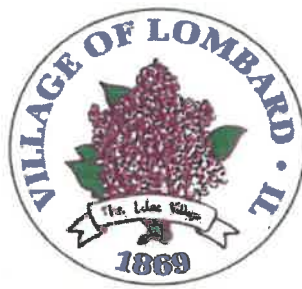




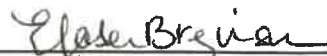
Sheila York
Deputy Village Clerk
Village of Lombard
DuPage County, Illinois

**ORDINANCE 8043
PAMPHLET**

**BOT 22-01:14, 101, 104 AND 112 E. 20TH STREET
NORBURY CROSSINGS SUBDIVISION, ANNEXATION AGREEMENT**



PUBLISHED IN PAMPHLET FORM THIS 8TH DAY OF APRIL, 2022, BY ORDER OF
THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE
COUNTY, ILLINOIS.



Elizabeth Brezinski
Village Clerk

ORDINANCE NO. 8043

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

(BOT 22-01: 14, 101, 104 and 112 E. 20th Street)

(See also Ordinance No. (s) 8044, 8045, 8046)

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 14, 101, 104 and 112 E. 20th Street, Lombard, Illinois to be entered into; and,

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

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

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on March 3, 2022.

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 hererby 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 14, 101, 104 and 112 E. 20th Street, Lombard, Illinois, and legally described as follows:

PARCEL 1

TRACT 26 AND THE NORTH 311.50 FEET (AS MEASURED ALONG THE EAST AND WEST LINES THEREOF) OF TRACT 25 IN FRED'K H. BARTLETT'S HILLSDALE FARMS, BEING A SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 20 AND THE EAST 50 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1941 AS DOCUMENT 422592, IN DUPAGE COUNTY, ILLINOIS.

Ordinance No. 8043

Re: BOT 19-01

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PARCEL 2

TRACT 24 AND TRACT 25 EXCEPT THE NORTH 311.50 FEET (AS MEASURED ALONG THE EAST AND WEST LINES THEREOF) OF TRACT 25 IN FRED'K H. BARLETT'S HILLSDALE FARMS, BEING A SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 20 AND THE EAST 50 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1941 AS DOCUMENT 422592, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3

ALSO THE NORTH ½ OF TRACT 19 IN FREDERICK H. BARTLETT'S FARMS, A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1941 AS DOCUMENT 422592, IN DUPAGE COUNTY, ILLINOIS.

Parcel Number(s): 06-20-301-017, 06-20-301-019, 06-20-301-072, 06-20-301-073, 06-20-302-005

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 17th day of March, 2022.

First reading waived by action of the Board of Trustees this _____ day of _____, 2022.

Passed on second reading this 7th day of April, 2022, pursuant to a roll call vote as follows:

Ayes: Village President Giagnorio, Trustee LaVaque, Puccio, Dudek, Honig, Militello, and Bachner

Nays: None.

Absent: None.

Ordinance No. 8043
Re: BOT 19-01
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Approved by me this 7th day of April, 2022.


Keith T. Giagnorio, Village President

ATTEST:


Elizabeth Brezinski, Village Clerk

Published in pamphlet from this 8th day of April, 2022.


Elizabeth Brezinski, Village Clerk

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 Keith Giagnorio, personally known to me to be the President of the Village of Lombard, and Elizabeth Brezinski, personally known to me to be the 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 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 7th day of April, 2022.

Commission expires October 7, 2025



Notary Public



COUNTY OF COX)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Robert H. Mueller being the President of United Home Builders, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President of United Home Builders, Inc., they signed and delivered the said instrument as President of United Homebuilders, Inc., and Owner of the Subject Properties.

Given under my hand and seal this 5TH day of APRIL, 2022.




Notary Public

Space above reserved for Recorder's use

**ANNEXATION AGREEMENT DATED April 7, 2022
FOR THE
NORBURY CROSSINGS SUBDIVISION, LOMBARD, IL.**

Parcel Nos.: 06-20-301-017, 06-20-301-019, 06-20-301-072, 06-20-301-073, 06-20-302-005

Common Addresses: 14, 101, 104 and 112 E. 20th Street, Lombard, Illinois

AFTER RECORDING RETURN TO:

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

NORBURY CROSSINGS SUBDIVISION ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this _____ day of _____ 2022, by and between the **VILLAGE OF LOMBARD**, a municipal corporation (the "Village") and; Robert H. Mueller, President of United Home Builders, Inc. (collectively the "Owner"). The Village and the Owner are hereinafter sometimes referred to herein individually as a "Party," and collectively as the "Parties".

WITNESSETH:

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

WHEREAS, Owner proposes to develop the Subject Properties; and

WHEREAS, the Subject Properties are adjacent to and contiguous to the existing corporate boundaries of the Village; and

WHEREAS, the Village desires to annex the Subject Properties and the Owner desires to have the Subject Properties annexed to the Village, and each of the Parties desire to obtain assurances from the other Party as to certain provisions of the zoning and other ordinances of the Village for the Subject Properties when the Subject Properties 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 Properties are an approximate 6.63-acre parcel of land and there are zero (0) electors residing thereon; and

WHEREAS, all owners of record of, and at least fifty-one percent (51%) of the electors residing on the Subject Properties have signed a petition for annexation of the Subject Properties to the Village, (the "Annexation Petition"); and

WHEREAS, an application has heretofore been filed with the Village Clerk for zoning of the Subject Properties as set forth herein; and

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

WHEREAS, a public hearing was held on January 24, 2022, for the purpose of considering, upon the annexation of the Subject Properties, a rezoning from the R-0 Single Family Residence District to the R-2 Single-Family Residence District under Chapter 155 of the Lombard Village Code, (the "Zoning Ordinance") and a conditional use for a planned development and companion variances and deviations as set forth herein, for the Subject Properties legally described in **EXHIBIT A** attached hereto and made part hereof; with zoning relief of a map amendment for the Subject Properties, and the Plan Commission has submitted to the President and Board of Trustees of the Village (the "Corporate Authorities") its findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing pursuant to proper notice, on this Agreement, was held by

the Corporate Authorities on _____, 2022; and

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

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

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

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

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

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated in this Agreement as if fully recited herein.
2. **DEVELOPMENT OF SUBJECT PROPERTIES.** The Subject Properties shall be developed in accordance with the terms of this Agreement and the exhibits attached hereto and made a part hereof. To the extent that any exhibit attached hereto and made a part of this Agreement is labeled as preliminary, the final documents shall be in substantial compliance with the preliminary documents attached hereto. The existing single-family homes may remain on the Subject Properties until Owner is prepared to develop the Subject Properties.
3. **ANNEXATION.** Subject to the provisions of 65 ILCS 5/7-1-1 et seq, as soon as reasonably practical, the Parties agree to do all things necessary or appropriate to cause the Subject Properties to be duly and validly annexed to the Village. The Parties shall cause such annexation to be effected pursuant to the provisions of 65 ILCS 5/7-1-8.
4. **ZONING.** Upon annexation of the Subject Properties to the Village as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and

classify the Subject Properties as referenced in **Exhibit A** from the R0 Single Family Residence District to the R2 Single-Family Residence District, with a conditional use for a planned development with the following variations and deviations as follows:

