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**ANNEXATION AGREEMENT DATED SEPTEMBER 19, 2024
FOR
PINNACLE AT MEYERS**

Parcel Nos.: 06-21-102-011, 06-21-102-012, 06-21-102-013, 06-21-102-014, 06-21-102-028

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

PINNACLE AT MEYERS ANNEXATION AGREEMENT

(PC 24-07: 13, 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)

THIS ANNEXATION AGREEMENT ("Agreement") made and entered into this 19th day of September, 2024, 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 is the record owner of the Annexed Parcel, located at 1308 South Meyers Road (PIN 06-21-102-010, and legally described in **EXHIBIT B**) and develop the aforementioned 1308 Parcel and the Subject Property, which is and shall be deemed to include the Gap Strip as a function of title to each abutting lot (hereinafter the "Development Property"); and

WHEREAS, the Owner/Developer, by direct ownership and/or adverse possession, claims ownership and will succeed to and continue a claim of ownership of the territory described in **EXHIBIT C** (the "Gap Strip") and desires that the Gap Strip be annexed to the Village under this Agreement; and

WHEREAS, the Development Property is a 3.91-acre tract of land and it is located in unincorporated DuPage County and contiguous with the existing corporate boundary of the Village on the north, west and part of the south where it abuts the Annexed Parcel; and

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

WHEREAS, following the submission of multiple petitions for annexation and acquisitions of land, the Owner/Developer has executed a single Petition for Annexation of the Subject Property to the Village, which Petition is hereinafter referred to as the "Annexation Petition" pursuant to 65 ILCS 5/7-1-8; and

WHEREAS, there is no one residing on any part of the Subject Property and there are no electors; and

WHEREAS, the Owner/Developer is and shall be bound by the Annexation Petition through and until the annexation of the Subject Property to the Village as provided for in Section 3 of this Agreement; and

WHEREAS, to the extent this Annexation Agreement ("Agreement") addresses subdivision and matters under the Zoning Ordinance, and on June 3 and 17, 2024, 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 29th day of August, 2024; and

WHEREAS, the Parties wish to enter into a binding agreement with respect to the said annexation, zoning and development and for other related matters pursuant to the provisions of Division 15.1 of Article 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, 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 Corporate Authorities of the Village and the Owner/Developer deem it to the mutual advantage of the parties and in the public interest that, as soon as legally permissible, the Subject Property be annexed to as a part of the Village as hereinafter provided; 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 a certain Annexation 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 June 3, 2024 and concluding June 17, 2024; and a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on August 29, 2024.

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

1. Incorporation of Recitals: The foregoing recitals are incorporated in this Agreement as if fully recited herein.
2. 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 5 of this Agreement.
3. Annexation: Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, and immediately following approval of this Agreement, unless upon due notice from Owner to annex on a later date, the parties agree to do all things necessary or appropriate to cause the Subject Property to be duly and validly annexed to the Village as promptly as practicable after the execution of this Agreement. The Parties shall cause such annexation to be effected pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, 65 ILCS 5/7-1-8.
4. 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.

5. **Zoning and Site Plan Approval:** Upon annexation of the Subject Property to the Village as set forth herein, the Corporate Authorities shall, without further public hearings as such hearing have already been held immediately:

- a. Rezone and classify 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.
- b. Rezone and classify 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.
- c. Rezone and classify 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.
- d. Approve a conditional use for planned development for the Development Property to allow 22 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:
 - i. Planned Development Site Plan (**Exhibit D-1**);
 - ii. Planned Development Fence Plan (**Exhibit D-2**);
 - iii. Preliminary Landscape Plan (**Exhibit D-3**); and
 - iv. Preliminary Engineering Plans (**Exhibit D-4**).

Owner/Developer agrees that, in any circumstance, outdoor storage on the Development Property shall cease upon the later date of issuance of a demolition permit for any structure within the Development Property or that date which is two (2) years from the date of this Agreement.

- e. The Owner/Developer agrees that the Development Property shall be developed only in accordance with the plans set forth in Subsection d 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.

6. 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.

7. 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 5(d) and Section 5(e) 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 Final Plat of Subdivision 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.

8. Subdivision: All developable Lots of Record (22 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 subdivision plat attached as EXHIBIT I and made a part hereof. Further, the Village shall approve the final plat of subdivision at the Village Board meeting subsequent to the deposit by the Owner/Developer as required under Chapter 154 of Village Code next following the date on which the Village has received from Owner a full and proper Final Plat of Subdivision for the Pinnacle on Meyers in the form substantially in accord with EXHIBIT I and the security for the Public Improvement Agreement substantially in the form attached hereto as EXHIBIT H.

