

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

☒ Resolution or Ordinance (Blue) ☐ Waiver of First Requested
☐ Recommendations of Boards, Commissions & Committees (Green)
☐ Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE : August 13, 2025 **(BOT) Date:** August 21, 2025

SUBJECT: BOT 25-01: 1308 – 1330 S. Meyers Road – Pinnacle at Meyers
Subdivision, Amendment to Annexation Agreement

SUBMITTED BY: Anna Papke, AICP, Planning and Zoning Manager *AP*

BACKGROUND/POLICY IMPLICATIONS:

The petitioner, Afsar Developers, LLC, requests consideration of an amendment to a previously approved annexation agreement with the Village of Lombard for the properties at 1308-1330 S. Meyers Road.

The Village previously approved an annexation agreement for this property that allowed for development of 22 single-family residences. The petitioner has since amended the proposed site plan to show 11 single-family residences. The petitioner requests the Village approve an amended annexation agreement that reflects the amended site plan for 11 single-family residences.

Please place BOT 25-01 on the August 21, 2025, Board of Trustees agenda under Public Hearing Items and under Items for Separate Action for a first reading of the ordinance.

Fiscal Impact/Funding Source:
Review (as necessary)

Finance Director _____ Date _____
Village Manager _____ Date _____



MEMORANDUM

TO: Scott R. Niehaus, Village Manager

FROM: Anna Papke, AICP, Planning and Zoning Manager *AP*

MEETING DATE: August 21, 2025

SUBJECT: **BOT 25-01: 1308–1330 S. Meyers Road – Pinnacle at Meyers
Subdivision, Amendment to Annexation Agreement**

Please find the following item for Village Board consideration as part of the August 21, 2025, Village Board meeting:

1. An ordinance authorizing the execution of an amendment to an annexation agreement.

The Village previously approved an annexation agreement for this property that allowed for development of 22 single-family residences. The petitioner has since amended the proposed site plan to show 11 single-family residences. The petitioner requests the Village approve an amended annexation agreement that reflects the amended site plan for 11 single-family residences.

Please place BOT 25-01 on the August 21, 2025, Board of Trustees agenda for public hearing, followed by a first reading of the ordinance under Items for Separate Action.

ORDINANCE _____

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

(BOT 25-01: 1308, 1312, 1320, and 1330 S. Meyers Road)

(See also Ordinance No. (s) _____)

WHEREAS, on September 19, 2024, the Village adopted Ordinance No. 8288, authorizing the execution of an Annexation Agreement for the Subject Property located at 1308, 1312, 1320, and 1330 S. Meyers Road, Lombard, Illinois, and legally described in Section 2; and

WHEREAS, a request has heretofore been filed requesting revision of the Annexation Agreement executed by Ordinance 8288 to account for a reduction in the density of the subdivision described in Annexation Agreement; and

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a first amended and restated Annexation Agreement pertaining to the property located at 1308, 1312, 1320, and 1330 S. Meyers Road, Lombard, Illinois to be entered into; and,

WHEREAS, the first amended and restated Annexation 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 amendment to the Agreement, are ready, willing and able to enter into said amendment to the 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 amendment to the Agreement have been complied with; a hearing on said amendment to the Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on August 21, 2025;

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 amendment to the Annexation Agreement substantially as attached hereto and marked Exhibit "A", by and between the Village of Lombard; and,

Ordinance No. _____
Re: BOT 25-01
Page 2

SECTION 2: This ordinance is limited and restricted to the property generally located at 1308, 1312, 1320, and 1330 S. Road, Lombard, Illinois, and legally described as follows:

LOTS 1-22 AND OUTLOT A IN THE PINNACLE AT MEYERS SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 2025 AS DOCUMENT R2025-015016, IN DUPAGE COUNTY, ILLINOIS.

PIN(s): 06-21-102-035, 06-21-102-036, 06-21-102-037, 06-21-102-038, 06-21-102-039, 06-21-102-040, 06-21-102-041, 06-21-102-042, 06-21-102-043, 06-21-102-044, 06-21-102-045, 06-21-102-046, 06-21-102-047, 06-21-102-048, 06-21-102-049, 06-21-102-050, 06-21-102-051, 06-21-102-052, 06-21-102-053, 06-21-102-054, 06-21-102-055, 06-21-102-056, and 06-21-102-057

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 _____ day of _____, 2025.

First reading waived by action of the Board of Trustees this _____ day of _____, 2025.

Passed on second reading this _____ day of _____, 2025, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2025.

Ordinance No. _____
Re: BOT 25-01
Page 3

Anthony Puccio, Village President

ATTEST:

Ranya Elkhatib, Village Clerk

Published in pamphlet from this _____ day of _____, 2025.

Ranya Elkhatib, Village Clerk

Ordinance No. _____
Re: BOT 25-01
Page 4

EXHIBIT A
FIRST AMENDED AND RESTATED ANNEXATION AGREEMENT

Space above reserved for Recorder's use

**FIRST AMENDED AND RESTATED ANNEXATION AGREEMENT FOR
PINNACLE AT MEYERS, LOMBARD, ILLINOIS**

LOTS 1-22 AND OUTLOT A IN THE PINNACLE AT MEYERS SUBDIVISION, RECORDED
MARCH 18, 2025 AS DOCUMENT NO. R2025-015016

Parcel Nos.: PIN(s): 06-21-102-035, 06-21-102-036, 06-21-102-037, 06-21-102-038, 06-21-102-039, 06-21-102-040, 06-21-102-041, 06-21-102-042, 06-21-102-043, 06-21-102-044, 06-21-102-045, 06-21-102-046, 06-21-102-047, 06-21-102-048, 06-21-102-049, 06-21-102-050, 06-21-102-051, 06-21-102-052, 06-21-102-053, 06-21-102-054, 06-21-102-055, 06-21-102-056, and 06-21-102-057

Common Addresses 1312, 1320 and 1300 S. Meyers Rd., Lombard, DuPage County, Illinois

Previously-Annexed Parcel: 1308 S. Meyers Road, Lombard, DuPage County, Illinois
Parcel No. 06-21-102-010

Gap Strip: PIN 06-21-102-999 (part south of north lot line of 1308 S. Meyers Road)

AFTER RECORDING RETURN TO:

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

**FIRST AMENDMENED AND RESTATED ANNEXATION AGREEMENT FOR THE
PINNACLE AT MEYERS SUBDIVISION**

(PC 25-__); PC 24-07, 1312, 1320, 1330 South Meyers Road)
Lots 7-11 in Diecke's Subdivision; Lot A West York Co-Op
Previously Annexed Parcel: 1308 South Meyers Road (Lot 7)
Currently Lots 1-22 and Outlot A in The Pinnacle at Meyers Subdivision

THIS FIRST AMENDED AND RESTATED ANNEXATION AGREEMENT (the "Agreement") made and entered into this __ day of September, 2025, by and between the VILLAGE OF LOMBARD, a municipal corporation (hereinafter referred to as "Village") and AFSAR DEVELOPERS, LLC, an Illinois limited liability company ("Owner/Developer"). The Village and the Owner/Developer are hereinafter sometimes referred to herein individually as a "Party," and collectively as the "Parties".

WITNESSETH:

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

WHEREAS, Owner/Developer and the Village entered into an Annexation Agreement, effective September 19, 2024 (R2024-060533) (the "Prior Agreement"); and

WHEREAS, the Village annexed territory according to the Prior Agreement and took zoning and subdivision action as required by the Prior Agreement and Owner/Developer still desires to develop the Development Property; and

WHEREAS, the Development Property remains a 3.91-acre tract of land and it is located within the existing corporate boundaries of the Village; and

WHEREAS, the Owner/Developer has requested that the Village Amend the Prior Agreement, pursuant to this Agreement, to allow a reduction of the development's density from twenty-two (22) homes to eleven (11) homes; and

WHEREAS, to the extent this Agreement addresses subdivision and matters under the Zoning Ordinance, on July 28, 2025, the Plan Commission conducted a public zoning hearing concerning all subdivision and zoning authorizations expressly or implicitly at issue in this Agreement, as well as the various and several plans referred to in this Agreement; and

WHEREAS, a public hearing on this Agreement was held by the Corporate Authorities on the 21st day of August, 2025; and

WHEREAS, the Parties wish to enter into a binding first amended and restated annexation agreement with respect to the said annexation, zoning and development and for other related matters pursuant to the provisions of Division 15.1 of Article 11 of Act 5 of Chapter 65 of

the Illinois Compiled Statutes, 65 ILCS 5/11-15.1-1 *et seq.* 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, conditional uses and planned development with exceptions and deviations under the Zoning Ordinance, such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

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

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that this Agreement pertaining to the Development Property to be entered into; and,

WHEREAS, the Village and legal owner 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 zoning hearing pursuant to lawful notice and requirements of the Village occurring on July 28, 2025; and a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on August 21, 2025.

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

1. Restatement and Supersession.

- a. This Agreement amends and restates in its entirety that certain Annexation Agreement for Pinnacle on Meyers, dated September 19, 2024 (the “Prior Agreement”)—as approved by the Village under PC 24-07 (Pinnacle on Meyers) and pertaining to 1312, 1320, and 1330 South Meyers Road., [recorded [Doc. No.] in the Office of the Recorder of Deeds of DuPage County, Illinois]. The Prior Agreement is hereby amended and restated and, as of the Effective Date (as defined below), is superseded and replaced in its entirety by this Agreement; provided, however, that any obligations of the Parties that by their terms expressly survive termination or expiration of the Prior Agreement shall be deemed incorporated and continued herein.
- b. The term of this Agreement continues the original twenty (20)-year term established by the Prior Agreement and does not restart such term. The

Agreement therefore remains in full force and effect through September 19, 2044 (the “Term”).

- c. All references in this Agreement to the “Agreement” are to this First Amended and Restated Annexation Agreement.
- d. **Findings Preserved; Incorporation by Reference.** The Corporate Authorities of the Village hereby ratify, confirm, and incorporate by reference the legislative findings, determinations, and recitals set forth in the Prior Agreement and in the Village’s ordinance(s) approving the Prior Agreement and annexing all or any portion of the Property. Without limitation, the findings concerning eligibility for annexation, contiguity, and statutory prerequisites under the Illinois Municipal Code were and remain true and correct and are part of the legislative record as if fully set forth herein. This Agreement does not re-annex or re-approve any previously approved action; it merely amends and restates the Prior Agreement for ease of reference.

2. Incorporation of Recitals: The foregoing recitals, including without limitation the findings incorporated by reference in Section 1.d., are incorporated in this Agreement as if fully recited herein.

3. Development of the Development Property:

- a. The Development Property shall be developed in accordance with the terms of this Agreement and the exhibits attached hereto and made a part hereof. To the extent that any exhibit attached hereto and made a part of this Agreement is labeled as preliminary, the final documents shall be in substantial compliance with the preliminary documents attached hereto. The existing single-family homes and accessory structures may remain on the Development Properties until Owner is prepared to develop the Development Property.
- b. Subject to changes for final engineering as well as the Village’s requirements pertaining to public improvements, including parkway trees, Owner shall develop the Subject Properties in full compliance with the plans provided in **EXHIBIT D-1**, **EXHIBIT D-2**, **EXHIBIT D-3** and **EXHIBIT D-4** and according to the ordinances and all conditions of development recited in such ordinances taking the actions described in Section 6 of this Agreement.

4. Annexation: Pursuant to the Prior Agreement and subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, the parties caused the Subject Property to be duly and validly annexed to the Village, as reflected in the Plat of Annexation recorded in the DuPage County Recorder of Deeds on October 15, 2024, as Document No. R2024-060537

5. Ownership of the Subject Property: Developer/Owner is the sole owner of the Subject Property and no electors reside thereon. Owner/Developer holds real title to 1330 South

Meyers Road which has historically been viewed as including the Gap Strip of approximately 12 feet in width abutting the School Street right of way. Owner/Developer claims title in and to this gap strip by reason of several decades of adverse possession in the 12 feet situated between School Street and 1308, 1312, and 1320 South Meyers Road by reason of its use for parking, loading, storage, fencing, landscaping and driveways and drive aisles. As depicted in **EXHIBIT E**, Owner/Developer shall quitclaim to the Village all of Owner/Developer's interest in the remainder of this northerly extension of the 12-foot wide strip situated north of 1308 South Meyers Road extending fully to Roosevelt Road/Illinois Route 38. As depicted in **EXHIBIT F** the Village shall quitclaim all of the Village's interest in the Gap Strip described in **EXHIBIT C** south of the north lot line of 1308 South Meyers Road to Owner/Developer. Owner/Developer shall, upon development of the Subject Property, include all of the strip situated south of the north lot line of 1308 South Meyers Road in Outlot A, inclusive of the portion of the gap, if any, that is part of 1330 South Meyers Road (but at least the west 12 feet of the Development Property) and Outlot A shall be held and operated by the association created for ownership and operation of common areas in the development.

6. **Zoning and Site Plan Approval:**

- a. As of the date the Effective Date, the Corporate Authorities have granted the following zoning relief:
 - i. Rezoned and classified the entire Subject Property described in **EXHIBIT A** from the R0 Single Family Residence District to the R2 Single Family Residence District under the Zoning Ordinance.
 - ii. Rezoned and classified the portion of the 1308 Parcel legally described in **Exhibit B** from the R1 Single Family Residence District to the R2 Single Family Residence District under the Zoning Ordinance.
 - iii. Rezoned and classified the entire Gap Strip described in **EXHIBIT C** from the R0 Single Family Residence District and the R1 Single Family Residence District to the R2 Single Family Residence District under the Zoning Ordinance.
- b. The Corporate Authorities shall immediately, without further public hearings as such hearing shave already been held:
 - i. Approve a conditional use for planned development for the Development Property to allow 11 private lots and Outlot A which rely on a private drive for access, all according to the exceptions, deviations and conditions reflected in the attached **Exhibit G** and in the following plans:
 1. Planned Development Site Plan (**Exhibit D-1**);
 2. Planned Development Fence Plan (**Exhibit D-2**);

3. Preliminary Landscape Plan (**Exhibit D-3**); and

4. Preliminary Engineering Plans (**Exhibit D-4**).

- c. The Owner/Developer agrees that the Development Property shall be developed only in accordance with the plans set forth in Subsection b of this Section, as approved within the absolute discretion of the municipality or subsequently amended by mutual agreement and in accordance with state statutes, and agrees to follow all of the procedures of the planned unit development ordinance of the Village in connection with such development except as modified herein.

7. **Cooperation Among Village and Owner/Developer:** To the extent that any act is required in order to accomplish the purposes and intent of this Agreement is required, the parties shall cooperate reasonably with one another to accomplish the act, whether to adjust, amend a plan in accordance with law, correct an act, function or plan, or otherwise.

8. **Subordination of Agreement and Estoppels:** The Village agrees that all of its rights solely under this Agreement shall be subordinate to those of the lender or financing party relied on by the Owner/Developer for the construction of the development; provided, however that Section 6(b) and Section 6(c) as well as the provisions of this Agreement pertaining to Outlot A and the underground detention easement shall not be subordinate to the lender's interests. Further, none of the rights set forth in the First Resubdivision and Public Improvement Agreement shall be subordinate to the lender's interest. The subordination shall not apply to lots transferred to an owner other than Owner/Developer. The Village Manager is hereby authorized to execute such forms as are reasonable and truthful subordination agreements and estoppel certificates as are necessary in the course of financing. Upon request of either party in writing and provided that the proposed certificate is truthful and accurate, the other shall execute an estoppel to the effect that it seeks confirmation of no defaults under this Agreement, a statement of the sums and security held by the Village under this Agreement, and a statement of the liability of either party, or not, for costs and expenses. Estoppels shall not address zoning interpretations or other matters beyond those set forth in the preceding sentence. The responding party shall have fifteen (15) business days to provide the response. If it cannot provide the signed estoppel as presented, subject to blanks left for insertion of information, the responding party shall explain why and reasonably cooperate in the completion of a proper and accurate estoppel certificate.