- a. Pursuant to Section 154.507(D) of Village Code, approve variations for stormwater outlots as follows:
 - i. For Outlot A, a variation to allow an outlot with a frontage width of zero feet abutting an improved public street, where 20 feet is required;
 - ii. For Outlot C, a variation to allow an outlot with a frontage width of 10 feet abutting an improved public street, where 20 feet is required; and
 - iii. For Outlot D, a variation to allow an outlot with a frontage width of 12 feet abutting an improved public street, where 20 feet is required.
- b. Pursuant to Section 155.407(D) of Village Code, approve deviations for lot area as follows:
 - i. For Lot 1, allow a lot area of 6,766 square feet, where 7,500 square feet is required;
 - ii. For Lot 2, allow a lot area of 6,906 square feet where 7,500 square feet is required;
 - iii. For Lot 7, allow a lot area of 6,644 square feet where 7,500 square feet is required;
 - iv. For Lot 9, allow a lot area of 7,444 square feet where 7,500 square feet is required;
 - v. For Lot 15, allow a lot area of 6,824 square feet where 7,500 square feet is required;
 - vi. For Lot 16, allow a lot area of 6,477 square feet where 7,500 square feet is required;
- c. Pursuant to Section 155.407(E) of Village Code, approve deviations for lot width as follows:
 - i. For Lot 1, allow a lot width of 58 feet where 60 feet is required;
 - ii. For Lot 9, allow a lot width of 51.3 feet where 60 feet is required;
- d. Pursuant to Section 155.407(F)(1) of Village Code, approve a deviation to allow a minimum front yard setback of 30 feet for Lots 1 through 19, irrespective of the front yard setback of existing single-family dwellings on abutting lots;
- e. Pursuant to Section 155.407(H) of Village Code, approve deviations for open space as follows:
 - i. For Lots 1, 2, 7, 9, 15 and 16, approve deviations for minimum open space in order to allow 3,750 square feet of lot coverage, with the remaining lot area being provided as open space.

5. SITE PLAN APPROVAL. The Owner shall develop the Subject Properties in full compliance with the plans and specifications entitled "Site Improvement Plans Norbury Crossing", prepared by Woolpert, dated January 17, 2020, and last revised January 4, 2022,

attached hereto as **EXHIBIT B** and made part hereof (the "Plans and Specifications"), both subject to changes based upon final engineering. In addition, the Subject Properties shall be landscaped in full compliance with Village Code. Said landscaping shall be amended to incorporate any additional planting modifications as required by the Village as part of final engineering review and approval, and as conditioned within any Ordinance approving any requested planned development.

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

7. **WATER UTILITIES.**

A. Village represents and warrants to Owner as follows:

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

B. Owner, at Owner's sole expense, shall install water main extensions in accordance with the Subdivision Ordinance and substantially in compliance with the Plans and Specifications. The Parties agree that Owner shall pay all Village water connection charges as required by the Lombard Village Code (the "Village Code") at the time of connection.

C. Owner shall grant or dedicate all easements reasonably required by the Village for the construction of the necessary water main extensions serving the Subject Properties.

8. **SANITARY SEWER FACILITIES.**

A. Village represents and warrants to Owner as follows:

- (1) That it owns and operates a sanitary sewer system within the Village.
- (2) That the Village system has sufficient capacity to provide and will provide sanitary sewer service to the Subject Properties, such service to be substantially the same as provided to other attached single-family residential areas in the Village being provided with sanitary sewer by the Village.

B. Owner, at Owner's sole expense, shall install sanitary sewer extensions necessary to serve the Subject Properties in accordance with the Plans and

Specifications. The parties agree Owner shall pay all Village sanitary sewer connection charges as required by the Village Code at the time of connection.

- C. Owner shall grant or dedicate all easements reasonably required by the Village for the construction of the necessary sanitary sewer extensions serving the Subject Properties.

9. STORM DRAINAGE FACILITIES.

- A. Storm drainage facilities, and retention and/or detention areas (the "Storm Drainage Facilities") shall be provided and constructed by Owner, at Owner's sole expense, substantially in accordance with the Plans and Specifications within the Subject Properties.

In addition, the Storm Drainage Facilities shall be maintained by the Owner and/or any subsequent owner(s) of record of the Subject Properties. Such Storm Drainage Facilities shall be maintained by the Owner during the course of development, and thereafter shall be maintained by either the Owner or by the subsequent owner(s) of record of the Subject Properties, all in accordance with a Declaration of Covenants to be recorded on the Subject Properties, which Declaration of Covenants shall provide the Village with the right, but not the duty, to go upon any portion of the Storm Drainage Facilities to maintain and/or repair or replace such Storm Drainage Facilities if they are not suitably maintained so that they remain fully operational, and if the Village takes, after thirty (30) day written notice to the Owner, in its reasonable discretion, any such action, such Declaration of Covenants shall provide that the owner(s) of the Subject Properties shall immediately upon demand reimburse the Village for all reasonable expenses incurred by the Village against the particular portion of the Subject Properties, and if not promptly paid, the Declaration of Covenants shall provide the Village the right to record a lien for any such unpaid expenses against the Subject Properties or any portion thereof, and to foreclose on any such lien. Prior written notice shall not be required in emergency situations, as determined in the sole discretion of the Village. In regard to the Storm Drainage Facilities, provisions specified by the Village's Director of Community Development shall be set forth on the final Plat of Subdivision and in a Declaration of Covenants to be recorded relative to the Subject Properties, with said Declaration of Covenants clearly indicating that the language cannot be amended or deleted from said Declaration of Covenants, without the prior written consent of the Village. Notwithstanding the forgoing, the Owner obligations shall cease upon conveyance of the Storm Drainage Facilities to the association created by the Declaration of Covenants, at which time said obligations shall be the obligations of the then current owner(s) of the Subject Properties.

- 10. **DEVELOPMENT AGREEMENT.** The Owner and the Village shall enter into a development agreement governing development of the Subject Properties,

substantially in the form as set forth in EXHIBIT D, attached hereto and made part hereof, (the "Development Agreement").

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

12. **EASEMENTS.** Owner shall provide all easements for public utilities, drainage and cable television as depicted on EXHIBIT C, attached hereto and made part hereof, and as required by final engineering plans.

13. **EASEMENT FOR OUTLOT A.** Owner will provide a cross-access easement in a form acceptable to the Village in order to provide access to Outlot A. If Owner provides cross-access to Outlot A via property not under Owner's control, the cross-access easement agreement between the Owner and all other relevant parties shall be finalized and recorded with DuPage County Recorder of Deeds prior to or concurrent with the submittal of the final plat of subdivision for approval by the Village Board. The cross-access easement providing access to Outlot A shall be referenced on the final plat of subdivision. The Owner may also satisfy the cross-access provisions to Outlot A through a proposed easement for cross-access on an abutting lot contiguous to a proposed public right-of-way and as depicted and identified on the Final Plat of Subdivision. Said cross-access easement shall be at least ten (10') feet in width, with further recorded covenants and restrictions stating that all buildings, structures and landscaping (excluding grass) shall not be placed within the easement area.

14. **RECAPTURE AGREEMENT.** In the event that a recapture agreement is entered into by the Parties, relative to any water or sanitary sewer mains extensions constructed by the Owner, the recapture agreement shall be in the form as attached hereto as EXHIBIT E, and made part hereof.

15. **FEES.** In consideration of the impact of the development of the Subject Properties 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 Properties with water and sewers, Owner agree to pay all applicable permit (including, but not limited to building permit) and utility connection fees as required by the Village Code at the time of application for the respective permits.

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

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

18. **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 in accordance with final engineering plans approved by the Director of Community Development.

19. **REMOVAL OF STREET IMPROVEMENTS.** Developer agrees to pay the costs and facilitate the removal of any surplus asphalt or curbing within the Norbury Avenue right-of-way immediately north of Lot 1 and Wetland Area A of the Subject Properties (i.e. the hammerhead adjacent to Lot 18 and Outlot B in the Yorkshire Woods Subdivision). The surplus asphalt and curbing shall be removed at such time that Norbury Avenue has been extended to 20th Street. The impacted areas shall be regraded and sodded.

20. **ANNEXATION TO THE HELEN PLUM MEMORIAL LIBRARY DISTRICT.** The Owner agrees to petition the Helen Plum Memorial Library District to have the Properties annexed to the Helen Plum Memorial Library District upon its annexation to the Village.