9. **Subdivision:** All developable Lots of Record (11 private lots and Outlot A) as shown in **EXHIBIT D-1** shall be permitted under the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code). Owner/Developer and Village hereby, by reason of execution of this Agreement and the Public Improvement Agreement attached as **EXHIBIT H**, enter into a Public Improvement Agreement concerning the development of the Development Property ("Public Improvement Agreement"). The Village shall approve the preliminary and final subdivision plat attached as **EXHIBIT I** and made a part hereof. Further, the Village and the Developer acknowledge all deposits were made under the Prior Agreement by

the Owner/Developer as required under Chapter 154 of Village Code and the security for the Public Improvement Agreement substantially in the form attached hereto as **EXHIBIT H**, were made under the Prior Agreement and shall remain in effect until substituted as provided below.

10. Facility Planning Area: The Village shall initiate, and with the Developer prosecute to conclusion, all steps required and necessary to accomplish either a disconnection and annexation and/or an amendment to the Facility Planning Area (FPA) such that jurisdiction for sanitary purposes and use of related facilities is through infrastructure owned by the Village and discharging to Glenbard Wastewater Authority facilities, rather than facilities of the Flag Creek Water Reclamation District. The Owner/Developer shall cooperatively work with the Village in this regard to facilitate the application and due consideration of the FPA Amendment. The Village may retain a consultant for the purpose of amending the FPA. Owner/Developer shall, upon receipt of invoices and within thirty (30) days, reimburse the Village for related charges. The Village will reasonably coordinate work with the consultant such that Owner/Developer's work is included without avoiding duplication of effort and expenses. Owner/Developer and the Village shall truthfully disclose the FPA and pending amendment in applications and reports. Provided that necessary IEPA permits issue, the Village will not delay permitting or inspections based on the pending FPA changes and Owner/Developer shall jointly coordinate phasing and construction in respect to sanitary sewers and project phasing. If the disconnection and annexation or the FPA Amendment is not approved by the aforementioned wastewater entities or other approval authorities, such disapproval shall not constitute a breach of the terms of the Agreement. Owner/Developer shall also have the alternate right to connect to the Flag Creek Water Reclamation District for sanitary sewer connections, subject to Illinois law and the District's ordinances.

11. Utilities: All electrical, telephone, cable television and natural gas distribution facilities installed by Owner/Developer on and within the Development Property, except electrical transformers and meters for natural gas and electricity, shall be installed underground or located within buildings unless otherwise directed by the Village or acknowledged by the Village following direction from the utility provider. This obligation does not apply to utilities in the public rights of way.

- a. Village Representations: The Village represents and warrants to Owner/Developer that it owns and operates a water distribution system within the Village and that the Village has sufficient capacity to provide and will provide potable water to the Development Property, 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. The Village represents and warrants to Owner/Developer that it owns and operates a sanitary sewer system within the Village and the Village system has sufficient capacity to provide and will provide sanitary sewer service to the Development Property subject to the provisions in Section 10, 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. Connection to Village Sanitary Sewer: Owner shall, at its cost, connect to the Village's sanitary main as reflected in Exhibit D-4.
- c. Connection to Village Water: Owner shall, at its cost, connect to the Village's water main as reflected in Exhibit D-4.
- d. Connection Fees: For a period of two (2) years following the date of this Agreement, and at such time as Owner desires to connect any home or other building to Village water, sewer and other services, it shall pay the lesser of (i) the fees required by ordinance as of the date of this Agreement or (ii) the fees required by ordinance (stated in Section 50.100 (A) of the Village Code (Water and Sewer Connection Charges)) at the time of connection. Thereafter, the Owner/Developer shall pay the fees required by ordinance (stated in Section 50.100 (A)) or such applicable amended fee ordinance as may then exist.
- e. Reasonableness: Owner further agrees that the connection charges required by this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development of the Development Property.
- f. Recapture: In the event that Owner over-sizes water and sanitary mains, the Village shall allow reasonable recapture according to the Recapture Agreement in the general form attached as **EXHIBIT J**, and made a part hereof, but which shall only be approved upon final engineering approval. No determination of eligibility for or reasonable of recapture shall arise from this Agreement. Recapture shall only arise following permitting.

12. Storm Drainage Facilities: Storm drainage facilities (including surface grades and swales as well as drains and underground facilities), and retention and/or detention areas (the "Storm Drainage Facilities") shall be provided and constructed by Owner/Developer, at Owner/Developer's sole expense, substantially in accordance with **EXHIBIT D-4** within the Development Property. In addition, the Storm Drainage Facilities shall be maintained by the Owner/Developer and/or any subsequent owner(s) of record of the Development Property. Such Storm Drainage Facilities shall be maintained by the Owner/Developer during the course of development, and thereafter shall be maintained by either the Owner/Developer or by the subsequent owner(s) of record of the Development Property, all in accordance with a Declaration of Covenants to be recorded on the Development Property, which Declaration of Covenants shall provide the Village with the right, but not the duty, to go upon any portion of the Storm Drainage Facilities to maintain and/or repair or replace such Storm Drainage Facilities if they are not suitably maintained so that they remain fully operational, and if the Village takes, after thirty (30) day written notice to the Owner, in its reasonable discretion, any such action, such Declaration of Covenants shall provide that the owner(s) of the Development Property shall immediately upon demand reimburse the Village for all reasonable expenses incurred by the Village against the particular portion of the Development Property, and if not promptly paid, the Declaration of Covenants shall provide the Village the right to record a lien for any such unpaid expenses

against the Development Property or any portion thereof, and to foreclose on any such lien. Prior written notice shall not be required in emergency situations, as determined in the sole discretion of the Village, but the Village will provide notice as soon as possible in an emergency. 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 Development Property, with said Declaration of Covenants clearly indicating that the storm drainage language cannot be amended or deleted from said Declaration of Covenants, without the prior written consent of the Village. Notwithstanding the forgoing, the Owner/Developer obligations shall cease upon transfer of control 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 Development Property.

13. Permit, Recapture, and Impact Fees and Charges: In addition to the Village's connection fees, the Owner/Developer agrees to pay all applicable (including, but not limited to building permit) fees as required by Village Ordinances at the time of application for the respective permits, provided, however, that the Village shall not require of Owner/Developer the payment of any recapture fees, sums or amounts or the payment of any school, park, road, open space or other impact fees of any kind.

14. Easements Favoring the Village and Others:

- a. Owner/Developer shall grant or dedicate all easements reasonably required by the Village for the construction of the necessary water main extensions serving the Development Property. Owner shall grant or dedicate all easements reasonably required by the Village for the construction of the necessary sanitary sewer extensions serving the Development Property. Owner/Developer shall also provide an easement for the area of sidewalks on the Development Property but outside of the subdivision fence along School Street and Meyers Road such that the Village and/or County may maintain the sidewalk at the location depicted in **EXHIBITS D-1, D-3 and D-4** and the Village may maintain, repair, restore, or replant any landscaping on the outside of the fence, provided that the Village shall have no right to remove irrigation of this landscaping and, provided further, that the Village shall not be able to take such action unless the Owner/Developer or association has failed to do so after thirty (30) days advance written notice of such failure and a reasonable time given weather and seasonal planting considerations to correct the issue.
- b. Owner will provide a cross-access easement in a form acceptable to the Village to provide access to Outlot A. The cross-access easement providing access to Outlot A shall be referenced on the Final Plat of the First Resubdivision of the Pinnacle at Meyers and it shall connect directly to public right of way at no fewer than two (2) locations. Recorded covenants and restrictions shall state that no buildings, structures and landscaping (excluding grass) shall be placed within the easement area other than as

depicted in the EXHIBIT D-1, EXHIBIT D-2, EXHIBIT D-3 and EXHIBIT D-4.

- c. Owner shall provide all easements for public utilities, drainage and cable television as depicted on EXHIBIT D-4 and addressed within EXHIBIT H and EXHIBIT I, attached hereto and made part hereof, and as required by final engineering plans.
- d. All of the easements noted in this Section 14 shall be provided for in the final plat of subdivision in substantially the same form as appears in EXHIBIT I.

15. Public Improvements: Owner/Developer shall comply with the Public Improvement Agreement attached hereto as EXHIBIT H. 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/Developer in accordance with final engineering plans approved by the Director of Community Development. When Owner/Developer has completed all required public improvements, in accordance with the Village's Subdivision Ordinance regulations and EXHIBIT I, 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. Owner/Developer and Village shall document the acceptance of public improvements via bill of sale or other documentation of similar effect.

16. Parkway Trees: Owner has deposit with the Village the nonrefundable sum of Twelve Thousand Two Hundred Fifty and no/100ths Dollars (\$12,250.00), calculated on the basis of \$350.00 per tree over a right-of-way distance of 1,383 feet and one tree every 40 feet, to be held and applied by the Village for the planting of parkway trees, such parkway trees to include at least those trees shown in the Landscape Plan attached as Exhibit D-3. The parkway trees shall be planted on the adjacent parkways and where indicated on parkways on the west side of School Street. Owner/Developer recognizes that all streets surrounding the Development Property are publicly dedicated rights-of-way under jurisdictional control of the Village and/or the County of DuPage. The final scheduling, location and plantings of parkway trees shall be solely determined by and approved by the Village, taking into account species availability, specific location and arborist best practices. The Owner/Developer's obligation to provide for parkway trees on the west side of School Street shall not be a basis for requiring Owner/Developer to provide any right-of-way improvements other than those shown in EXHIBIT D-4 and governed by EXHIBIT H and EXHIBIT I. Funds not expended or scheduled to be expended by Village within at the time of issuance of the certificate of occupancy for the last home on the Development Property shall be returned to the Owner/Developer by the Village.

17. Conveyances and Continuity of Obligations:

- a. Nothing contained in this Agreement shall be construed to restrict or limit the right of Owner/Developer to sell or convey all or any portion of the

Development Property, whether improved or unimproved, except as otherwise specifically set forth herein.

- b. 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 Section 17, obligating Owner/Developer, 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 Section 11 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.
- c. In the event of any sale or conveyance by Owner of all or part of Outlot A and or all or part of Lots 4-11 (which contain the 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/Developer shall notify the Village in writing, within thirty (30) working days after the closing of such sale or conveyance, of the identity of any and all successors in title to all or any portion of Outlot A or Lots 4-11. 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 waived title commitment identifying the grantee, the real estate sold or conveyed, and any survey related to 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 Section 17.
- d. Upon the condition that the requirements of this Section 17 have been met, this Agreement shall inure to the benefit of and shall be binding upon Owner/Developer 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 Section 17 have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of Owner/Developer successors in any manner in title until such time as Owner/Developer has given the Village the notice required by this Section 17.
- e. 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 Development Property by Owner/Developer in accordance with Section 17(b)

above, the Owner/Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner/Developer by this Agreement until such obligations have been fully performed or until the Village, in the exercise of its reasonable discretion, has otherwise released Owner/Developer from any and all such obligations. Following the occurrence of the Owner/Developer of the sale of all of Lots 1-11 and the occurrence of turnover by Owner/Developer over control of the association, the Village shall release Owner/Developer of its obligations hereunder but not any outstanding duties under the Public Improvement Agreement, as amended.

- f. Except as otherwise provided in this Section 17(b), all the terms and conditions of this Agreement shall constitute covenants running with the land.

18. No Dedication: 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 Development Property be designated for public purposes, except as otherwise provided in this Agreement or except as may be consented to in writing by Owner/Developer.

19. Reimbursement for Legal and Other Fees and Expenses:

- a. To the Effective Date of Agreement. Owner/Developer has reimbursed the Village for the following expenses incurred in the preparation and review of the Prior Agreement, and any ordinances, security, plats, easements or other documents relating to the Development Property under the Prior Agreement:
 - i. the costs incurred by the Village for outside engineering services;
 - ii. all reasonable attorneys' fees incurred by the Village in connection with this Agreement and the annexation and zoning of the Subject Properties;
 - iii. miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses; and
 - iv. concurrent with the filing of the plat of resubdivision and the provision of replacement security, Owner/Developer shall reimburse the above expenses related to the reduction in density of the development.
- b. From and After Effective Date of Agreement. Except as provided in this subsection upon demand by Village made by and through its Director of Economic Development and Planning, Owner/Developer from time to time shall promptly reimburse Village for all reasonable expenses and cost incurred by Village in the administration of this Agreement, including outside

engineering and wastewater (FPA) 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/Developer upon its request, by a sworn statement of the Village; and such mutually agreed upon costs and expenses may be further confirmed by the Owner/Developer at either's option from additional documents designated from time to time by the Owner/Developer relevant to determining such costs and expenses.

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

- c. Legal Proceedings by Third Parties. In the event that any third party or parties institute any legal proceedings against the Owner/Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner/Developer, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:
 - i. Owner/Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
 - ii. If the Village, in its reasonable discretion, determines there is, or may probably be, a conflict of interest between Village and Owner/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/Developer shall reimburse the Village, from time to time on written demand from the Director of Community Development and notice of the amount due, for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.
- d. Legal Proceedings Between the Parties. In the event a party institutes legal proceedings against the other for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine whether there is a prevailing party on the substantiality of components of the judgment if both parties prevail on issues raised. In all events, the Court shall include in its judgment against the non-prevailing party all reasonable expenses of such legal proceedings incurred by the prevailing party, including

but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the prevailing party in connection therewith (and any appeal thereof).

20. Owner's Association:

- a. Membership in the owners' association shall be mandatory for each and every owner, and successive owner, of all dwelling units located on the Property.
- b. Except for the Village's sidewalks comprising public improvements within sidewalk easements on Outlot A, the owners' association shall own, and shall be responsible for the continuity, care, conservation, maintenance, and operation, in a first-rate condition and in accordance with predetermined standards, of the Outlot A and the Stormwater Easement, including without limitation all equipment, appurtenances, ponds, detention facilities, irrigation, access/egress gates into the development, and perimeter fencing located on or within the Outlot A and the Stormwater Easement and the cost of power required for the affected equipment and appurtenances.
- c. The owners' association shall be responsible for casualty and liability insurance for the improvements in Outlot A and the Stormwater Easement, and the Village shall be named as an additional insured on policies of liability insurance for at least Outlot A and the Stormwater Easement, as obtained by the owners' association.
- d. The owners of all dwelling units located on the Property or the owners' association, as applicable, shall be responsible for real estate taxes for Outlot A and the Stormwater Easement.
- e. The owners of all dwelling units located on the Development Property shall pay their pro rata share of all costs and expenses incurred by the owners' association by means of an assessment to be levied by the owners' association that meets the requirements for becoming a lien on the Property in accordance with the statutes of the State of Illinois.
- f. The owners' association shall have the right to adjust the assessment to meet changed needs, except any assessment imposed by the Village. The membership vote required to authorize an adjustment shall not be fixed at more than the lesser of a simple majority of the members voting on the issue or the minimum required under applicable Illinois law.
- g. The owners' association shall be created and established prior to the sale of any portion of the Development Property.
- h. To the extent that enforcement relates to Outlot A or the Stormwater Easement, or to a violation of the declaration that also constitutes a public

nuisance as defined in the Village's ordinances, the Village, owners' association, as well as the owners of the dwelling units located on the Property, shall have the right to enforce the declaration.

- i. The Village shall have the right, but not the obligation, after ten days' written notice to the owners' association, (i) to perform any maintenance or repair work that, in the sole opinion of the Village, the owners' association or an owner has neglected to perform on the Outlot A or the Stormwater Easement, (ii) to charge the owners' association, or in the absence of the association the membership, for that work, (iii) to file a lien against the property of the owners' association or the property of any member failing that neglected to perform maintenance or repair work, and (iv) to enforce the lien in the manner provided by law for mortgage foreclosure proceedings.
- j. The declaration shall run with and bind any and all portions of the Property, and shall be binding on the Owner, and its successors in interest, to all portions of the Property; provided, however, that the declaration may provide for its amendment, modification, or termination at any time, provided further, that prior consent of the Village to said amendment, modification, or termination shall be required if it affects the rights of the Village in Outlot A or the Stormwater Easement.
- k. The original declaration must be approved in form and substance by the Village Attorney, in writing, prior to being adopted, declared and recorded by the Owner/Developer or the owners' association.

21. General Provisions:

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

- i. If to the Village or Corporate Authorities:

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

With a copy to:

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

Director of Economic Development and Planning
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148

Jason A. Guisinger, Esq.
Anne M. Skrodzki, Esq.
KLEIN, THORPE AND JENKINS, LTD.
120 S. LaSalle Street Suite 1710
Chicago, Illinois 60602

ii. If to the Owner:

AFSAR DEVELOPERS LLC
c/o Ahmed Khan
2000 Bloomingdale Road, Suite 100
Glendale Heights, Illinois 60139

With a copy to:

AFSAR DEVELOPERS LLC
[at the address of its then-current registered agent]

With a copy to:

Mark W. Daniel, Esq.
DANIEL LAW OFFICE, P.C.
17W733 Butterfield Road, Suite F
Oakbrook Terrace, Illinois 60181

And with a copy to the homeowners' association at the address of its registered agent then placed on file with the Village.

- iii. If to individual lot owner(s), notice shall be as required by applicable law, but shall at least include notice to the owner by name at the address of the lot and at the taxpayer address, if different, with a copy to the owners' association.

A Party may add a notice recipient provided that failure to provide notice to the additional recipient does not impact the validity of the notice. A Party may also change the notice address from time to time as designated in a written notice to the other parties according to This Section.

- b. Binding Agreement: This Agreement shall inure to the benefit of and shall be binding upon Owner/Developer's successors in any manner in title, and shall

be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality. Upon turnover and succession to title to all lots by others, Owner/Developer shall be released from this Agreement, but this release shall not affect still operative obligations under the terms of the Public Improvement Agreement attached as **EXHIBIT H**.

- c. Stay of Term in the Event of Court Contest: In the event the annexation of the Subject Property, the classification of the Subject Property for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period mentioned in subsection (s) below.
- d. Remedies: The Village and Owner/Developer, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default exists uncorrected for a period of thirty (30) days after written notice to any party to such default, the party seeking to enforce said provision shall have the right of specific performance and if said party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded by law to the parties, or their successor or successors in title.
- e. Conveyances: Nothing contained in this Agreement shall be construed to restrict or limit the right of Owner/Developer to sell or convey all or any portion of the Development Property, whether improved or unimproved.
- f. Survival of Representations: Each of the parties agrees that the representations, warranties and recitals set forth in the preambles to this Agreement are material to this Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such representations, warranties and recitals into this Agreement and the same shall continue during the period of this Agreement.
- g. Captions and Paragraph Headings: The captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- h. No Waiver or Relinquishment of Right to Enforce Agreement: Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term,

covenant, agreement or condition, but the same shall continue in full force and effect.

- i. 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.
- j. Recording: A copy of this Agreement and any amendments thereto or to **EXHIBIT H** shall be recorded by the Village at the expense of the Owner/Developer.
- k. Authorization to Execute: The Owner/Developer executing this Agreement warrants that they have lawful authority to execute this Agreement. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The enactment of the Ordinance approving this Agreement shall be deemed authorization of property designated Village officials and employees to act as contemplated by this Agreement and **EXHIBIT E**, **EXHIBIT F** and **EXHIBIT H**.
- l. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner/Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.
- m. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.
- n. 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. Full, scaled drawings shall be maintained on file by the Community Development Department and Village Clerk. The Parties shall initial and/or countersign all pages of this Agreement and all final exhibits to this Agreement for preservation in a secure location other than the Office of the Recorder of Deeds for DuPage County. Exhibits to the recorded version of this Agreement shall bear notice of the preservation and availability of full-sized exhibits from the Community Development Department and the Village Clerk.

- o. 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.
- p. 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.
- q. Term of Agreement: This Agreement shall be in full force and effect for a term of twenty (20) years from and after the date of execution of this Agreement.
- r. 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.
- s. Prohibition on Disconnection. Except with the express written consent of the Village, from the date on which the Subject Property is annexed to the Village through the term of this Agreement, the Owner/Developer shall not sign or file any petition for disconnection of all or any portion of the Development Property from the Village pursuant to Section 7-3-6 of the Illinois Municipal Code (65 ILCS 5/7-3-6), or any similar State statute provision in regard to the disconnection of property from the corporate limits of a municipality.

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

By: _____
Anthony Puccio
Village President

ATTEST:

Rayna Elkhatab
Village Clerk

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Anthony Puccio, personally known to me to be the President of the Village of Lombard, and Rayna Elkhatib, 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 ____ day of ____, 2025.

Commission Expires: _____

NOTARY PUBLIC

AFSAR DEVELOPERS, LLC

By: _____
Ahmed Khan, for AIK Living Trust
as Managing Member

Dated:

By: _____
Salman Khan, for SAK Living Trust
as Managing Member

Dated:

By: _____
Hasan Syed, for HS Living Trust
as Managing Member

Dated:

STATE OF ILLINOIS)

) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me a Notary Public within and for said County and State, personally appeared Ahmed I. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for AIK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Ahmed I. Khan acknowledged the instrument to be the free act and deed of the company.

GIVEN under my hand and official seal, this ____ day of _____, 2025.

Commission Expires: _____

Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2025, before me a Notary Public within and for said County and State, personally appeared Salman A. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for SAK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Salman A. Khan acknowledged the instrument to be the free act and deed of the company.

GIVEN under my hand and official seal, this ____ day of _____, 2025.

Commission Expires: _____

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2025, before me a Notary Public within and for said County and State, personally appeared Hasan Syed, to me personally known, who being by me duly sworn did say that he has the power of direction for HS Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Hasan Syed acknowledged the instrument to be the free act and deed of the company.

GIVEN under my hand and official seal, this ____ day of _____, 2025.

Commission Expires: _____

Notary Public

TABLE OF EXHIBITS

Legal Description of Subject Property	Exhibit A
Legal Description of 1308 Parcel	Exhibit B
Legal Description of Gap Strip	Exhibit C
Amended Planned Development Site Plan	Exhibit D-1
Planned Development Fence Plan	Exhibit D-2
Preliminary Landscape Plan	Exhibit D-3
Amended Preliminary Engineering Plans	Exhibit D-4
Exhibit Depicting Quit Claim Properties	Exhibit E
Form of Quitclaim Deed from Village	Exhibit F
Itemization of Relief	Exhibit G
Amended Public Improvement Agreement	Exhibit H
Proposed Final Plat	Exhibit I
Form of Recapture Agreement	Exhibit J

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOTS 1-22 AND OUTLOT A IN THE PINNACLE AT MEYER'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 2025 AS DOCUMENT R2025-015016, IN DUPAGE COUNTY, ILLINOIS.

FORMERLY KNOWN AS:

PARCEL ONE (1308 S. MEYERS ROAD, PERMANENT INDEX NO. 06-21-102-010)

LOT 7 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

PARCEL TWO (1312 S. MEYERS ROAD, PERMANENT INDEX NOS. 06-21-102-011, -012, -013)

LOT 8, 9, AND 10 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

PARCEL THREE (1320 S. MEYERS ROAD, PERMANENT INDEX NO. 06-21-102-014)

LOT 11 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

PARCEL FOUR (1330 S. MEYERS ROAD, PERMANENT INDEX NO. 06-21-102-028)

LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT 521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, IN DUPAGE COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING: THAT PART OF LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART

OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT 521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT A AFORESAID AND RUNNING THENCE NORTH 00 DEGREES 01 MINUTES 21 SECONDS EAST ALONG THE EAST LINE OF SAID LOT A , A DISTANCE OF 16.40 FEET (5.00 METERS); THENCE SOUTH 46 DEGREES 33 MINUTES 12 SECONDS WEST, 22.57 FEET (6.88 METERS) TO A POINT ON THE SOUTH LINE OF LOT A AFORESAID; THENCE SOUTH 86 DEGREES 54 MINUTES 56 SECONDS EAST ALONG SAID SOUTH LINE OF LOT A , A DISTANCE OF 16.40 FEET (5.00 METERS) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION OF 1308 S. MEYERS ROAD PROPERTY

(1308 S. MEYERS ROAD, PERMANENT INDEX NOS. 06-21-102-010)

LOT 7 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21,
TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT
179881, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT C

LEGAL DESCRIPTION OF GAP STRIP

THAT PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: A TRACT OF LAND BOUNDED ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 7 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, BOUNDED ON THE EAST BY THE WEST LINE OF SAID DIECKE'S DIVISION, BOUNDED ON THE SOUTH BY THE NORTH LINE OF LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, ACCORDING TO THE PLAT RECORDED MAY 17, 1947 AS DOCUMENT NO. R1947-521197 (CERTIFICATE OF CORRECTION RECORDED DECEMBER 17, 1947 AS DOCUMENT NO. R1947-536351), SAID NORTH LINE ALSO BEING THE NORTH LINE AND ITS WESTERLY EXTENSION OF LOT 12 IN SAID DEICKE'S DIVISION AND BOUNDED ON THE WEST BY THE EAST LINE OF THE WEST THIRTY (30) ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS MONUMENTED AND OCCUPIED, SAID EAST LINE ALSO BEING THE EAST LINE OF SCHOOL STREET AS MONUMENTED AND OCCUPIED.

COMMONLY KNOWN AS SAID STRIP OF LAND (ADDRESS UNASSIGNED) BEING APPROXIMATELY TWELVE (12) FEET WIDE AND A PART OF LAND ASSIGNED PERMANENT INDEX NO. 06-21-102-999 THAT IS SITUATED SOUTH OF THE NORTH LOT LINE OF 1308 S. MEYERS ROAD (DIECKE'S LOT 7, PIN 06-21-102-010) EXTENDED WEST.

PIN: 06-21-102-999 (PART)

EXHIBIT D

PRELIMINARY DEVELOPMENT PLANS

Full, scaled drawings have been maintained on file with the Community Development Department and Village Clerk of the Village of Lombard. The Parties have initialed and/or countersigned all pages of this Agreement and all final exhibits to this Agreement for preservation and availability of full-sized exhibits from the Community Development Department and the Village Clerk.

EXHIBIT D-1

Planned Development Site Plan

Full, scaled drawings have been maintained on file with the Community Development Department and Village Clerk of the Village of Lombard. The Parties have initialed and/or countersigned all pages of this Agreement and all final exhibits to this Agreement for preservation and availability of full-sized exhibits from the Community Development Department and the Village Clerk.

SITE PLAN

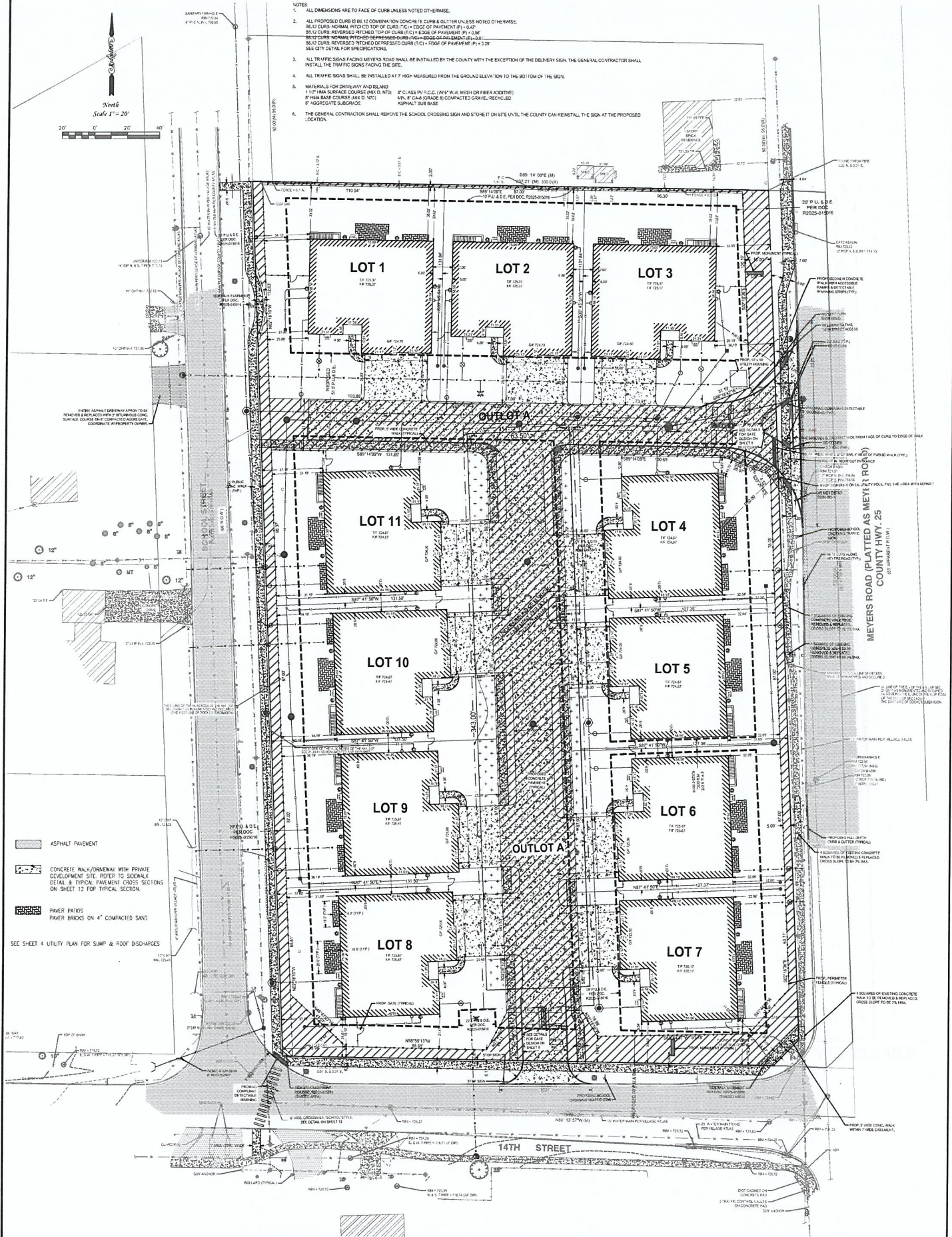
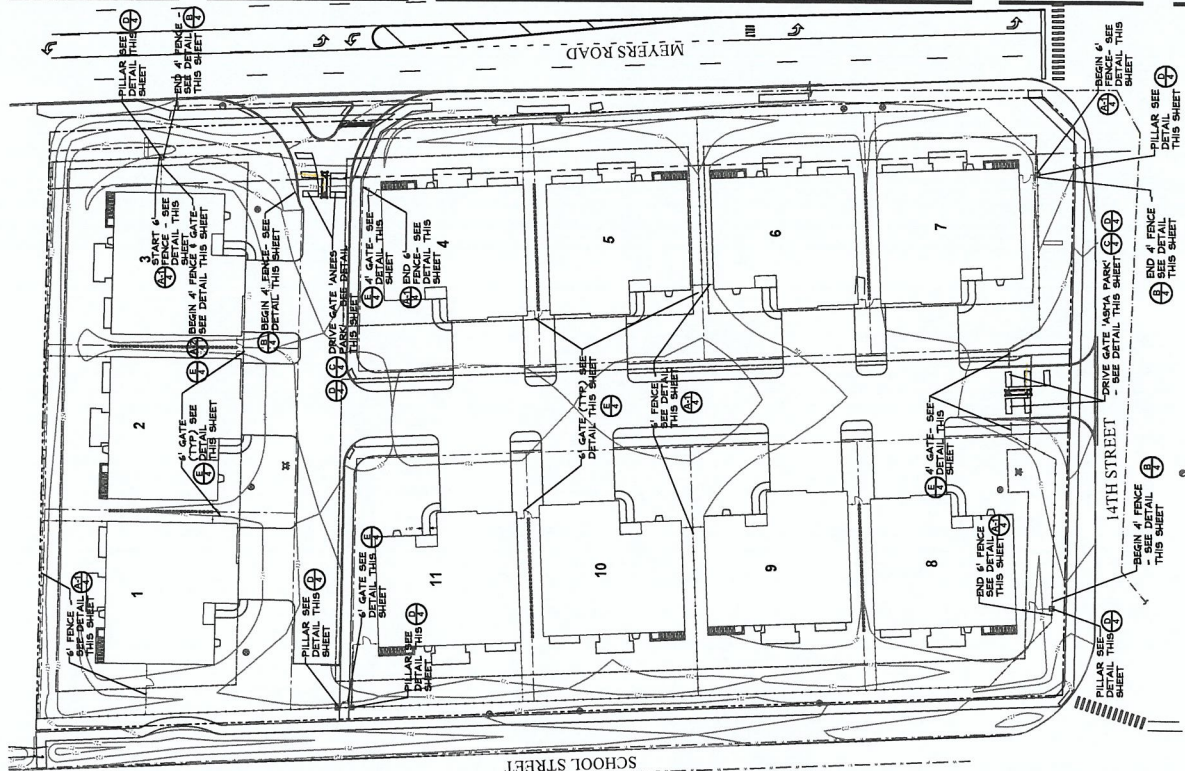


EXHIBIT D-2

Planned Development Fence Plan

Full, scaled drawings have been maintained on file with the Community Development Department and Village Clerk of the Village of Lombard. The Parties have initialed and/or countersigned all pages of this Agreement and all final exhibits to this Agreement for preservation and availability of full-sized exhibits from the Community Development Department and the Village Clerk.