21. **ANNEXATION TO THE LOMBARD PARK DISTRICT.** The Owner agrees to petition the Lombard Park District to have the Properties annexed to the Lombard Park District upon its annexation to the Village.

22. **PLAN COMMISSION CONDITIONS OF APPROVAL.** The Owner agrees to comply with the conditions of approval tied to the Plan Commission's recommendation of approval for PC 22-01, as follows:

1. That the petitioner shall develop the site in accordance with the plans submitted as part of this petition and referenced in the Inter-Departmental Review Committee Report, except as they may be changed to conform to Village Code;
2. That the petitioner shall satisfactorily address all comments noted within the Inter-Departmental Review Committee Report;
3. The cross-access easement providing access to Outlot A shall be finalized and recorded with DuPage County prior to submittal of the final plat of subdivision for approval by the Village Board, with said cross-access easement referenced on the final plat of subdivision; and
4. This approval shall be subject to the commencement time provisions as set forth within Section 155.103(F)(11).

23. **YORKSHIRE WOODS LANDSCAPE ISLAND IMPROVEMENTS.** The Village and Developer recognize that the Yorkshire Woods Homeowner's Association, an association consisting of owners of single family residential properties located immediately north of the Subject Property, is seeking to have a new landscape island placed within the existing Norbury Avenue publicly dedicated right-of-way under jurisdictional control of the Village. The final location and design specifications of the proposed landscape island shall be solely determined by and approved by the Village. The Developer shall not be responsible for the design nor construction of the landscape island. However, should the

Village approve a landscape island plan, the Developer shall take reasonable efforts to facilitate and accommodate the Village's and/or Yorkshire Woods Homeowner's Association's contractors to undertake the construction of the landscape island. Said cooperation shall include coordinating construction activity as set forth within Section 19 above or any other required public improvements to be undertaken by the Developer within the Norbury Avenue right-of-way.

24. GENERAL PROVISIONS.

- A. **Notices.** Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village or
Corporate Authorities:

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

With Copies to:

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

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

Jason A. Guisinger
Anne M. Skrodzki
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606

If to the Owner:

Robert H. Mueller, President
United Home Builders, Inc.
738 S. Elizabeth Street
Lombard, IL 60148

Andrew J. Draus, Attorney
53 E. St. Charles Road
Villa Park, IL 60181

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

B. Continuity of Obligations.

1. The provisions of this Agreement, except as to various covenants running with the land and the obligation to provide such and the further exception set forth below in this subsection, obligating Owner, shall not be binding upon the successors in title to the Owner who have purchased individual dwellings or improved individual lots as the ultimate consumers thereof (namely the individuals who actually own and reside in the attached single-family residences 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 Sections ____ in regard to special assessments 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 of the Subject Properties or any portion thereof, including Outlots A, B, C and/or D (Stormwater Management and Detention Areas), but excluding any sale or conveyance by Owner of any individual attached single-family residences while Owner is acting in the regular course of its business of a developer selling or transferring such dwellings to the ultimate consumers thereof, Owner shall notify the Village in writing, within thirty (30) working days after the closing of such sale or conveyance, of any and all successors in title to all or any portion of the Subject Properties. Such written notice shall include identification of the names(s) of such successor(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance or real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection 25B.
3. Upon the condition that the requirements of this subsection 25B have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner successors in any manner in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality. In the event that the requirements of this subsection 25B have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner successors in any manner in title until such time as Owner 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 Properties by Owner in accordance with subsection

25B(2) above, the Owner shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner by this Agreement until such obligations have been fully performed or until Village, in the exercise of its reasonable discretion, has otherwise released Owner from any and all such obligations.

5. Except as otherwise provided in this subsection 25B, all the terms and conditions of this Agreement shall constitute covenants running with the land.
- C. **Court Contest.** In the event the annexation of the Subject Properties, the classification of the Subject Properties for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period mentioned in subsection 25T below.
- D. **Remedies.** The Village and Owner, and 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 either Party, or their successors or assigns, which default exists uncorrected for a period of thirty (30) days after written notice to the 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 Properties be designated for public purposes, except as otherwise provided in this Agreement or except as may be consented to in writing by Owner.
- F. **Conveyances.** Nothing contained in this Agreement shall be construed to restrict or limit the right of Owner to sell or convey all or any portion of the Subject Properties, whether improved or unimproved, except as otherwise specifically set forth herein.
- G. **Survival of Representation.** Each of the Parties agrees that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.

H. **Captions and Paragraph Headings.** The captions and paragraph headings used herein are for convenience only and are not part of this Agreement and shall not be used in construing it.

J. **Reimbursement to Village for Legal and Other Fees and Expenses.**

1. To the Effective Date of Agreement. The Owner concurrently with annexation and zoning of the Subject Properties 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 Properties:

- (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 Properties; and
- (c) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.

2. From and After Effective Date of Agreement. Except as provided in this subsection upon demand by Village made by and through its Director of Community Development, Owner from time to time shall promptly reimburse Village for all reasonable expenses and cost incurred by Village in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses.

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

Notwithstanding the foregoing, Owner 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 the Village, which relate to the terms of this Agreement, then, in that event, the Owner, 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 shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
 - (b) If the Village, in its reasonable discretion, determines there is, or may probably be, a conflict of interest between Village and Owner and/or Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner 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 wherewith.
- 4. In the event the Village institutes legal proceedings against Owner for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith (and any appeal thereof). Owner may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner.
- K. **No Waiver or Relinquishment of Right to Enforce Agreement.** Failure of either 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 Properties imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- L. **Village Approval or Direction.** Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.
- M. **Recording.** A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Owner.

- N. **Authorization to Execute.** The officers of Owner executing this Agreement warrant that they have been lawfully authorized by Owners Board of Directors to execute this Agreement on behalf of said Owner. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Corporate Authorities to execute this Agreement. The Owner and Village shall deliver to each other upon request copies of all bylaws, joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.
- O. **Amendment.** This Agreement sets forth all promises, inducements, agreements, conditions and understandings between the Owner and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them. This Agreement may be amended by the Village and the Owner of record of a portion of the Subject Properties as to the provisions applying thereto, without the consent of the Owners of other portions of the Subject Properties.
- P. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.
- Q. **Conflict Between the Text and Exhibits.** In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.
- R. **Definition of Village.** When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.
- S. **Execution of Agreement.** This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he/she signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.
- T. **Terms of Agreement.** This Agreement shall be in full force and effect for a term of twenty (20) years from and after date of execution of this Agreement.
- U. **Venue.** The Parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

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

VILLAGE OF LOMBARD

ATTEST:

By: [Signature]
Keith Giagnorio
Village President

[Signature]
Elizabeth Brezinski
Village Clerk

DATED: 4/7/22

OWNER
Robert H. Mueller
President of United Home Builders, Inc.
738 S. Elizabeth Street
Lombard, IL 60148

ATTEST:

Sign Name: [Signature]

Sign Name: _____

Print Name: ROBERT H. MUELLER

Print Name: _____

Title: PRESIDENT

Title: _____

DATED: APRIL 5, 2022

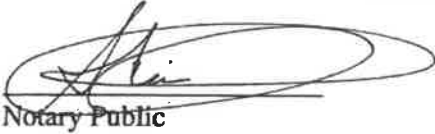
ACKNOWLEDGMENTS

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 Keith Giagnorio, personally known to me to be the President of the Village of Lombard, and Elizabeth Brezinski, personally known to me to be the 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 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 7th day of April, 2022.

Commission expires October 7, 2025.


Notary Public



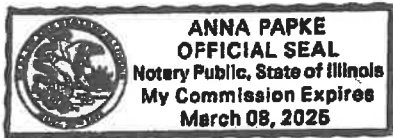
STATE OF ILLINOIS)

) SS.