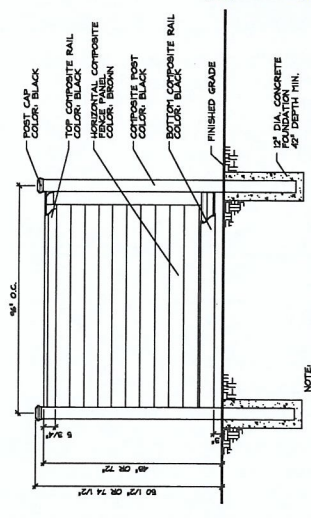


AMENITY SCHEDULE

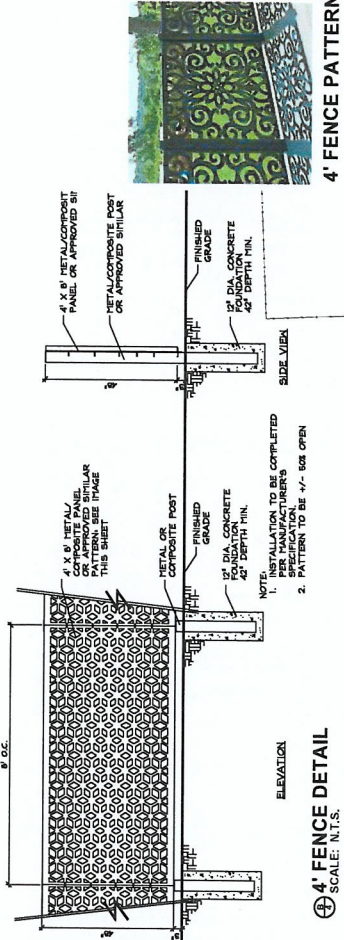
ITEM	QUANTITY	CORRECTIONS
1. 4' FENCE	1,771 LF	SOLID
2. 4' FENCE	41 LF	SOLID
3. 4' FENCE	516 LF	DECORATIVE
4. DRIVE GATE	2 EA	
5. PILLAR	5 EA	
6. GATE	15 EA	(4) 48" & (11) 72"



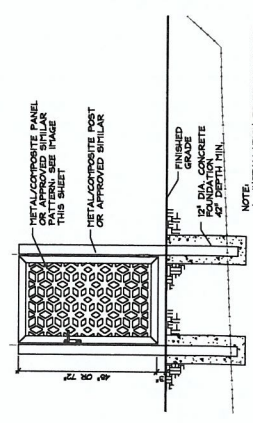
6' FENCE IMAGE



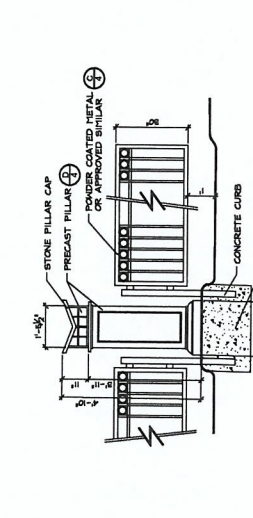
4' AND 6' FENCE DETAIL
SCALE: N.T.S.



4' FENCE DETAIL
SCALE: N.T.S.



4' FENCE PATTERN



GATE DETAIL
SCALE: N.T.S.

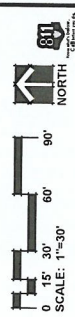


EXHIBIT D-3

Planned Development Preliminary Landscape Plan

Full, scaled drawings have been maintained on file with the Community Development Department and Village Clerk of the Village of Lombard. The Parties have initialed and/or countersigned all pages of this Agreement and all final exhibits to this Agreement for preservation and availability of full-sized exhibits from the Community Development Department and the Village Clerk.

Final Landscape Plan

Lombard, Illinois
June 30, 2025

CONSULTANTS:

LANDSCAPE ARCHITECT:

GARY R. WEBER ASSOCIATES, INC.
405 W LIBERTY DRIVE
WHEATON, ILLINOIS 60187

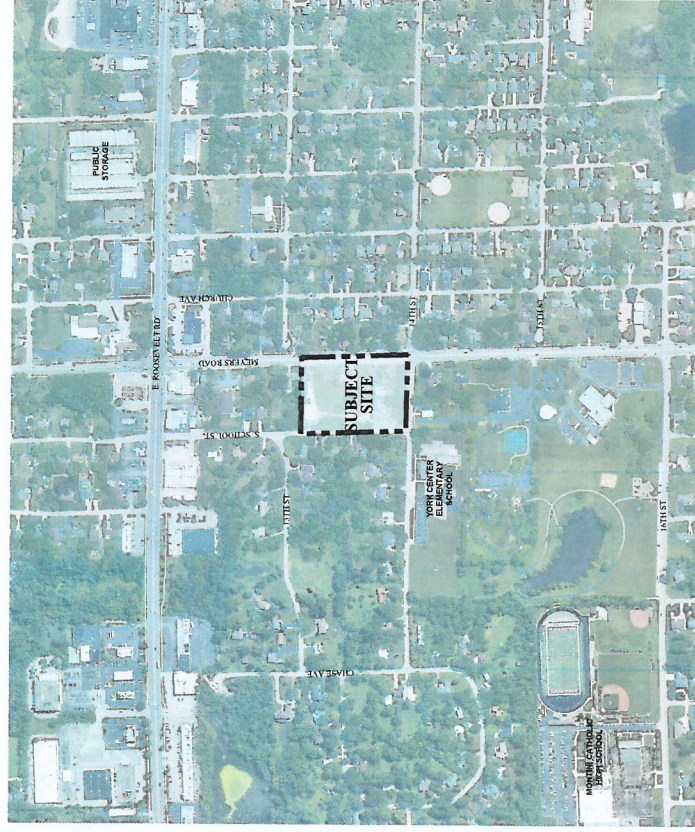


CIVIL ENGINEER:

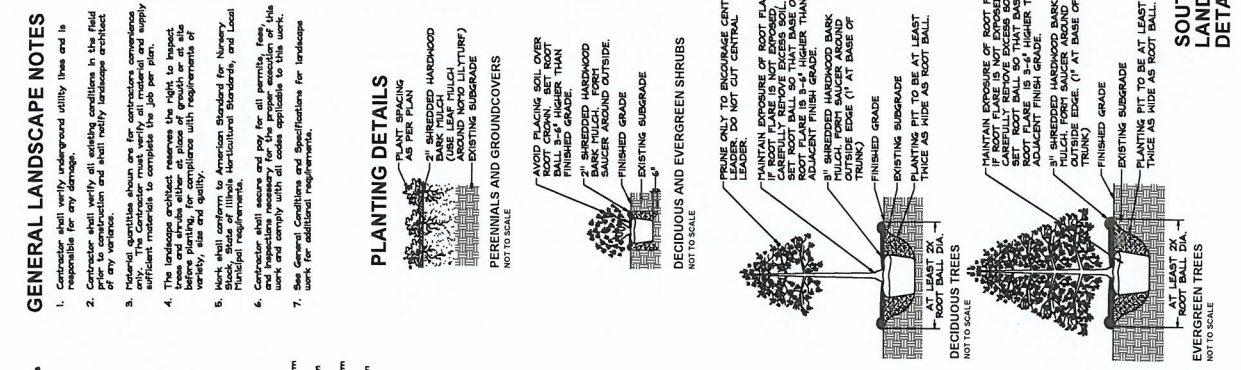
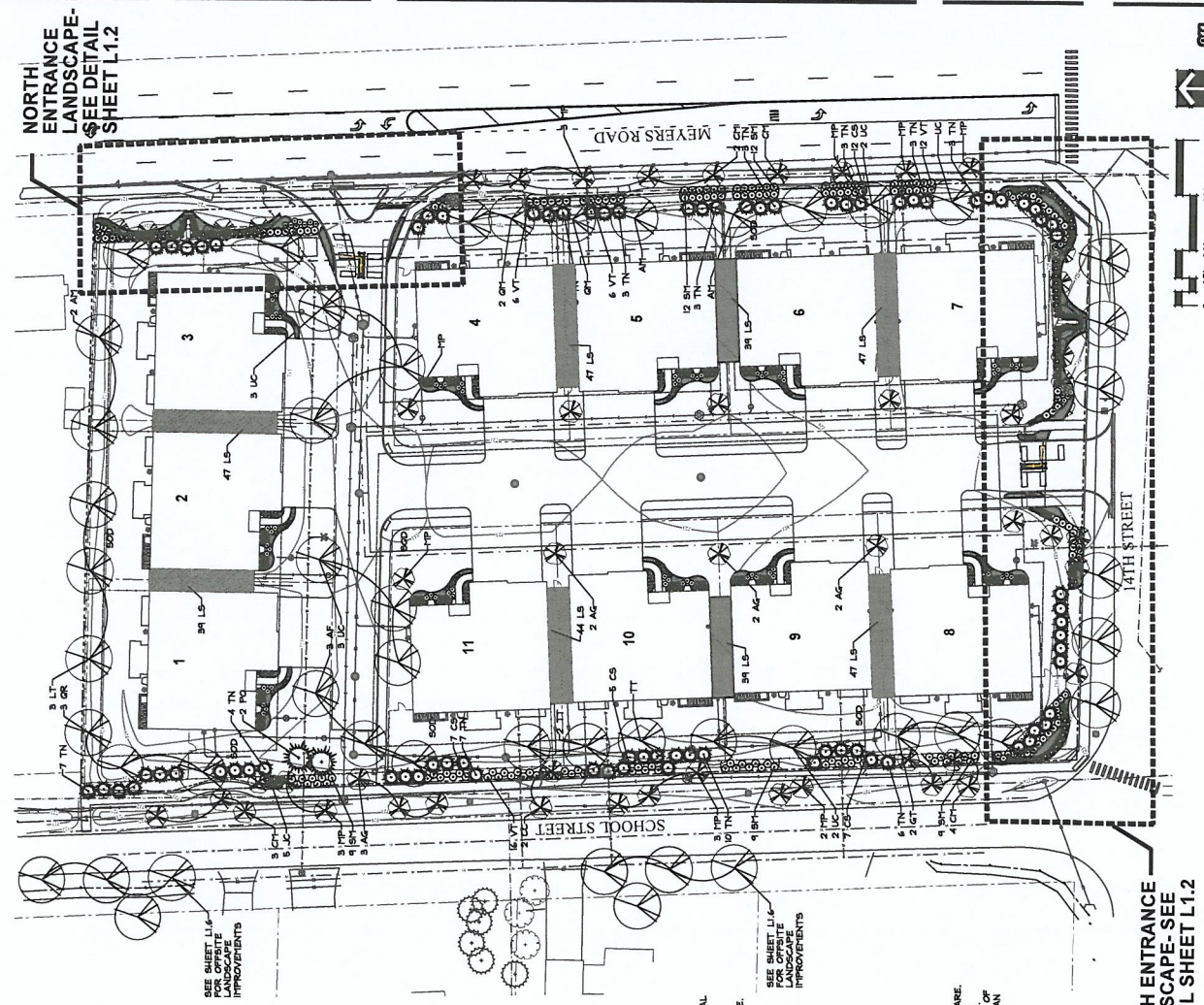
RIDGELINE CONSULTANTS, LLC
1661 AUCUTT ROAD
MONTGOMERY, ILLINOIS 60538



INDEX OF SHEETS	
<u>SHEET NO</u>	<u>DESCRIPTION</u>
L1.0	COVER SHEET
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE DETAILS
L1.3	AMENITY DETAILS
L1.4	TREE REMOVAL PLAN
L1.5	OFFSITE IMPROVEMENTS
L1.6	LANDSCAPE SPECIFICATIONS



LOCATION MAP
SCALE: 1"=300'



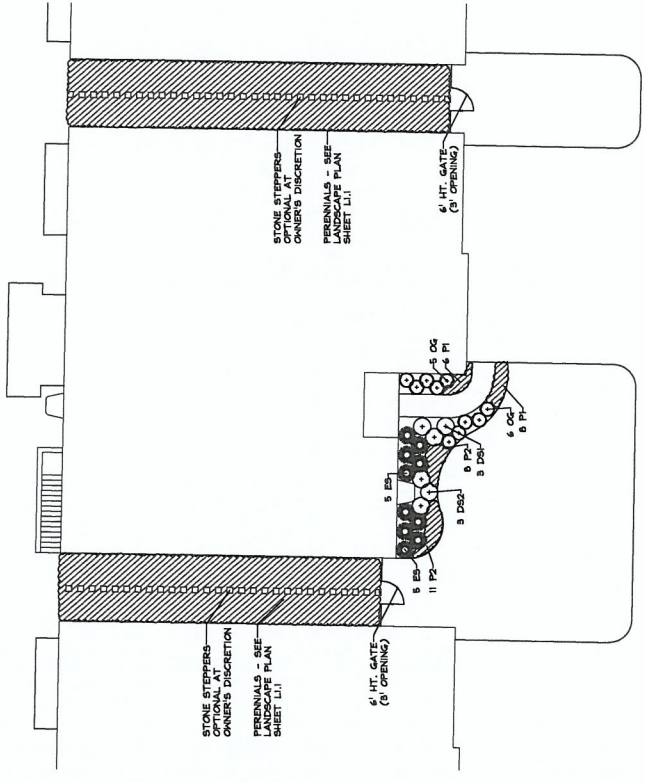
Key	Qty	Botanical/Common Name	Size	Remarks
AF	3	SHADE TREES Norfolk Island Pawpaw	2 1/2' Cal.	
AT	4	Star Magnolia	2 1/2' Cal.	
GT	3	Star Magnolia	2 1/2' Cal.	
LT	3	Star Magnolia	2 1/2' Cal.	
RT	3	Star Magnolia	2 1/2' Cal.	
GR	3	Star Magnolia	2 1/2' Cal.	
TT	3	Star Magnolia	2 1/2' Cal.	
UC	3	Star Magnolia	2 1/2' Cal.	
AG	3	Star Magnolia	2 1/2' Cal.	
GC	3	Star Magnolia	2 1/2' Cal.	
CP	3	Star Magnolia	2 1/2' Cal.	
PP	3	Star Magnolia	2 1/2' Cal.	
PO	3	Star Magnolia	2 1/2' Cal.	
TH	3	Star Magnolia	2 1/2' Cal.	
CS	3	Star Magnolia	2 1/2' Cal.	
HP	3	Star Magnolia	2 1/2' Cal.	
BT	3	Star Magnolia	2 1/2' Cal.	
VT	3	Star Magnolia	2 1/2' Cal.	
LC	3	Star Magnolia	2 1/2' Cal.	
GC	3	Star Magnolia	2 1/2' Cal.	
SH	3	Star Magnolia	2 1/2' Cal.	
AS	3	Star Magnolia	2 1/2' Cal.	
HL	3	Star Magnolia	2 1/2' Cal.	
NT	3	Star Magnolia	2 1/2' Cal.	
EF	3	Star Magnolia	2 1/2' Cal.	
LS	3	Star Magnolia	2 1/2' Cal.	
BA	3	Star Magnolia	2 1/2' Cal.	
4, 4A	3	Star Magnolia	2 1/2' Cal.	

**PLANT LIST B
 (EVEN NUMBERED BUILDINGS)**

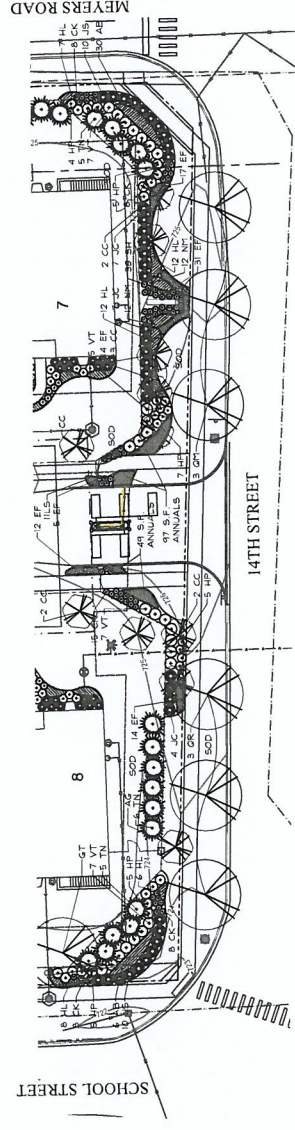
Key	Botanical/Common Name	Size	Remarks
D51	Hydrangea paniculata 'Grandiflora'	24" Tall	
D52	Eleocharis acicularis 'Kodak Red'	24" Tall	
D53	Eleocharis acicularis 'Kodak Red'	24" Tall	
D54	Eleocharis acicularis 'Kodak Red'	24" Tall	
D55	Eleocharis acicularis 'Kodak Red'	24" Tall	
D56	Eleocharis acicularis 'Kodak Red'	24" Tall	
D57	Eleocharis acicularis 'Kodak Red'	24" Tall	
D58	Eleocharis acicularis 'Kodak Red'	24" Tall	
D59	Eleocharis acicularis 'Kodak Red'	24" Tall	
D60	Eleocharis acicularis 'Kodak Red'	24" Tall	
D61	Eleocharis acicularis 'Kodak Red'	24" Tall	
D62	Eleocharis acicularis 'Kodak Red'	24" Tall	
D63	Eleocharis acicularis 'Kodak Red'	24" Tall	
D64	Eleocharis acicularis 'Kodak Red'	24" Tall	
D65	Eleocharis acicularis 'Kodak Red'	24" Tall	
D66	Eleocharis acicularis 'Kodak Red'	24" Tall	
D67	Eleocharis acicularis 'Kodak Red'	24" Tall	
D68	Eleocharis acicularis 'Kodak Red'	24" Tall	
D69	Eleocharis acicularis 'Kodak Red'	24" Tall	
D70	Eleocharis acicularis 'Kodak Red'	24" Tall	
D71	Eleocharis acicularis 'Kodak Red'	24" Tall	
D72	Eleocharis acicularis 'Kodak Red'	24" Tall	
D73	Eleocharis acicularis 'Kodak Red'	24" Tall	
D74	Eleocharis acicularis 'Kodak Red'	24" Tall	
D75	Eleocharis acicularis 'Kodak Red'	24" Tall	
D76	Eleocharis acicularis 'Kodak Red'	24" Tall	
D77	Eleocharis acicularis 'Kodak Red'	24" Tall	
D78	Eleocharis acicularis 'Kodak Red'	24" Tall	
D79	Eleocharis acicularis 'Kodak Red'	24" Tall	
D80	Eleocharis acicularis 'Kodak Red'	24" Tall	
D81	Eleocharis acicularis 'Kodak Red'	24" Tall	
D82	Eleocharis acicularis 'Kodak Red'	24" Tall	
D83	Eleocharis acicularis 'Kodak Red'	24" Tall	
D84	Eleocharis acicularis 'Kodak Red'	24" Tall	
D85	Eleocharis acicularis 'Kodak Red'	24" Tall	
D86	Eleocharis acicularis 'Kodak Red'	24" Tall	
D87	Eleocharis acicularis 'Kodak Red'	24" Tall	
D88	Eleocharis acicularis 'Kodak Red'	24" Tall	
D89	Eleocharis acicularis 'Kodak Red'	24" Tall	
D90	Eleocharis acicularis 'Kodak Red'	24" Tall	
D91	Eleocharis acicularis 'Kodak Red'	24" Tall	
D92	Eleocharis acicularis 'Kodak Red'	24" Tall	
D93	Eleocharis acicularis 'Kodak Red'	24" Tall	
D94	Eleocharis acicularis 'Kodak Red'	24" Tall	
D95	Eleocharis acicularis 'Kodak Red'	24" Tall	
D96	Eleocharis acicularis 'Kodak Red'	24" Tall	
D97	Eleocharis acicularis 'Kodak Red'	24" Tall	
D98	Eleocharis acicularis 'Kodak Red'	24" Tall	
D99	Eleocharis acicularis 'Kodak Red'	24" Tall	
D100	Eleocharis acicularis 'Kodak Red'	24" Tall	

**PLANT LIST A
 (ODD NUMBERED BUILDINGS)**

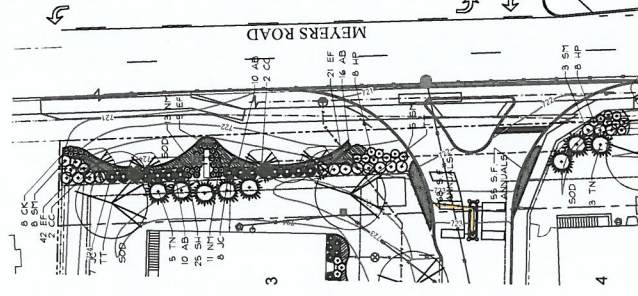
Key	Botanical/Common Name	Size	Remarks
D51	Hydrangea paniculata 'Grandiflora'	24" Tall	
D52	Eleocharis acicularis 'Kodak Red'	24" Tall	
D53	Eleocharis acicularis 'Kodak Red'	24" Tall	
D54	Eleocharis acicularis 'Kodak Red'	24" Tall	
D55	Eleocharis acicularis 'Kodak Red'	24" Tall	
D56	Eleocharis acicularis 'Kodak Red'	24" Tall	
D57	Eleocharis acicularis 'Kodak Red'	24" Tall	
D58	Eleocharis acicularis 'Kodak Red'	24" Tall	
D59	Eleocharis acicularis 'Kodak Red'	24" Tall	
D60	Eleocharis acicularis 'Kodak Red'	24" Tall	
D61	Eleocharis acicularis 'Kodak Red'	24" Tall	
D62	Eleocharis acicularis 'Kodak Red'	24" Tall	
D63	Eleocharis acicularis 'Kodak Red'	24" Tall	
D64	Eleocharis acicularis 'Kodak Red'	24" Tall	
D65	Eleocharis acicularis 'Kodak Red'	24" Tall	
D66	Eleocharis acicularis 'Kodak Red'	24" Tall	
D67	Eleocharis acicularis 'Kodak Red'	24" Tall	
D68	Eleocharis acicularis 'Kodak Red'	24" Tall	
D69	Eleocharis acicularis 'Kodak Red'	24" Tall	
D70	Eleocharis acicularis 'Kodak Red'	24" Tall	
D71	Eleocharis acicularis 'Kodak Red'	24" Tall	
D72	Eleocharis acicularis 'Kodak Red'	24" Tall	
D73	Eleocharis acicularis 'Kodak Red'	24" Tall	
D74	Eleocharis acicularis 'Kodak Red'	24" Tall	
D75	Eleocharis acicularis 'Kodak Red'	24" Tall	
D76	Eleocharis acicularis 'Kodak Red'	24" Tall	
D77	Eleocharis acicularis 'Kodak Red'	24" Tall	
D78	Eleocharis acicularis 'Kodak Red'	24" Tall	
D79	Eleocharis acicularis 'Kodak Red'	24" Tall	
D80	Eleocharis acicularis 'Kodak Red'	24" Tall	
D81	Eleocharis acicularis 'Kodak Red'	24" Tall	
D82	Eleocharis acicularis 'Kodak Red'	24" Tall	
D83	Eleocharis acicularis 'Kodak Red'	24" Tall	
D84	Eleocharis acicularis 'Kodak Red'	24" Tall	
D85	Eleocharis acicularis 'Kodak Red'	24" Tall	
D86	Eleocharis acicularis 'Kodak Red'	24" Tall	
D87	Eleocharis acicularis 'Kodak Red'	24" Tall	
D88	Eleocharis acicularis 'Kodak Red'	24" Tall	
D89	Eleocharis acicularis 'Kodak Red'	24" Tall	
D90	Eleocharis acicularis 'Kodak Red'	24" Tall	
D91	Eleocharis acicularis 'Kodak Red'	24" Tall	
D92	Eleocharis acicularis 'Kodak Red'	24" Tall	
D93	Eleocharis acicularis 'Kodak Red'	24" Tall	
D94	Eleocharis acicularis 'Kodak Red'	24" Tall	
D95	Eleocharis acicularis 'Kodak Red'	24" Tall	
D96	Eleocharis acicularis 'Kodak Red'	24" Tall	
D97	Eleocharis acicularis 'Kodak Red'	24" Tall	
D98	Eleocharis acicularis 'Kodak Red'	24" Tall	
D99	Eleocharis acicularis 'Kodak Red'	24" Tall	
D100	Eleocharis acicularis 'Kodak Red'	24" Tall	



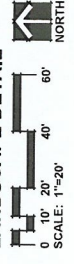
**TYPICAL SINGLE FAMILY
 FOUNDATION LANDSCAPE PLAN**
 SCALE: 1"=10'

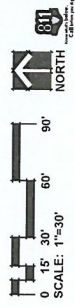
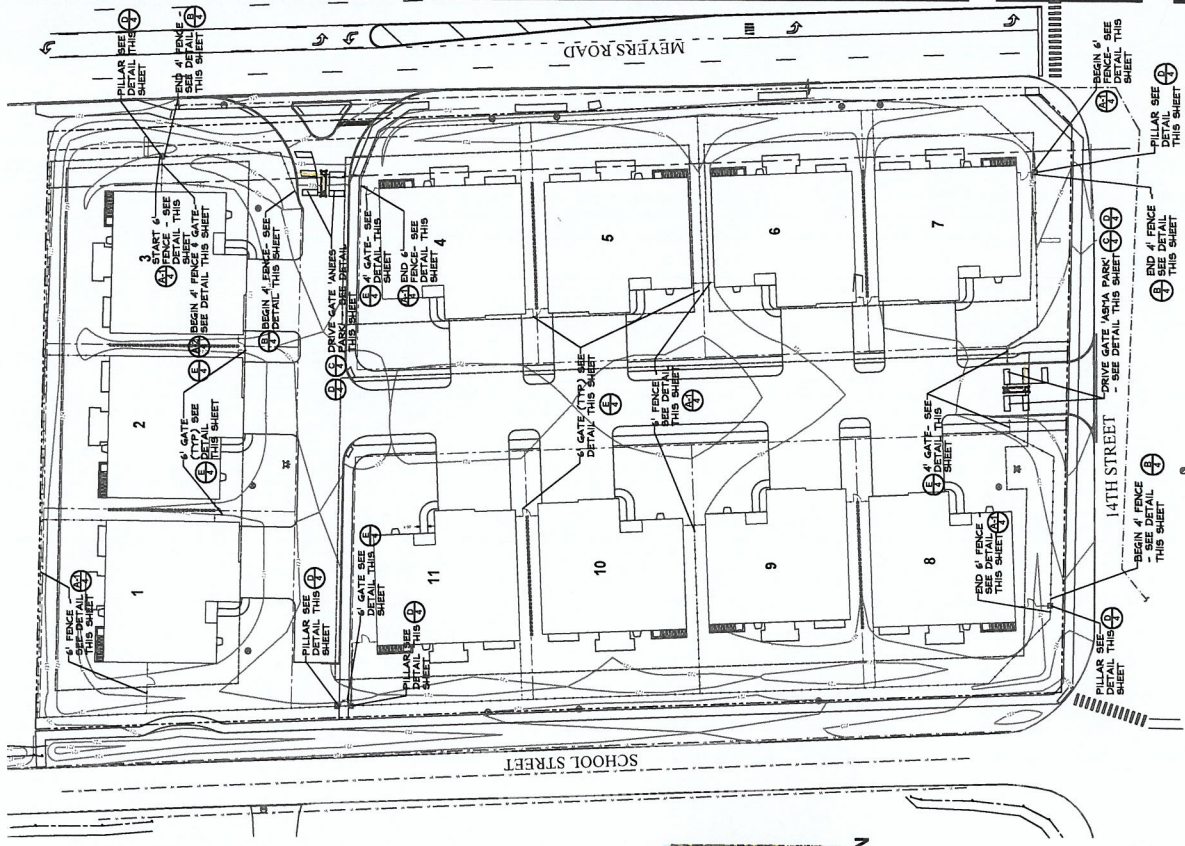


**SOUTH ENTRANCE
 LANDSCAPE DETAIL**
 SCALE: 1"=20'



**NORTH ENTRANCE
 LANDSCAPE DETAIL**
 SCALE: 1"=20'





AMENITY SCHEDULE

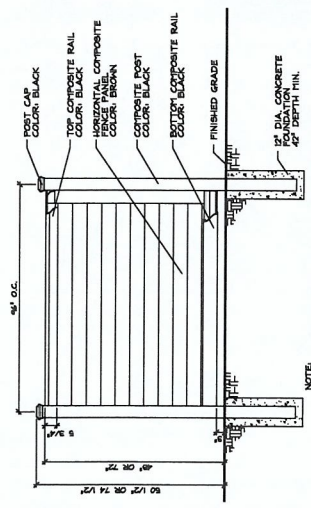
ITEM	QUANTITY	COMMENTS
① 6' FENCE	1,777 LF	SOLID
② 4' FENCE	41 LF	SOLID
③ 4' FENCE	316 LF	DECORATIVE
④ DRIVE GATE	2 EA	
⑤ PILLAR	5 EA	
⑥ GATE	15 EA	(4) 40' x (11) 72'



6' FENCE IMAGE

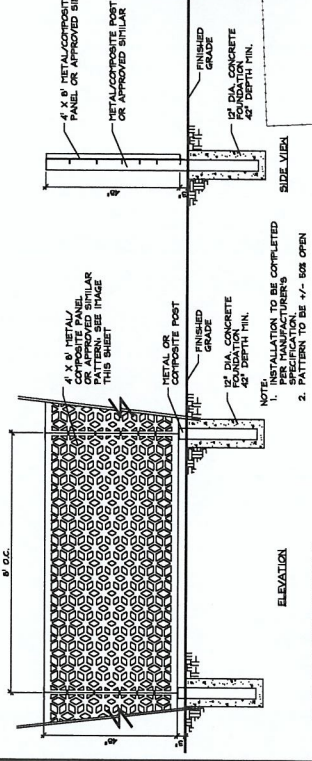


4' FENCE PATTERN

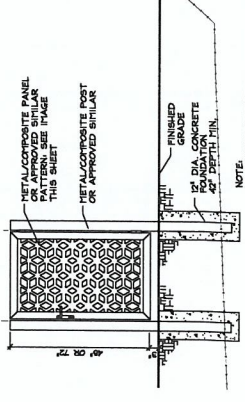


NOTE:
 1. INSTALLATION TO BE COMPLETED PER MANUFACTURER'S SPECIFICATION.
 2. ALL INTERIOR FINISHES SHALL BE 4' SOLID, EXCEPT THE EAST SECTION ON LOT 6 PRIOR TO THE HOUSE TO THE PROPERTY LINE, WHICH IS TO BE 4' AS NOTED.

4' AND 6' FENCE DETAIL
 SCALE: N.T.S.

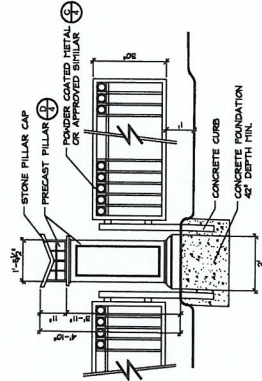


4' FENCE DETAIL
 SCALE: N.T.S.