COUNTY OF COX)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Robert H. Mueller being the President of United Home Builders, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President of United Home Builders, Inc., they signed and delivered the said instrument as President of United Homebuilders, Inc., and Owner of the Subject Properties.

Given under my hand and seal this 5TH day of APRIL, 2022.




Notary Public

SCHEDULE OF EXHIBITS

EXHIBIT A:	Legal Description of Subject Properties
EXHIBIT B:	Plans & Specifications
EXHIBIT C:	Preliminary Plat of Subdivision
EXHIBIT D:	Development Agreement
EXHIBIT E:	Recapture Agreement

**EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTIES**

_____, IN DUPAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-20-301-01706-20-301-019, 06-20-301-072, 06-20-301-073, 06-20-302-005

PARCEL 1:

TRACT 26 AND THE NORTH 311.50 FEET (AS MEASURED ALONG THE EAST AND WEST LINES THEREOF) OF TRACT 25 IN FREDK H. BARTLETT'S HILLSDALE FARMS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20 AND THE EAST 50 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1941 AS DOCUMENT 422592, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

TRACT 24 AND TRACT 25 EXCEPT THE NORTH 311.50 FEET (AS MEASURED ALONG THE EAST AND WEST LINES THEREOF) OF TRACT 25 IN FREDK H. BARTLETT'S HILLSDALE FARMS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20 AND THE EAST 50 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1941 AS DOCUMENT 422592, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

ALSO THE NORTH 1/2 OF TRACT 19 IN FREDERICK H. BARTLETT'S FARMS, A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1941 AS DOCUMENT 422592, IN DUPAGE COUNTY, ILLINOIS.

TOTAL AREA: 288,995.53 SQ. FT. (6.63 ACRES)

PROPERTY COMMONLY KNOWN AS: 14, 104, 101 & 112 EAST 20TH STREET, LOMBARD, ILLINOIS.

EXHIBT B
PLANS & SPECIFICATIONS

UNITED HOME BUILDERS, INC.
739 S. ELIZABETH STREET, LOMBARD, IL 60148

VICINITY MAP

EXHIBIT INDEX (LEGEND)

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GENERAL NOTES		STORM SEWER CONT.		PAYMENT		WATERMAIN		WATERMAIN CONT.			
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS, BRIDGES, AND STRUCTURES, AND THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF WATER, SANITARY AND SEWERAGE, DESIGN MANUALS. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. 4. ALL EXCAVATIONS SHALL BE PROTECTED BY SHIELDING OR SHIELDING EQUIVALENTS. 5. ALL EXCAVATIONS SHALL BE BACKFILLED WITH COMPACTED FILL TO ORIGINAL GRADE OR BETTER. 6. ALL EXCAVATIONS SHALL BE STABILIZED WITH EROSION CONTROL MEASURES. 7. ALL EXCAVATIONS SHALL BE PROTECTED BY SAFETY BARRIERS AND WARNING SIGNS. 8. ALL EXCAVATIONS SHALL BE PROTECTED BY SAFETY BARRIERS AND WARNING SIGNS. 9. ALL EXCAVATIONS SHALL BE PROTECTED BY SAFETY BARRIERS AND WARNING SIGNS. 10. 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C001	SITE IMPROVEMENT PLANS NORBURY CROSSINGS 15TH STREET BETWEEN BAY ST. AND HIGHLAND AVE. EDWARDS, DUKE COUNTY, ILLINOIS	GENERAL NOTES	WOOLPERT	1515 South Bayview Road Suite 200 Oakbrook Terrace, IL 60181 630.585.3731	PROJECT No. 0000226	DATE 01/17/20	DES. AS	CHK. JK
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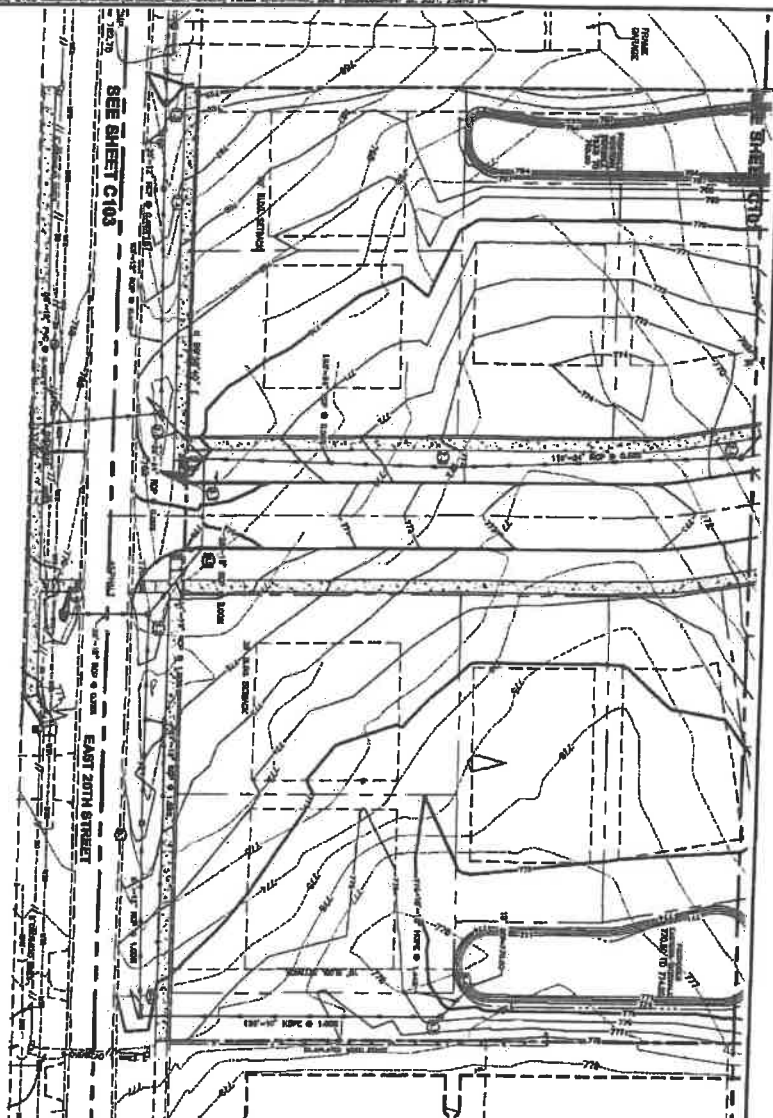
Survey Call on



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20TH STREET BETWEEN MAIN ST. AND HIGHLAND AVE.
LOWLAND, DUPAGE COUNTY, ILLINOIS





EXPANDING LEGEND

- RECEIVED
DIRECTOR OF FBI

PROPOSED ELEVATIONS LEGEND

- CROWN Elevator at top of shaft
 -ROCKED Elevator at floor land
 -CROWN Elevator at top of pedestal
 -CROWN Elevator at shaft
 -CROWN Elevator at top of wall
 -CROWN Top of crown and of floor land elevator
 -CROWN Elevator to each floor land
 -CROWN Elevator to each floor land
- EXISTING ELEVATIONS LEGEND**
- CROWN Top of crown and of floor land elevator
 -CROWN Elevator to each floor land

EXHIBITING ELEVATIONS LEGEND

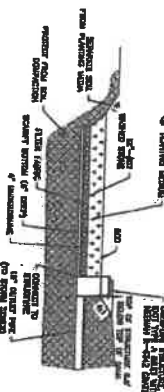
- | NO. | DESCRIPTION | AMOUNT |
|-----|----------------------------------|--------|
| 1 | TOP OF CASTING FROM ON RUPP LANE | 100.00 |
| 2 | TOP OF CASTING | 100.00 |
| 3 | TOP OF CASTING | 100.00 |
| 4 | TOP OF CASTING | 100.00 |
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| 98 | TOP OF CASTING | 100.00 |
| 99 | TOP OF CASTING | 100.00 |
| 100 | TOP OF CASTING | 100.00 |

REQUIRED DETENTION VOLUMES	
REACHING AGE (Y)	1,100 GALL. WT.
18-24	1,100
25-34	1,100
35-44	1,100
45-54	1,100
55-64	1,100
65-74	1,100
75-84	1,100
85-94	1,100
95-104	1,100
105-114	1,100
115-124	1,100
125-134	1,100
135-144	1,100
145-154	1,100
155-164	1,100
165-174	1,100
175-184	1,100
185-194	1,100
195-204	1,100
205-214	1,100
215-224	1,100
225-234	1,100
235-244	1,100
245-254	1,100
255-264	1,100
265-274	1,100
275-284	1,100
285-294	1,100
295-304	1,100
305-314	1,100
315-324	1,100
325-334	1,100
335-344	1,100
345-354	1,100
355-364	1,100
365-374	1,100
375-384	1,100
385-394	1,100
395-404	1,100
405-414	1,100
415-424	1,100
425-434	1,100
435-444	1,100
445-454	1,100
455-464	1,100
465-474	1,100
475-484	1,100
485-494	1,100
495-504	1,100
505-514	1,100
515-524	1,100
525-534	1,100
535-544	1,100
545-554	1,100
555-564	1,100
565-574	1,100
575-584	1,100
585-594	1,100
595-604	1,100
605-614	1,100
615-624	1,100
625-634	1,100
635-644	1,100
645-654	1,100
655-664	1,100
665-674	1,100
675-684	1,100
685-694	1,100
695-704	1,100
705-714	1,100
715-724	1,100
725-734	1,100
735-744	1,100
745-754	1,100
755-764	1,100
765-774	1,100
775-784	1,100
785-794	1,100
795-804	1,100
805-814	1,100
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825-834	1,100
835-844	1,100
845-854	1,100
855-864	1,100
865-874	1,100
875-884	1,100
885-894	1,100
895-904	1,100
905-914	1,100
915-924	1,100
925-934	1,100
935-944	1,100
945-954	1,100
955-964	1,100
965-974	1,100
975-984	1,100
985-994	1,100
995-1004	1,100

REQUIRED DETENTION VOLUMES	
NORTHERN REGIONAL (N)	11,118 GAL. PY.
WESTERN REGIONAL (W)	2,118 GAL. PY.
SOUTHERN REGIONAL (S)	1,118 GAL. PY.
DETENTION HOLD (H)	77,000 GAL. PY.

NOTE: THE MINIMUM VOLUMES REQUIRED AT 405 WAD BY THE TREATY ARE:

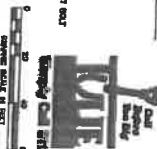
BROWNALE BASIN TYPICAL SECTION



BENCHMARK

THE DEPT. OF EDUCATION HASTENS TO ANSWER -- FIVE MONTHS AGO,
SUNDAY THROUGH FRIDAY, AND REMOVING AND BANNED
FURNITURE IN 2017.

ALBANY -- 786-63



**SITE IMPROVEMENT PLANS
NORBURY CROSSINGS**
20TH STREET BETWEEN MAIN ST. AND HIGHLAND AVE.
LORDARD, DEPAUL COUNTY, ILLINOIS

GRADING PLAN

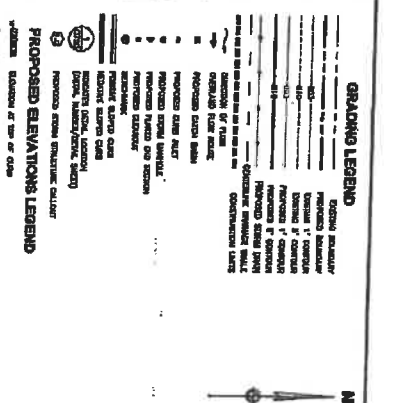


1315 South Meyers Road
Suite 250
Oakbrook Terrace, IL 60181
630.424.9800
FAX: 630.424.3731

PROJECT No:	No.	DATE	REVISION
000120			
DATE 01/17/20			
DES. A			
GR. 20			
CND. A			

[illegible]

1. FOR DIRECTION WHETHER THE VILLAGE OF LAMHAY, TOWN OF RYAL, DISTRICT OF MONTGOMERY COUNTY, MARYLAND, IS A CITY.
2. IF SUCH IS NOT DEEMED TO BE A CITY, THEN IT IS A TOWN OR VILLAGE.

[illegible][illegible]

--- BOULDER 6701 ELEVATION

REQUIRED DETENTION VOLUMES	
ADULTS/MALE (M)	11.74 cu. ft.
ADULTS/FEMALE (F)	1.10 cu. ft.
ADULTS/ADOLESCENT (A)	1.00 cu. ft.
ADOLESCENT (A)	0.77 cu. ft.

[illegible]

**SITE IMPROVEMENT PLANS
NORBURY CROSSINGS**
30TH STREET BETWEEN MAIN ST. AND HIGHLAND AVE.
LOWLAND, DUPAGE COUNTY, ILLINOIS