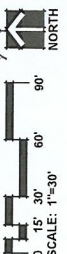


NOTE:
 1. INSTALLATION TO BE COMPLETED PER MANUFACTURER'S SPECIFICATION.
 2. PATTERN TO BE 4'-6" SOLID OPEN.


GATE DETAIL
 SCALE: N.T.S.




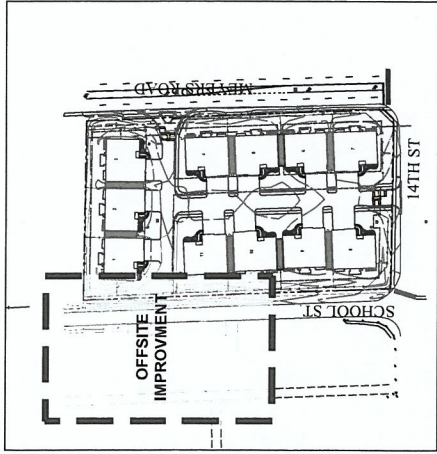
DRIVE GATE & PILLAR
 SCALE: N.T.S.

[illegible]

LEGEND

 **TREE TO BE PRESERVED**

 **TREE TO BE REMOVED**

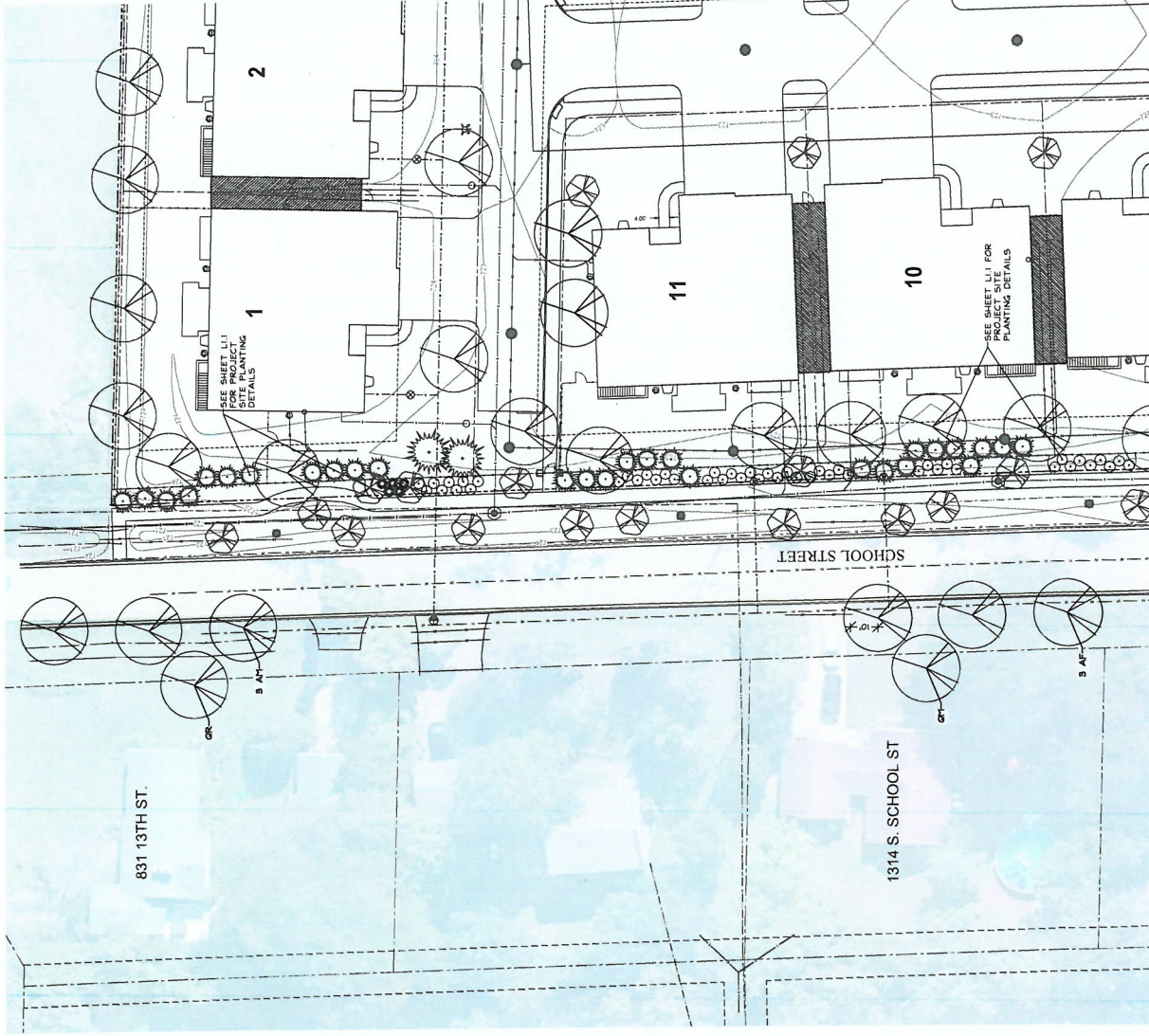


LOCATION MAP

PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
SHADE TREES				
AF	3	American Hornbeam	2 1/2" Cal.	
AF1	3	Flamingo Freesia Maple	2 1/2" Cal.	
AF1	3	American Hornbeam	2 1/2" Cal.	
OT	1	Quercus macrocarpa	2 1/2" Cal.	
OR	1	Burr Oak	2 1/2" Cal.	
MISC. MATERIALS				
2		SHRUBBED HANDMADE FULCH	C.T.	

NOTE: SHRUBBED HANDMADE FULCH TO BE SUBMITTED WITH THE PROPOSAL.



0' 10' 20' 40' 60'
SCALE: 1"=20'



NORTH



GARY R. WEBER
ASSOCIATES, INC.
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 W. LIBERTY DRIVE
WILSON, KENTUCKY 40391
PHONE: 502/664-7197
www.grwa.com

RODELINE
CONSULTANTS, LLC
181 MOULT ROAD
MONTICELLO, IL 61858

THE PINNACLE AT MEYERS

LANDSCAPE SPECIFICATIONS

1312 S. MEYERS ROAD
LOMBARD, ILLINOIS

REVISIONS	DATE	BY	CHKD
1	05.03.2025		
2	05.20.2025		
3	05.23.2024		
4	05.16.2024		



L1.6

REVISIONS	DATE	BY	CHKD
1	05.03.2025		
2	05.20.2025		
3	05.23.2024		
4	05.16.2024		

LANDSCAPE WORK PART 1 - GENERAL

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:

1. The establishment of new lawns, shrubs, trees, and other plants as shown on Landscape Plans.
2. The removal of existing plants, trees, and shrubs as shown on Landscape Plans.
3. Any other work required for the completion of the project as specified in this document.
4. Any other work required for the completion of the project as specified in this document.
5. Permits which may be required.

1.2 QUALITY ASSURANCE

- A. All materials shall be of the highest quality and shall meet or exceed the minimum requirements of the State of Illinois Horticultural Standards and local ordinances.
- B. Quality Control Procedures:
 1. Supply landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
 2. Do not use materials which, if identified, indicate materials are not adequately suited for the intended use.
 3. Submit to Landscape Architect proof of non-invasiveness and proof of use of appropriate materials.
 4. Analyze and test. Package standard products with manufacturers' labels.

1.3 SUBMITTALS

- A. Planting Schedule:
 1. Submit a planting schedule showing dates for each type of planting.
 2. Submit a planting schedule showing dates for each type of planting.
- B. Maintenance Instruction - Landscape Work:
 1. Submit two (2) copies of maintenance instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to application of required maintenance periods.
 2. Maintenance instructions shall include: weeding, fertilizing, pruning, mulching and watering. Provide a detailed maintenance schedule for each type of plant material. Provide a detailed maintenance schedule for each type of plant material.
 3. Submit two (2) copies of soil test of existing landscape with recommendations for soil additive requirement to Landscape Architect for review and written approval.
 4. Submit two (2) samples of shredded bark mulch, erosion control blankets, and all other products and materials as specified in plans to Landscape Architect for review and written approval.
 5. Maintenance materials shall be of the highest quality and shall meet or exceed the minimum requirements of the State of Illinois Horticultural Standards and local ordinances.
- C. Guarantee:
 1. Submit two (2) copies of a written guarantee from the Contractor, signed by the Contractor, guaranteeing the work for a period of one year from the date of completion of the work.
 2. The guarantee shall be in the form of a written contract, signed by the Contractor, guaranteeing the work for a period of one year from the date of completion of the work.
- D. Job Conditions:
 1. Submit two (2) copies of a written statement from the Contractor, signed by the Contractor, guaranteeing the work for a period of one year from the date of completion of the work.
 2. The statement shall be in the form of a written contract, signed by the Contractor, guaranteeing the work for a period of one year from the date of completion of the work.

1.4 JOB CONDITIONS

- A. Erosion and sediment control:
 1. Erosion and sediment control measures shall be installed and maintained throughout the construction process.
 2. Erosion and sediment control measures shall be installed and maintained throughout the construction process.
- B. Utilities:
 1. Review underground utility location maps and plans, notify local utility companies, and obtain necessary permits for excavation and installation of utilities.
 2. Contractor shall be responsible for any damage to utilities or property.
- C. Excavation:
 1. When conditions detrimental to plant growth are encountered such as poor soil, low water table, or other conditions, notify Landscape Architect before planting.

1.5 GUARANTEES

- A. Guarantee seed and sodded areas through the specified maintenance period and until final inspection.
- B. Guarantee trees, shrubs, grasses and perennials for a period of one year from the date of completion of the work. Guarantee trees, shrubs, grasses and perennials for a period of one year from the date of completion of the work. Guarantee trees, shrubs, grasses and perennials for a period of one year from the date of completion of the work.

LANDSCAPE WORK PART 2 - PLANT MATERIALS

2.1 LAWN SOO

Provide already seeded and, not less than two (2) years old and free of weeds and other plants, ready for immediate use. Provide already seeded and, not less than two (2) years old and free of weeds and other plants, ready for immediate use. Provide already seeded and, not less than two (2) years old and free of weeds and other plants, ready for immediate use.

2.2 GRASSES, PERENNIALS AND ANNUALS

Provide plants, established and well-rooted, in landscape containers or burlap, with a minimum root system of 18 inches in length and 1/2 inch in diameter. Provide plants, established and well-rooted, in landscape containers or burlap, with a minimum root system of 18 inches in length and 1/2 inch in diameter. Provide plants, established and well-rooted, in landscape containers or burlap, with a minimum root system of 18 inches in length and 1/2 inch in diameter.

2.3 TREES AND SHRUBS

- A. Name and Variety:
 1. Provide nursery grown plant material trees to meet and exceed the minimum requirements of the State of Illinois Horticultural Standards and local ordinances.
 2. Provide nursery grown plant material trees to meet and exceed the minimum requirements of the State of Illinois Horticultural Standards and local ordinances.
- B. Quality:
 1. Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z601 "Standard for Nursery Stock" and all other applicable standards.
 2. Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z601 "Standard for Nursery Stock" and all other applicable standards.
- C. Deciduous Trees:
 1. Provide trees of height and other listed or shown and with spreading habit as specified in the plans.
 2. Provide trees of height and other listed or shown and with spreading habit as specified in the plans.
- D. Deciduous Shrubs:
 1. Provide shrubs of the height shown or listed and with not less than the minimum number of stems required by ANSI Z601 for the type and size of shrub.
 2. Provide shrubs of the height shown or listed and with not less than the minimum number of stems required by ANSI Z601 for the type and size of shrub.
- E. Coniferous Evergreens:
 1. Provide evergreens of the size shown or listed.
 2. Provide evergreens of the size shown or listed.
- F. Inspection:
 1. All plants shall be subject to inspection and review at the place of delivery, prior to delivery and immediately to satisfaction requirements as to quality, right of inspection and rejection upon delivery at the site or during the project.

Progress of the work, for site and condition of soils, and other, adverse, landscape and water-related or injuries. Subjected plants shall be removed immediately from the site.

2.4 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean, well-aerated loam (sand/silt/clay) in the proportion of 1/3 sand, 1/3 silt, and 2/3 clay. Provide planting soil mixture consisting of clean, well-aerated loam (sand/silt/clay) in the proportion of 1/3 sand, 1/3 silt, and 2/3 clay. Provide planting soil mixture consisting of clean, well-aerated loam (sand/silt/clay) in the proportion of 1/3 sand, 1/3 silt, and 2/3 clay.

2.5 FILLING

Provide sample to Landscape Architect for approval prior to ordering materials. Provide sample to Landscape Architect for approval prior to ordering materials. Provide sample to Landscape Architect for approval prior to ordering materials.

LANDSCAPE WORK PART 3 - SOILWORK

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

3.2 PLANTINGS

- A. Seeding New Lawns:
 1. Remove existing grass, vegetation and turf. Dispose of each material legally off-site, do not turn over soil being prepared for lawn.
 2. Till to a depth of not less than 6" apply soil amendments as needed.
 3. Apply seed and fertilizer in accordance with the manufacturer's instructions.
 4. Water thoroughly after seeding.
- B. Grasses and Perennials:
 1. Grasses and perennials shall be planted in continuous beds of not less than 10' x 10'.
 2. Grasses and perennials shall be planted in continuous beds of not less than 10' x 10'.
- C. Trees and Shrubs:
 1. All trees and shrubs shall be planted in continuous beds of not less than 10' x 10'.
 2. All trees and shrubs shall be planted in continuous beds of not less than 10' x 10'.

Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'.

Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'.

Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'.

Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'.

Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'.

Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'.

Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'. Grass seed and sodded areas shall be planted in continuous beds of not less than 10' x 10'.

3.3 INITIAL MAINTENANCE

Begin maintenance immediately after planting, continuing until final completion. Begin maintenance immediately after planting, continuing until final completion. Begin maintenance immediately after planting, continuing until final completion.

3.4 CLEAN UP AND PROTECTION

- A. During landscape work, store materials and equipment where directed. Keep materials clean and work areas and adjacent areas in an orderly condition.
- B. Protect existing plants, trees, shrubs and other plants from damage during operations by other trades and workers. Protect existing plants, trees, shrubs and other plants from damage during operations by other trades and workers.
- C. Maintain all areas of the site in a clean and orderly condition.