OFF-SITE GRADING PLAN

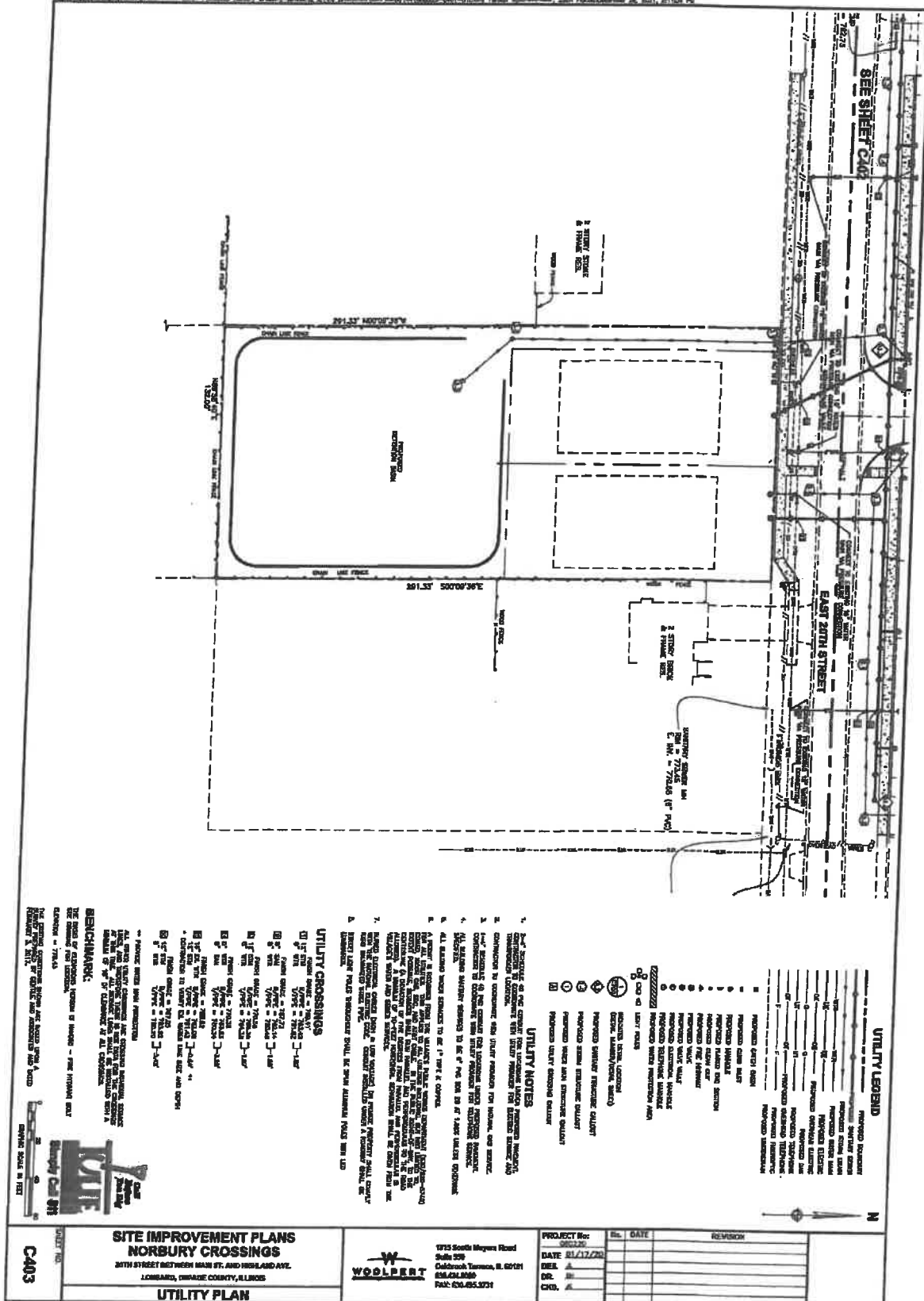


2815 South Meyers Road
Suite 950
Oakbrook Terrace, IL 60181
870.424.9080
FAX: 870.425.3731

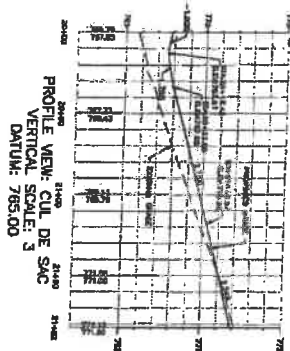
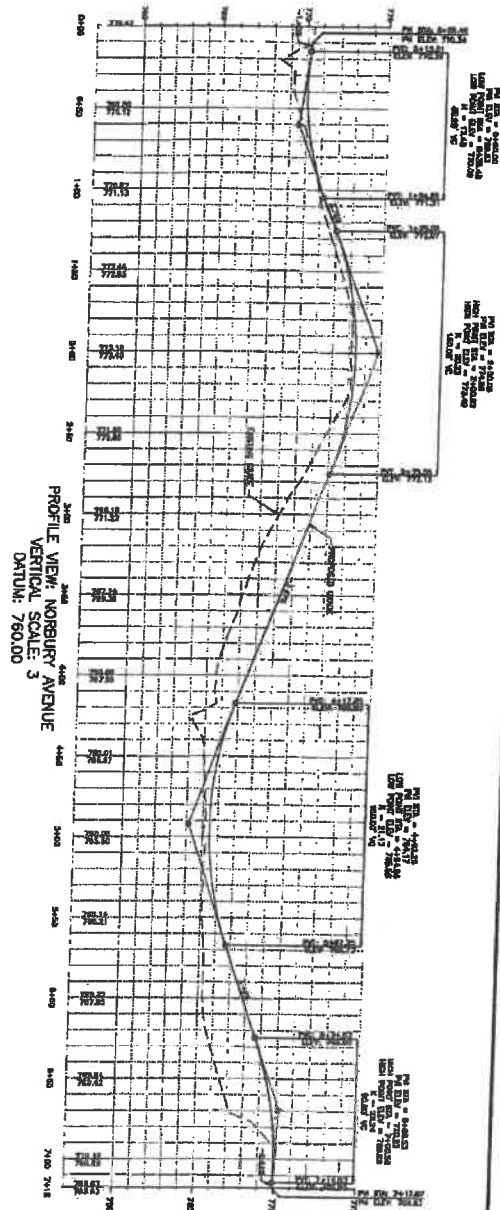
PROJECT No.	No.	DATE	REVISION
DATE 01/17/20			
DES. J.			
DWL J.			
CMD. J.			

-40-





Layer Tab Name: C500 R&D PROFILE.dwg
 User: jrb
 Date: 12/15/2021 10:45:00 PM
 Plot Date: 12/15/2021 10:45:00 PM
 Plot Scale: 1"=40'



BENCHMARK:
 THE BENCH MARK IS LOCATED AT THE INTERSECTION OF NORBURY AVENUE AND 20TH STREET.
 ELEVATION = 764.00



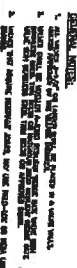
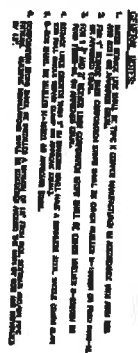
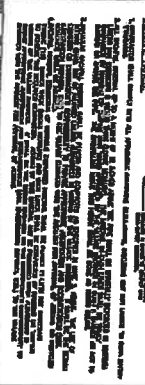
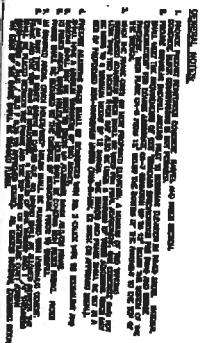
C500

SITE IMPROVEMENT PLANS
NORBURY CROSSINGS
 20TH STREET BETWEEN BARR ST. AND HIGHLAND AVE.
 LOMBARD, DUPAGE COUNTY, ILLINOIS
ROADWAY PROFILES



1915 South Meyers Road
 Suite 800
 Oakbrook Terrace, IL 60191
 (630) 581-1000
 FAX: (630) 581-3721

PROJECT No.	DATE	REVISION
080220	01/17/20	
DES.		
DR.		
CVD.		

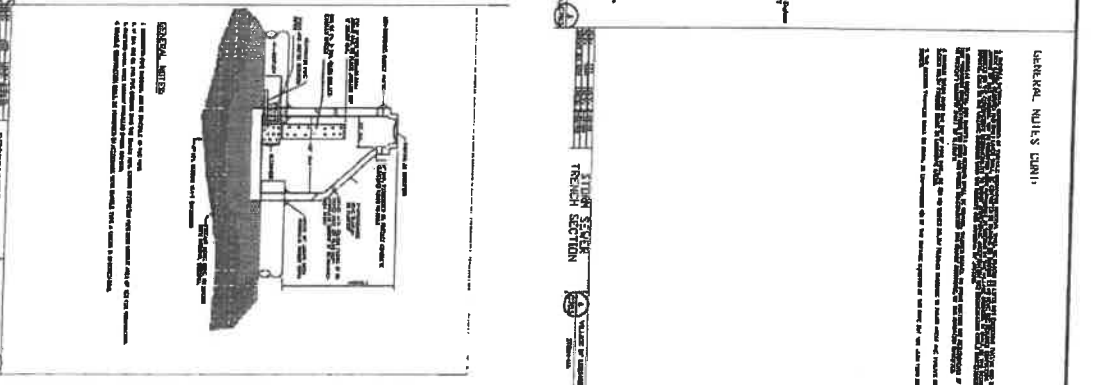


DETAILS

1315 South Mayers Road
Belle 958
Dulbrook Terrace, IL 60131
630.421.9800
FAX: 630.425.3731

PROJECT No.	No.	DATE	REVISION
001229			
DATE	01/17/29		
DES.			
CHK.			
CHG.			





-52-

EXHIBIT C
PRELIMINARY PLAT OF SUBDIVISION

EXHIBIT D

DEVELOPMENT AGREEMENT

AN AGREEMENT RELATING TO THE APPROVAL OF A MAJOR DEVELOPMENT, THE MAKING OF REQUIRED PUBLIC IMPROVEMENTS, AND PROVIDING FUNDS THEREFOR FOR _____ LOMBARD, IL

This Development Agreement (the "Agreement"), made and entered into this ___ day of ___, 2022 by and between United Home Builders, Inc., and Robert H. Mueller, President of United Home Builders, Inc. (collectively the "Owner"), and the VILLAGE OF LOMBARD, a municipal corporation, located in DuPage County, Illinois, (the "Village"). The Village and the Owner are hereinafter sometimes referred to herein individually as a "Party", and collectively as the "Parties".

WITNESSETH:

Whereas, the Owner is developing real estate situated within the corporate limits of the Village, legally described in **EXHIBIT A** attached and made a part hereof (hereinafter referred to as the "Subject Properties"); and,

Whereas, plans and specifications for the making of the required public improvements within the boundaries of and outside the boundaries of the aforesaid Subject Properties, as prepared by Woolpert, dated January 17, 2020, and last revised January 4, 2022, as approved by the Village, and copies thereof have been filed in the office of the Village Clerk of the said Village, which copies by reference thereto are hereby incorporated as a part hereof (hereinafter referred to as the "Public Improvements"); and,

Whereas, the Owner has entered into contracts or will enter into contracts for the work and Public Improvements required to be made within in conjunction with the development of the Subject Properties pursuant to Lombard Village Code (the "Village Code");

Now, Therefore, for and in consideration of the foregoing, premises and the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Village and the Owner, the Village and the Owner agree as follows:

Section 1: Commencement of construction of the Public Improvements detailed herein may begin only after the Owner has delivered one or more Irrevocable Letters of Credit or a surety bond issued by a surety company licensed to do business in Illinois (hereinafter referred to as the "Public Improvement Security"), in a form satisfactory to the Village and issued by a bank or financial institution approved by the Village or a surety company approved by the State of Illinois, in an amount equal to 115% of the Owner's engineer's estimate of cost of construction as approved by the Village's engineer.

Section 2: The Owner agrees to cause to be made with due dispatch and diligence, such Public Improvements as are required under Chapter 154 of the Village Code. The Owner will,

when required to bring about progress in the work with due dispatch, take aggressive steps to enforce each contract connected with the construction of said Public Improvements, to the end that said Public Improvements will be duly and satisfactorily completed within the time or times herein mentioned. The Owner agrees that all work in the construction of said Public Improvements shall be done in a good, substantial and workmanlike manner, that all manufactured materials used therein shall be new and of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject to its approval. The Owner will at its expense furnish all necessary engineering services for said Public Improvements.

Section 3: The Public Improvements subject to the Public Improvement Security and engineering plans shall be completed within one year of the recording of the Annexation Agreement unless otherwise extended by amendment to this Agreement, consented to by the Corporate Authorities of the Village. All Public Improvement Security, assurances, guarantees, acceptances, and related matters shall comply with the Village Code. The construction of the Public Improvements by the Owner and issuance of approvals by the Village for the Subject Properties shall comply with the following schedule:

A. Sediment and Erosion Control

Sediment and Erosion control measures shall be implemented as per Chapter 154 of the Village Code prior to the issuance of building permits or authorization to proceed with mass grading or other improvements to the Subject Properties. Said measures shall be maintained during the entire construction process and shall be inspected and repaired as necessary after each significant rainfall. Failure to do so may result in the issuance of a stop work order for any outstanding Public Improvements or building permits.

B. Tree preservation measures

All necessary tree preservation measures including tagging of trees to be preserved and fencing around the tree drip lines shall be implemented prior to issuance of building permits, authorization to proceed with mass grading, or any other improvements to the Subject Properties.

C. Authorization to proceed with Public Improvements

Upon approval of the final engineering plans, receipt of all required fees, approval of the Public Improvement Security, recording of this Agreement and the Annexation Agreement, and completion of items "A" and "B" above, authorization to begin the Public Improvements will be given by the Village.

D. Construction of Storm Water Control System

The storm water detention pond and a storm water management system for that portion of the Subject Properties upon which construction activities have begun is to be operational prior to the issuance of any building permits. An operational storm water detention pond and storm water management system means that the

volume of the storm water detention pond is adequate for the flow being directed to it and the restrictor outlet is in place and that the system has been reviewed and approved by the Director of Community Development. Final grading and landscaping of the detention pond shall be completed in conjunction with final landscaping.

E. Issuance of Building Permits

1) Foundation-Only Permits

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

2) Building Permits

Building permits may be issued upon provision of adequate emergency access to the building site (gravel sub base) and an operational fire hydrant within 300 feet of the Subject Properties.

F. Public Improvements, as set forth in the plans and specifications prepared by Woolpert, dated January 17, 2020, and last revised January 4, 2022, shall be completed along 20th Street, the extended Norbury Avenue right-of-way, and the (name to be determined by the Village) right-of-way extending east from Norbury Avenue.

G. Certificates of Occupancy

Issuance of a Certificate of Occupancy for a dwelling unit shall be issued upon satisfactory completion of the following:

- 1) Inspection and approval by the Village's Building Division**
- 2) Completion of the water distribution system including testing and chlorination.** No occupancy permits for dwelling units shall be granted by the Village until the water distribution system has been looped (through the development). This requirement shall not apply to the sales office and model building;
- 3) Completion of the sanitary and storm sewer system to the dwelling units.**
- 4) Substantial completion of the public street system to the subject building and either a turnaround capability for a fire truck or a gravel base through the development in a manner to provide two means of emergency access for each building.** Substantial completion shall include curbs, gutter, street lights, and the base course of asphalt.
- 5) Sidewalks must be installed across the frontage of each of the respective lots of the development, with said sidewalks being required as part of the final**

Certificate of Occupancy/Zoning Certificate for each respective lot. Sidewalks shall also be provided in front of the proposed outlots and Wetland Area A, with said sidewalks being required to be constructed prior to the issuance of the first Certificate of Occupancy/Zoning Certificate for a single-family house in the subdivision. In the event the first Certificate of Occupancy/Zoning Certificate is issued during winter conditions, sidewalks in front of the proposed outlots and Wetland Area A shall be provided no later than the following June 1.

- 6) Landscaping of the Subject Properties must be substantially completed. This includes parkway trees, final grading and ground cover. This condition may be waived by the Department of Community Development if a hardship exists on account of winter conditions provided a Public Improvement Security in favor of the Village is posted by the Owner.
- 7) Record drawings (as-builts) of the detention pond and of the sanitary and storm sewer and domestic water facilities required to serve that building shall be submitted and approved prior to the Certificate of Occupancy.

H. Reserved

- 1) Reserved
- 2) Reserved

J. Acceptance of Public Improvements

- 1) Final Record Drawings (as-builts), including final grading and all utilities, shall be submitted for the review and approval of the Director of Community Development prior to acceptance of the Public Improvements.
- 2) Engineer's Certification. The Design Engineer is to certify that the detention and Best Management Practices (BMPs) (if applicable) was constructed in accordance with Chapter 151 of the Village Code, and that the project was constructed substantially to plan.
- 3) All deficiencies described in the final punch list shall be satisfactorily completed and approved by the Directors of Public Works and Community Development
- 4) A maintenance guarantee in the form of a Public Improvement Security shall be submitted and approved. Said guarantee and Public Improvement Security shall comply with Chapter 154 of the Village Code.
- 5) The Public Improvements to be dedicated to the Village shall be accepted by the Corporate Authorities of the Village. Upon acceptance by the Corporate Authorities of the Village, the installation guarantee (Public Improvement Security) shall be returned to the Owner.

- 6) The maintenance guarantee Public Improvement Security, upon inspection and determination that no deficiencies exist, shall be returned at the time of its expiration.

Section 4: Construction Damage to Public Improvements:

Care shall be taken to avoid damage to existing public improvements, including utilities and curbs, during construction. Any existing public improvement damaged during construction shall be repaired to the satisfaction of the Village and in substantial compliance with this Agreement and all relevant Village codes and ordinances.

Section 5: Dedication of Public Improvements:

Upon approval and acceptances of the aforesaid Public Improvements by the Village, said Public Improvements shall become the Properties of the Village and subject to its control, and if deemed necessary or desirable by the Corporate Authorities of the Village, a formal dedication or conveyance to the Village shall be made by the Owner.