3.5 INSPECTION AND ACCEPTANCE

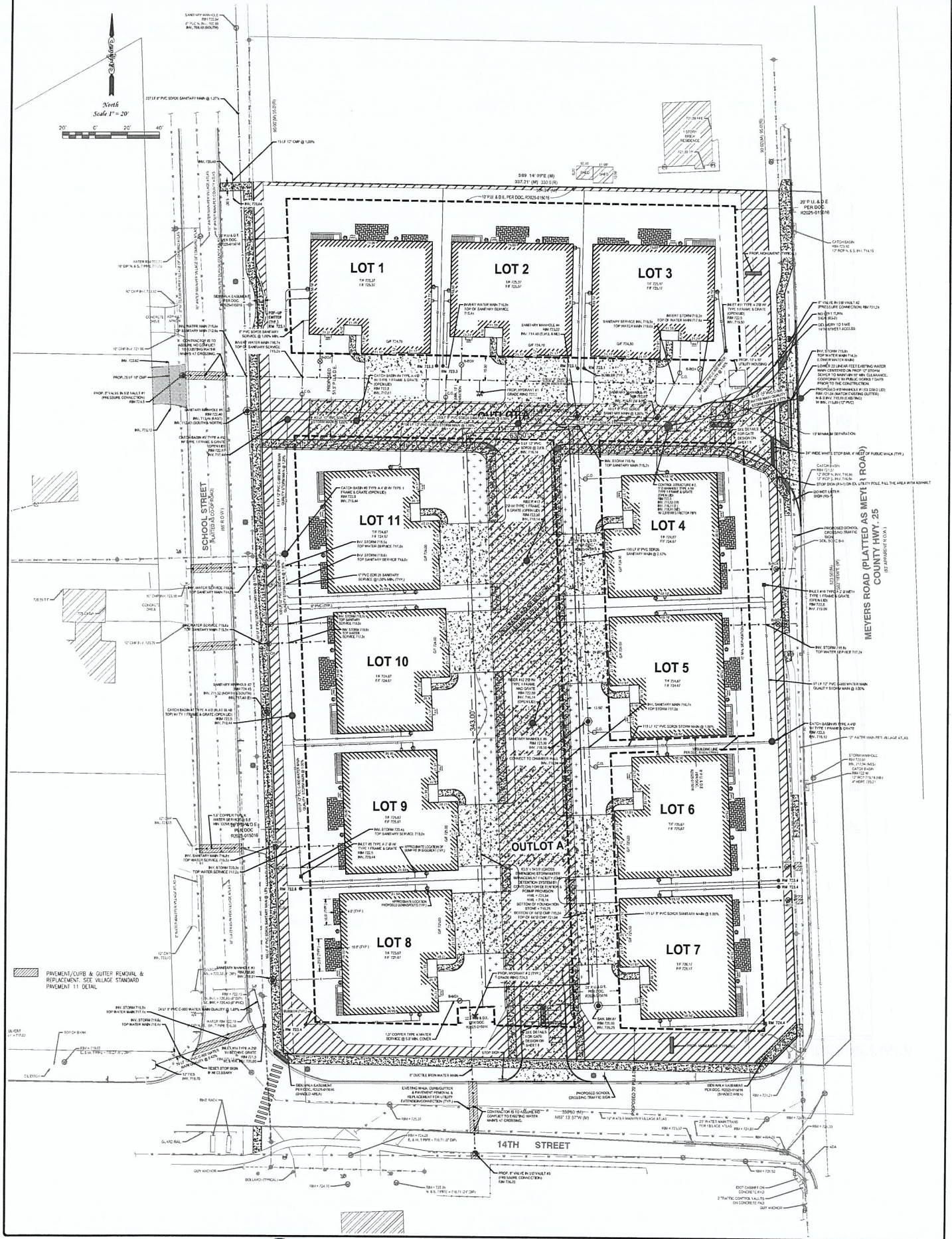
- A. The Landscape Architect shall inspect the work at intervals of not less than 10' x 10'.
- B. Supply written affidavit certifying completion of each material and quantity of each material.
- C. Notify the Landscape Architect within five (5) days after completing final inspection.
- D. When the landscape work is completed, including maintenance, the Landscape Architect shall inspect the work and accept the work.
- E. After final completion, the Owner shall be responsible for maintenance.

EXHIBIT D-4

Planned Development Preliminary Engineering

Full, scaled drawings have been maintained on file with the Community Development Department and Village Clerk of the Village of Lombard. The Parties have initialed and/or countersigned all pages of this Agreement and all final exhibits to this Agreement for preservation and availability of full-sized exhibits from the Community Development Department and the Village Clerk.

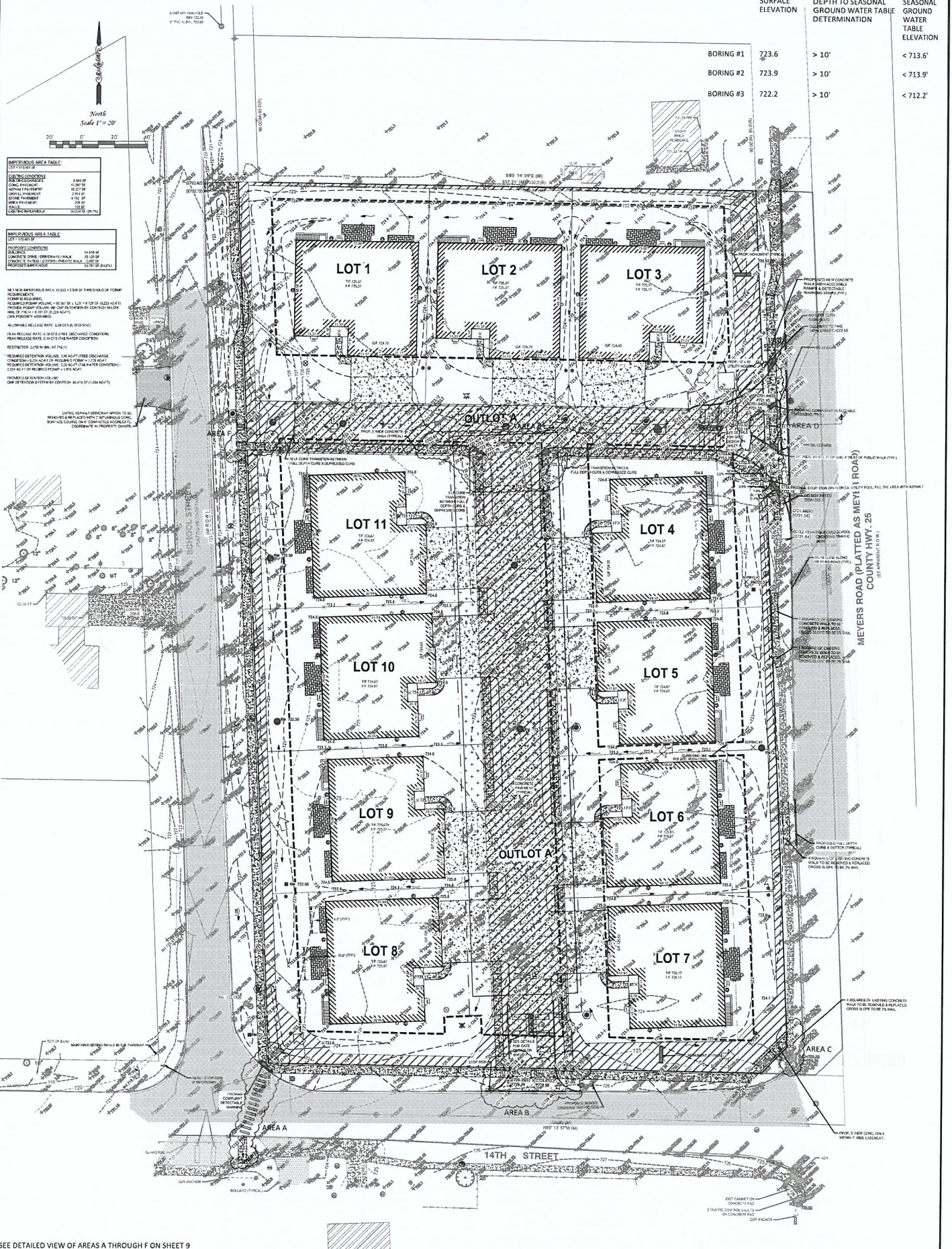
UTILITY PLAN



GRADING PLAN

SEASONAL GROUND WATER TABLE DETERMINATION

SURFACE ELEVATION	DEPTH TO SEASONAL GROUND WATER TABLE DETERMINATION	SEASONAL GROUND WATER TABLE ELEVATION
BORING #1 723.6	> 10'	< 713.6'
BORING #2 723.9	> 10'	< 713.9'
BORING #3 722.2	> 10'	< 712.2'



SEE DETAILED VIEW OF AREAS A THROUGH F ON SHEET 9

EXHIBIT E

QUIT CLAIM DEED

The GRANTOR, AFSAR DEVELOPERS, LLC, an Illinois limited liability company, of 201 East Army Trail Road, Suite #204, Bloomingdale, in the County of DuPage, State of Illinois, in consideration of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration in hand paid, CONVEYS and QUIT CLAIMS to GRANTEE, VILLAGE OF LOMBARD, an Illinois municipal corporation, of 255 E Wilson Avenue, Lombard, in the County of DuPage, State of Illinois, all of its right, title and interest in and to the following described Real Estate, situated in the County of DuPage, in the State of Illinois, to wit:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY BOUNDED ON THE NORTH BY THE SOUTH LINE OF ILLINOIS STATE HIGHWAY ROUTE 38, ALSO KNOWN AS ROOSEVELT ROAD, BOUNDED THE EAST BY DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, BOUNDED ON THE SOUTH BY THE NORTH LINE OF LOT 7 IN SAID DIECKE'S DIVISION EXTENDED WEST TO THE EAST LINE OF THE WEST THIRTY (30) ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS MONUMENTED AND OCCUPIED, SAID EAST LINE ALSO BEING THE EAST LINE OF SCHOOL STREET AS MONUMENTED AND OCCUPIED, AND BOUNDED ON THE WEST BY THE WEST THIRTY (30) ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS MUNUMENTED AND OCCUPIED, SAID EAST LINE ALSO BEING THE EAST LINE OF SCHOOL STREET AS MONUMENTED.

COMMONLY KNOWN AS: SAID STRIP OF LAND (ADDRESS UNASSIGNED) BEING APPROXIMATELY TWELVE (12) FEET WIDE AND A PART OF LAND ASSIGNED PERMANENT INDEX NO. 06-21-102-999 AND HAVING NO ADDRESS THAT IS SITUATED NORTH OF THE NORTH LOT LINE OF 1308 S. MEYERS ROAD (DIECKE'S LOT 7, PIN 06-21-102-010) EXTENDED WEST.

PIN: 06-21-102-999 (PART)

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. To Have and To hold said premises forever.

AFSAR DEVELOPERS, LLC, an Illinois limited liability company

By: [Signature]
Ahmed I. Khan, as Trustee of the AIK Living Trust, Manager

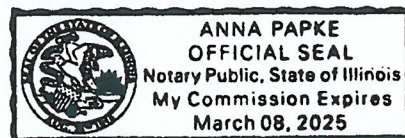
By: [Signature]
Hasan Syed, as Trustee of the HS Living Trust, Manager

By: [Signature]
Salman A. Khan, as Trustee of the SAK Living Trust, Manager

STATE OF ILLINOIS)
)
COUNTY OF ~~DUPAGE~~ ^{COOK}) SS.

On this 19th day of September, 2024, before me a Notary Public within and for said County and State, personally appeared Ahmed I. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for AIK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Ahmed I. Khan acknowledged the instrument to be the free act and deed of the company.

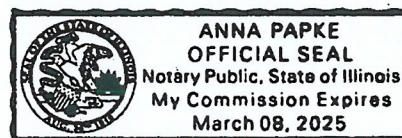
[Signature]
Notary Public



STATE OF ILLINOIS)
)
COUNTY OF ~~DUPAGE~~ ^{COOK}) SS.

On this 19th day of September, 2024, before me a Notary Public within and for said County and State, personally appeared Hasan Syed, to me personally known, who being by me duly sworn did say that he has the power of direction for HS Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Hasan Syed acknowledged the instrument to be the free act and deed of the company.

[Signature]
Notary Public



STATE OF ILLINOIS)
)
COUNTY OF ~~DUPAGE~~ ^{COOK})

ss.

On this 19th day of September, 2024, before me a Notary Public within and for said County and State, personally appeared Salman A. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for SAK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Salman A. Khan acknowledged the instrument to be the free act and deed of the company.

Notary Public

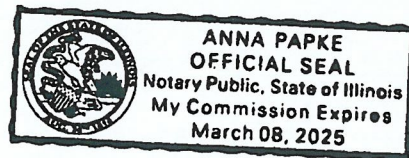


EXHIBIT F

QUIT CLAIM DEED

The GRANTOR, VILLAGE OF LOMBARD, an Illinois municipal corporation, of 255 E Wilson Avenue, Lombard, in the County of DuPage, State of Illinois, in consideration of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration in hand paid, CONVEYS and QUIT CLAIMS to GRANTEE, AFSAR DEVELOPERS, LLC, an Illinois limited liability company, of 201 East Army Trail Road, Suite #204, Bloomingdale, in the County of DuPage, State of Illinois, all of its right, title and interest in and to the following described Real Estate, situated in the County of DuPage, in the State of Illinois, to wit:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: A TRACT OF LAND BOUNDED ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 7 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, BOUNDED ON THE EAST BY THE WEST LINE OF SAID DIECKE'S DIVISION, BOUNDED ON THE SOUTH BY THE NORTH LINE OF LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, ACCORDING TO THE PLAT RECORDED MAY 17, 1947 AS DOCUMENT NO. R1947-521197 (CERTIFICATE OF CORRECTION RECORDED DECEMBER 17, 1947 AS DOCUMENT NO. R1947-536351), SAID NORTH LINE ALSO BEING THE NORTH LINE AND ITS WESTERLY EXTENSION OF LOT 12 IN SAID DEICKE'S DIVISION AND BOUNDED ON THE WEST BY THE EAST LINE OF THE WEST THIRTY (30) ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS MUNUMENTED AND OCCUPIED, SAID EAST LINE ALSO BEING THE EAST LINE OF SCHOOL STREET AS MONUMENTED AND OCCUPIED.

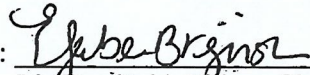
COMMONLY KNOWN AS SAID STRIP OF LAND (ADDRESS UNASSIGNED) BEING APPROXIMATELY TWELVE (12) FEET WIDE AND A PART OF LAND ASSIGNED PERMANENT INDEX NO. 06-21-102-999 AND HAVING NO ADDRESS THAT IS SITUATED SOUTH OF THE NORTH LOT LINE OF 1308 S. MEYERS ROAD (DIECKE'S LOT 7, PIN 06-21-102-010) EXTENDED WEST.

PIN: 06-21-102-999 (PART)

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. To Have and To hold said premises forever.

VILLAGE OF LOMBARD, an Illinois municipal corporation

By: 
Keith T. Giagnorio, Village President

Attest: 
Liz Brezinski, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

On this 19th day of September, 2024, before me a Notary Public within and for said County and State, personally appeared Keith T. Giagnorio, Village President of the Village of Lombard, and Liz Brezinski, Village Clerk of the Village of Lombard, to me personally known, who being by me duly sworn did say that they have the power and authority to act as herein reflected for the Village of Lombard as such Village President and Village Clerk, following all due authorization, and that the instrument was signed on behalf of the Village of Lombard by authority of its corporate authorities acting under its home rule powers under the 1970 Illinois Constitution and under the Illinois Municipal Code, and acknowledged the instrument to be the free act and deed of the Village of Lombard.

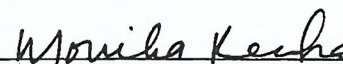

Notary Public



EXHIBIT G

ITEMIZATION OF RELIEF

1. Amend the approvals previously requested through Plan Commission petition PC 24-07, and granted by Ordinance No. 8292, as follows:
 - a. Pursuant to Section 155.504 of Village Code, approve the following major changes to the Pinnacle Planned Development:
 - i. Amendment to provide for development of 11 detached single-family residences, where the previous approval provided for 22 detached single-family residences;
 - ii. Pursuant to Section 155.407(F)(1)(a)(iv), which requires a front yard of 30 feet, deviations in order to adjust the prior relief granted for 22 lots and allow front yards of 28 feet on Lots 1-3 and 25 feet on Lots 4-11, as provided for in the Planned Development Site Plan and preliminary plat of subdivision;
 - iii. Pursuant to Section 155.407(F)(2), which requires a corner side yard of 20 feet, deviations in order to adjust the prior relief granted for 22 lots and allow corner side yards of nine (9) feet on Lot 4, and ten (10) feet on Lot 11, as provided for in the Planned Development Site Plan (all dimensions measured to the lot line shared with Outlot A);
 - iv. Pursuant to Section 154.506(D), variations in order to permit 11 lots with frontage on the private streets within the subdivision, where the previous approval provided this relief for 22 lots;
 - v. Pursuant to Section 155.210 and 155.210(A)(2)(b), a variation in order to allow an above-ground utility cabinet before the principal building and allow the cabinet in front of the south and east walls of the building on Lot 3, where previously this relief was granted relative to the same location on prior Lot 6;
 - b. Elimination of the following relief approved by Ordinance 8292:
 - i. Pursuant to Section 155.407(E), deviations to allow individual lot widths less than 60 feet;
 - ii. Pursuant to 155.407(F)(3), deviations to allow interior side yards of less than six (6) feet;
 - c. Preservation of the following relief approved by Ordinance 8292:
 - i. Pursuant to Section 155.407(G)(2) of Village Code, approve a conditional use for building height not to exceed 38 feet or three stories;
 - ii. Pursuant to Sections 155.510(A)(1) and Section 155.407(H), deviations in order to allow open space to be calculated across all parcels in the planned development rather than on a parcel-by-parcel

basis, and to allow a development with 45% open space where 50% open space is required;

- iii. Pursuant to Section 155.205(A)(1)(c), a variation in order to allow, as shown in the Landscape Plan and Planned Development Fence Plan, a 6-foot fence on Outlot A at all locations (a portion of the north fence extends along the abutting front yard to the north) except near the Meyers Road and 14th Street driveways where a 4-foot fence is depicted;
- iv. Pursuant to Section 155.711, variations in order to allow innovative landscaping per the submitted Landscape Plan;
- v. Pursuant to Section 154.304(D)(2) and Section 154.306(D)(2), variations in order to allow public improvements to the School Street and 14th Street rights-of-way depicted in the preliminary engineering plan, Planned Development Site Plan and Landscape Plan, as determined upon hearing and decision;
- vi. Pursuant to Section 154.304(D)(3), Section 154.306(D)(3) and Section 154.309, variations in order to allow improvements to the Meyers Road right-of-way depicted in the preliminary engineering plan, Planned Development Site Plan and Landscape Plan, as determined upon hearing and decision;
- vii. Pursuant to Section 154.407(A) and Section 154.503(D), variations in order to continue the existing widths of all abutting rights-of-way and pavement widths thereof;
- viii. Pursuant to Section 154.510 and Section 150.301, variations in order to permit the driveways onto Meyers Road and onto 14th Street as depicted in the preliminary engineering plans and Planned Development Site Plan provided that the gate shall remain operable to allow entry by all vehicles without access control so as not to stack vehicles over the sidewalk or cause backing movements;
- ix. Such other variations from Chapter 154, including those which exclude final landscape treatment from public improvements required to be completed prior to the initiation of the final ten percent (10%) of units but only to the extent required on lots that have not been certified for occupancy, as deemed necessary and appropriate;
- x. Pursuant to Section 153.232(B), a deviation in order to allow each subdivision sign at a height of six (6) feet, where a height of four (4) feet is permitted; and

2. Approve a revised final plat of subdivision pursuant to Section 154.203(D) of Village Code.

EXHIBIT H

AMENDED PUBLIC IMPROVEMENT AGREEMENT

To be inserted prior to second reading.