Section 6: Letter of Credit:

It is expressly understood that this Agreement is conditional upon and subject to the delivery to the Village of the document provided for in Section 1 above from the Financial Institution approved by the Village, and subject to the Corporate Authorities of the Village approving same and placing same on file.

Section 7: Notices:

All notices or demands to be given hereunder shall be in writing, and served by either personal service or the mailing of such notice or demand by Certified or Registered Mail. Said notices shall be provided to the Owner's Representative at:

Robert H. Mueller, President
United Home Builders, Inc.
738 S. Elizabeth Street
Lombard, IL 60148

and to the Village at:

Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148
Attn: Director of Community Development

or to such other place for any of them as it may in writing designate. Service of any such notice shall be deemed given on the date of personal service or three (3) days from the date of mailing.

Section 8: Site Access

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

Section 9: Reserved

Section 10: Acceptance:

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

Section 11: Binding Effect and Term and Covenants Running with the Land:

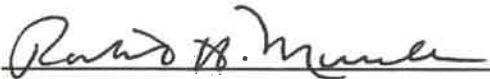
This Agreement has been executed on behalf of the Village pursuant to action adopted by the Corporate Authorities of said Village at a meeting of said Corporate Authorities duly held on _____, 2022.

This Agreement has been executed by the Owner and shall be binding on the heirs and assigns of the Owner, but shall not be binding on a dwelling unit Owner subsequent to the issuance of an occupancy permit for that dwelling unit.

This Agreement shall automatically expire upon the expiration of the maintenance guarantee Public Improvement Security required at the time of acceptance of the Public Improvements as set forth in Section 3.J.4 above.

In witness thereof, the Village and the Owner hereto have caused these presents to be duly executed on their behalf respectively, all as of the day and year first above written.

By: 
Robert H. Mueller, President of United Home Builders, Inc., as the legal owner of record

By:  PRESIDENT
Robert H. Mueller, President of United Home Builders, Inc., as the developer

Village of Lombard:

By  (Village President)
Keith Giagnorio

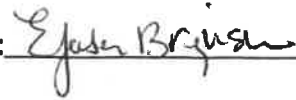
Attest:  (Village Clerk)
Elizabeth Brezinski

EXHIBIT A (Development Agreement)

LEGAL DESCRIPTION

**DEVELOPMENT AGREEMENT DATED ____ 2022 FOR
_____, LOMBARD, ILLINOIS**

_____, IN DUPAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-20-301-01706-20-301-019, 06-20-301-072, 06-20-301-073, 06-20-302-005

PARCEL 1:

TRACT 26 AND THE NORTH 311.50 FEET (AS MEASURED ALONG THE EAST AND WEST LINES THEREOF) OF TRACT 25 IN FREDK H. BARTLETT'S HILLSDALE FARMS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20 AND THE EAST 50 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1941 AS DOCUMENT 422592, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

TRACT 24 AND TRACT 25 EXCEPT THE NORTH 311.50 FEET (AS MEASURED ALONG THE EAST AND WEST LINES THEREOF) OF TRACT 25 IN FREDK H. BARTLETT'S HILLSDALE FARMS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20 AND THE EAST 50 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1941 AS DOCUMENT 422592, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

ALSO THE NORTH 1/2 OF TRACT 19 IN FREDERICK H. BARTLETT'S FARMS, A SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1941 AS DOCUMENT 422592, IN DUPAGE COUNTY, ILLINOIS.

TOTAL AREA: 288,995.53 SQ. FT. (6.63 ACRES)

PROPERTY COMMONLY KNOWN AS: 14, 104, 101 & 112 EAST 20TH STREET, LOMBARD, ILLINOIS.

EXHIBIT E

RECAPTURE AGREEMENT FORM

THIS RECAPTURE AGREEMENT (the "Agreement"), made and entered into this ____ day of ____, 2022, by and between the VILLAGE OF LOMBARD, a municipal corporation of the County of DuPage, in the State of Illinois (the "VILLAGE") and United Home Builders, Inc., and Robert H. Mueller, President of United Home Builders, Inc. (collectively the "OWNER");

WITNESSETH

WHEREAS, the VILLAGE owns and operates a sanitary and storm 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 Owner is the owner of the following described Properties (hereinafter referred to as ("SUBJECT SITE")):

_____, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-20-301-01706-20-301-019, 06-20-301-072, 06-20-301-073, 06-20-302-005

Commonly known as: 14, 101, 104 and 112 E. 20th Street, Lombard, IL 60148

and

WHEREAS, the Owner has developed the SUBJECT SITE in accordance with its zoning classification under the VILLAGE'S Zoning Ordinance for detached single-family home(s) residential uses; and,

WHEREAS, the Owner has constructed the following public utilities relative to the development of the SUBJECT SITE: sanitary sewer construction and stormwater drain construction (hereinafter referred to as the "PUBLIC UTILITY IMPROVEMENTS"); and,

WHEREAS, the construction of the PUBLIC UTILITY IMPROVEMENTS 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 at \$_____, which final cost has been reviewed and will be approved by the VILLAGE; and,

WHEREAS, the construction of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the OWNER will, in addition to benefiting the SUBJECT SITE, also benefit the Properties

located at 6, 10, 15, and 19 E. 20th Street, Lombard, Illinois (hereafter referred to as the "BENEFITED PROPERTIES") if and when said Properties connects to the sanitary sewer system of the Village; and,

WHEREAS, the OWNER should be reimbursed by the Owners of said BENEFITED PROPERTIES if and when said BENEFITED PROPERTIES connect to the Village's sanitary sewer system and stormwater drain system when it is developed; and,

WHEREAS, the OWNER 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 VILLAGE and the OWNER agree as follows:

1. That OWNER will, at its sole expense has, complete the construction of all the aforesaid PUBLIC UTILITY IMPROVEMENTS in conformance with the plans and specifications prepared by Woolpert, dated January 17, 2020, and last revised January 4, 2022, and to be approved by the VILLAGE.

2. Upon acceptance of all of the aforesaid PUBLIC UTILITY IMPROVEMENTS by the VILLAGE, the OWNER 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 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. OWNER'S actual costs for said PUBLIC UTILITY IMPROVEMENTS is made up of the following:

Sanitary Sewer Construction	\$ _____
Stowmwater Drain Construction	\$ _____
TOTAL	\$ _____

Said \$ _____ is to be collected by the VILLAGE from the Owner(s) of said BENEFITED PROPERTIES if and when said Owner(s) apply to the VILLAGE for a building permit to develop said BENEFITED PROPERTIES, or any portion thereof, or at such time as said Owner(s) seek to connect to the sanitary sewers and stormwater drains constructed by OWNER.

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 OWNER, nor shall the VILLAGE be liable for its failure or neglect to collect said \$ _____ from the Owner(s) of the BENEFITED PROPERTIES described in Exhibit "A". The VILLAGE is only obligated to pay OWNER from those funds the VILLAGE actually collects from the Owner(s) of said BENEFITED PROPERTIES.

5. This Agreement shall remain in full force and effect until the _____, 2032. After said date the BENEFITED PROPERTIES set forth in Exhibit "A" shall no longer be liable for payment of the \$ _____.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the OWNER and the VILLAGE, provided, however, that OWNER shall not assign its interests under this Agreement without the prior written consent of the VILLAGE.

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

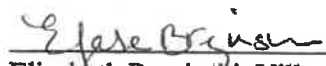
IN WITNESS WHEREOF, the OWNER and the VILLAGE have hereunto caused this Agreement to be executed in duplicate by their duly authorized representatives all on the day and year first above written.

VILLAGE OF LOMBARD

By: 
Keith Giagnorio, Village President

(Corporate Seal)

ATTEST:


Elizabeth Brezinski, Village Clerk

OWNER

By: _____

**EXHIBIT A (Recapture Agreement)
BENEFITTED PROPERTIES**