EXHIBIT I

PROPOSED FINAL PLAT

LINE TYPE LEGEND

ADJACENT LOT LINE
BOUNDARY LINE
UNDERGROUND DETENTION EASEMENT
PUBLIC UTILITY & DRAINAGE EASEMENT (P.U. & D.E.)
SIDEWALK EASEMENT
OUTLOT "A"

ABBREVIATION LEGEND

E = EAST
M = MEASURED DISTANCE
N = NORTH
P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
R = RECORD DISTANCE
R.O.W. = RIGHT OF WAY
S = SOUTH
W = WEST

FINAL PLAT OF SUBDIVISION FOR THE PINNACLE AT MEYERS SUBDIVISION 1ST RESUBDIVISION

BEING A RESUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH,
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPage COUNTY, ILLINOIS.

THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING AND RETURN 152.
NAME: VILLAGE OF LOMBARD
233 E. WILSON AVE.
LOMBARD, IL 60148-3026

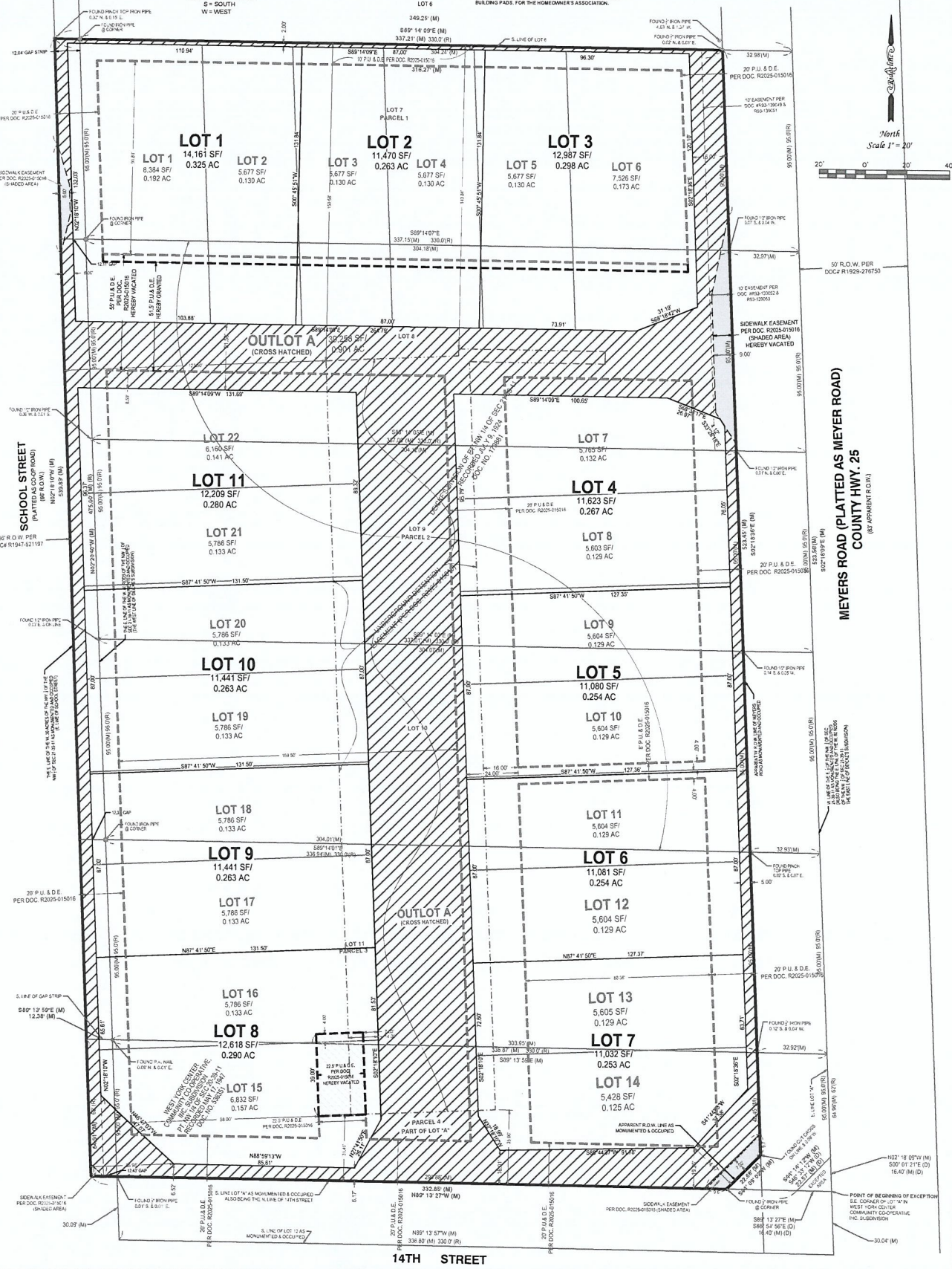
P.A.L. NUMBERS

06-21-102-010
06-21-102-011
06-21-102-012
06-21-102-013
06-21-102-014
06-21-102-029

NOTES

1. UNDER VILLAGE APPROVAL, BORN PIPE MONUMENTS WILL BE PLACED AT NEW PROPERTY CORNERS CREATED BY THIS PLAT.
2. ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON THE HORIZONTAL COORDINATE SYSTEM, EAST ZONE (2011) CORRECTION AS DETERMINED BY USE OF GPS EQUIPMENT USING TRIMBLE VRS NETWORK AND EQUIPMENT.
3. PARCELS SHOWN ARE BASED ON INFORMATION NOTED IN CHICAGO TITLE INSURANCE COMPANY'S TITLE COMMITMENT NO. 3, 2400038933 DATED APRIL 4, 2024 (LOT 7), 2104041336 (REFORM 12) DATED MARCH 13, 2024 (LOTS 8 & 9), 2451003536, DATED APRIL 3, 2024 (LOT 11) AND 2451004256 DATED MARCH 18, 2024, (FORMER LOT 17 OF LOT 1).
4. ALL MONUMENT TIES ARE MEASURED PERPENDICULAR TO THE PROPERTY LINES.

NOTE:
A BLANKET EASEMENT IS RESERVED AND HEREBY GRANTED
OVER LOTS 1 THROUGH 11, ALL INCLUDING, EXCEPT FOR THE
BUILDING PADS, FOR THE HOMEOWNER'S ASSOCIATION.



SHEET
1
OF
2

THE PINNACLE AT MEYERS
PROPERTY ADDRESS
1312 S. MEYERS ROAD
LOMBARD, ILLINOIS



Ridgeline Consultants LLC
1611 Ascot Road, Management & 88533
P.O. Box 881, P.O. Box 881, P.O. Box 881
Joliet, IL 60431
Bryan J. Stewart, P.L.L.C. 2018 Expiration Date 11/30/2028

REVISION	DATE	DESCRIPTION

BOOK	DATE	NO. SHEET

PROJECT NO. 2023-0528

EXHIBIT J

RECAPTURE AGREEMENT FORM
(TO BE ADDRESSED FOLLOWING ENGINEERING REVIEW AND FPA)

THIS RECAPTURE AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 202__, by and between the VILLAGE OF LOMBARD, an Illinois municipal corporation (the "VILLAGE"), and AFSAR DEVELOPERS, LLC, an Illinois limited liability company (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 real estate legally described in Exhibit A (hereinafter referred to as the "SUBJECT SITE") which is assigned Permanent Index Numbers 06-21-102-010, 06-21-102-011, 06-21-102-012, 06-21-102-013, 06-21-102-014, 06-21-102-028, and 06-21-102-999 (partial), and which are commonly known as: 1308, 1312, 1320 and 1330 South Meyers Road, Lombard, DuPage County Illinois 60148 and legally described in Exhibit A; 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 ____ Thousand ____ Hundred and __/100ths Dollars \$ ____ , 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 ____ South Meyers Road, ____ South School Street and __, Lombard, Illinois (hereafter referred to as the "BENEFITED PROPERTIES") if and when said Properties described in Exhibit B connect 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 complete, and at its sole expense has, completed the construction of all the aforesaid PUBLIC UTILITY IMPROVEMENTS in conformance with the plans and specifications prepared by Ridgeline Consultants, dated _____, 2024, and last revised _____, 202____, 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:

Of this sum \$ _____ is not attributable solely to the project and provides benefit to the BENEFITED PROPERTIES. 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 B. The VILLAGE is only obligated to pay OWNER from those funds the VILLAGE actually collects from the Owner(s) of said BENEFITED PROPERTIES. Nothing in this Agreement shall bar or prevent OWNER from naming the VILLAGE

in an action to enforce this Agreement against the Owner(s) of the BENEFITED PROPERTIES.

5. This Agreement shall remain in full force and effect until _____, 204__ [insert date 20 yrs post]. After said date, the BENEFITED PROPERTIES set forth in EXHIBIT B shall no longer be liable for payment of any part 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 to anyone without the prior written consent of the VILLAGE. Notwithstanding any provision of this Agreement: (A) the OWNER may assign this Agreement to members of OWNER or their Trustee(s) in a replacement or individual capacity upon written instrument executed by all members of OWNER at the time; and (B) a mortgage, assignment of rents or other financing instrument that references this Agreement as collateral (specifically or categorically) shall not be deemed an assignment even if the lender holds an interest in a part of the development site. The Village's consent shall not be unreasonably withheld.
7. The VILLAGE is hereby authorized to record, and shall direct its Clerk to record, this Agreement on the properties identified in EXHIBIT B.

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

VILLAGE OF LOMBARD, an Illinois municipal corporation

By: _____
Keith T. Giagnorio, Village President

Attest: _____
Liz Brezinski, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

On this ____ day of _____, 202__, before me a Notary Public within and for said County and State, personally appeared Keith T. Giagnorio, Village President of the Village of Lombard, and Liz Brezinski, Village Clerk of the Village of Lombard, to me personally known, who being by me duly sworn did say that they have the power and authority to act as herein reflected for the Village of Lombard as such Village President and Village Clerk, following all due authorization, and that the instrument was signed on behalf of the Village of

Lombard by authority of its corporate authorities acting under its home rule powers under the 1970 Illinois Constitution and under the Illinois Municipal Code, and acknowledged the instrument to be the free act and deed of the Village of Lombard.

Notary Public

AFSAR DEVELOPERS, LLC, an , an Illinois limited liability company

By: _____
Ahmed I. Khan, as Trustee of the AIK Living Trust, Manager

By: _____
Hasan Syed, as Trustee of the HS Living Trust, Manager

By: _____
Salman A. Khan, as Trustee of the SAK Living Trust, Manager

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS.

On this ____ day of _____, 202____, before me a Notary Public within and for said County and State, personally appeared Ahmed I. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for AIK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Ahmed I. Khan acknowledged the instrument to be the free act and deed of the company.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS.

On this ____ day of _____, 202____, before me a Notary Public within and for said County and State, personally appeared Hasan Syed, to me personally known, who being by me duly sworn did say that he has the power of direction for HS Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its

Members and under its Operating Agreement, and Hasan Syed acknowledged the instrument to be the free act and deed of the company.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) ss.

On this ____ day of _____, 202__, before me a Notary Public within and for said County and State, personally appeared Salman A. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for SAK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited liability company named in the foregoing instrument, and that the instrument was signed on behalf of the company by authority of its Members and under its Operating Agreement, and Salman A. Khan acknowledged the instrument to be the free act and deed of the company.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY/SUBJECT PROPERTY

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ONE

(1308 S. MEYERS ROAD, PERMANENT INDEX NOS. 06-21-102-010)

LOT 7 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

PARCEL TWO

(1312 S. MEYERS ROAD, PERMANENT INDEX NOS. 06-21-102-011, -012, -013)

LOT 8, 9, AND 10 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

PARCEL THREE

(1320 S. MEYERS ROAD, PERMANENT INDEX NO. 06-21-102-014)

LOT 11 IN DIECKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

PARCEL FOUR

(1330 S. MEYERS ROAD, PERMANENT INDEX NO. 06-21-102-028)

LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT 521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, IN DUPAGE COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING: THAT PART OF LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1947 AS DOCUMENT

521197 AND CERTIFICATE OF CORRECTION FILED DECEMBER 17, 1947 AS DOCUMENT 536351, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT A AFORESAID AND RUNNING THENCE NORTH 00 DEGREES 01 MINUTES 21 SECONDS EAST ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 16.40 FEET (5.00 METERS); THENCE SOUTH 46 DEGREES 33 MINUTES 12 SECONDS WEST, 22.57 FEET (6.88 METERS) TO A POINT ON THE SOUTH LINE OF LOT A AFORESAID; THENCE SOUTH 86 DEGREES 54 MINUTES 56 SECONDS EAST ALONG SAID SOUTH LINE OF LOT A, A DISTANCE OF 16.40 FEET (5.00 METERS) TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARCEL FIVE

(SOUTH PORTION OF GAP STRIP, PART OF PERMANENT INDEX NO. 06-21-102-999)

THAT PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: A TRACT OF LAND BOUNDED ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 7 IN DEICKE'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 AS DOCUMENT 179881, BOUNDED ON THE EAST BY THE WEST LINE OF SAID DIECKE'S DIVISION, BOUNDED ON THE SOUTH BY THE NORTH LINE OF LOT A IN WEST YORK CENTER COMMUNITY CO-OPERATIVE, INC. SUBDIVISION, ACCORDING TO THE PLAT RECORDED MAY 17, 1947 AS DOCUMENT NO. R1947-521197 (CERTIFICATE OF CORRECTION RECORDED DECEMBER 17, 1947 AS DOCUMENT NO. R1947-536351), SAID NORTH LINE ALSO BEING THE NORTH LINE AND ITS WESTERLY EXTENSION OF LOT 12 IN SAID DEICKE'S DIVISION AND BOUNDED ON THE WEST BY THE EAST LINE OF THE WEST THIRTY (30) ACRES OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS MONUMENTED AND OCCUPIED, SAID EAST LINE ALSO BEING THE EAST LINE OF SCHOOL STREET AS MONUMENTED AND OCCUPIED.

EXHIBIT B

LEGAL DESCRIPTION OF BENEFITED PROPERTY(IES)

[TO BE DETERMINED]