9. 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 Flagg 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 Flagg Creek Water Reclamation District for sanitary sewer connections, subject to Illinois law and the District's ordinances.

10. 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 9, 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 three (3) 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.

11. 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.

12. 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.

13. 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 Subdivision 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 13 shall be provided for in the final plat of subdivision in substantially the same form as appears in EXHIBIT I.

14. 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.

15. Parkway Trees: Notwithstanding any other provision to the contrary, within fifteen (15) days following approval of final subdivision plat, Owner shall 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.

16. 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 16, 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 10 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 7-22 (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 7-22. 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 16.
- d. Upon the condition that the requirements of this Section 16 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 16 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 16.
- 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 16(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 1-22 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 PIA.

- f. Except as otherwise provided in this Section 16(b), all the terms and conditions of this Agreement shall constitute covenants running with the land.

17. 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.

18. Reimbursement for Legal and Other Fees and Expenses:

- a. To the Effective Date of Agreement. The Owner/Developer concurrently with the filing of the final plat and security for the Public Improvement Agreement attached as **EXHIBIT I**, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, security, plats, easements or other documents relating to the Development Property:
 - 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; and
 - iii. miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.
- 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 Community Development, 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).

19. 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.

20. 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 Community Development
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
201 East Army Trail Road, Suite 204
Bloomington, Illinois 60108

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 Section 20(a).

- b. Binding Agreement: This Agreement shall insure 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.

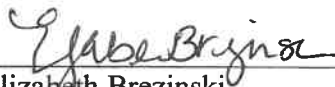
- q. Term of Agreement: This Agreement shall be in full force and effect for a term of twenty (20) years from and after the date of execution of this Agreement.
- r. Venue: The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject 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: 
 Keith Giagnorio
 Village President

ATTEST:


 Elizabeth Brezinski
 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 Keith Giagnorio, personally known to me to be the President of the Village of Lombard, and Elizabeth Brezinski, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 19th day of Sept, 2024.

Commission Expires: April 1, 2026

Monika Reszka
NOTARY PUBLIC



AFSAR DEVELOPERS, LLC

By: [Signature]
Ahmed Khan, for AIK Living Trust
as Managing Member

Dated:

By: [Signature]
Salman Khan, for SAK Living Trust
as Managing Member

Dated:

By: [Signature]
Hasan Syed, for HS Living Trust
as Managing Member

Dated:

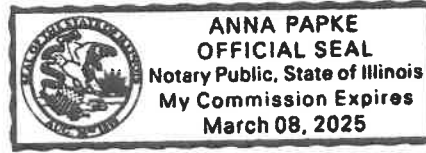
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

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.

GIVEN under my hand and official seal, this 19th day of Sept, 2024.

Commission Expires: 03/08/2025

[Signature]
Notary Public



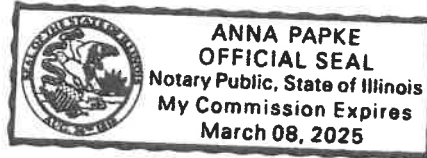
STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

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.

GIVEN under my hand and official seal, this 19th day of Sept, 2024.

Commission Expires: 03/08/2025

[Signature]
Notary Public




STATE OF ILLINOIS)
)
) ss.
COUNTY OF COOK)

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.

GIVEN under my hand and official seal, this 19th day of Sept, 2024.

Commission Expires: 03/08/2025



Notary Public

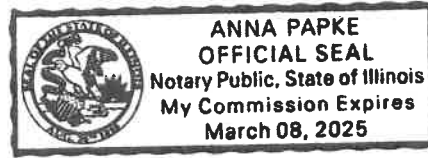


TABLE OF EXHIBITS

Legal Description of Subject Property	Exhibit A
Legal Description of 1308 Parcel	Exhibit B
Legal Description of Gap Strip	Exhibit C
Planned Development Site Plan	Exhibit D-1
Planned Development Fence Plan	Exhibit D-2
Preliminary Landscape Plan	Exhibit D-3
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
Public Improvement Agreement	Exhibit H
Preliminary Plat of Subdivision/Proposed Final Plat	Exhibit I
Form of Recapture Agreement	Exhibit J

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ONE

(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 TWO

(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 THREE

(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 FOUR

(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 MUNUMENTED AND OCCUPIED, SAID EAST LINE ALSO BEING THE EAST LINE OF SCHOOL STREET AS MONUMENTED AND OCCUPIED.

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

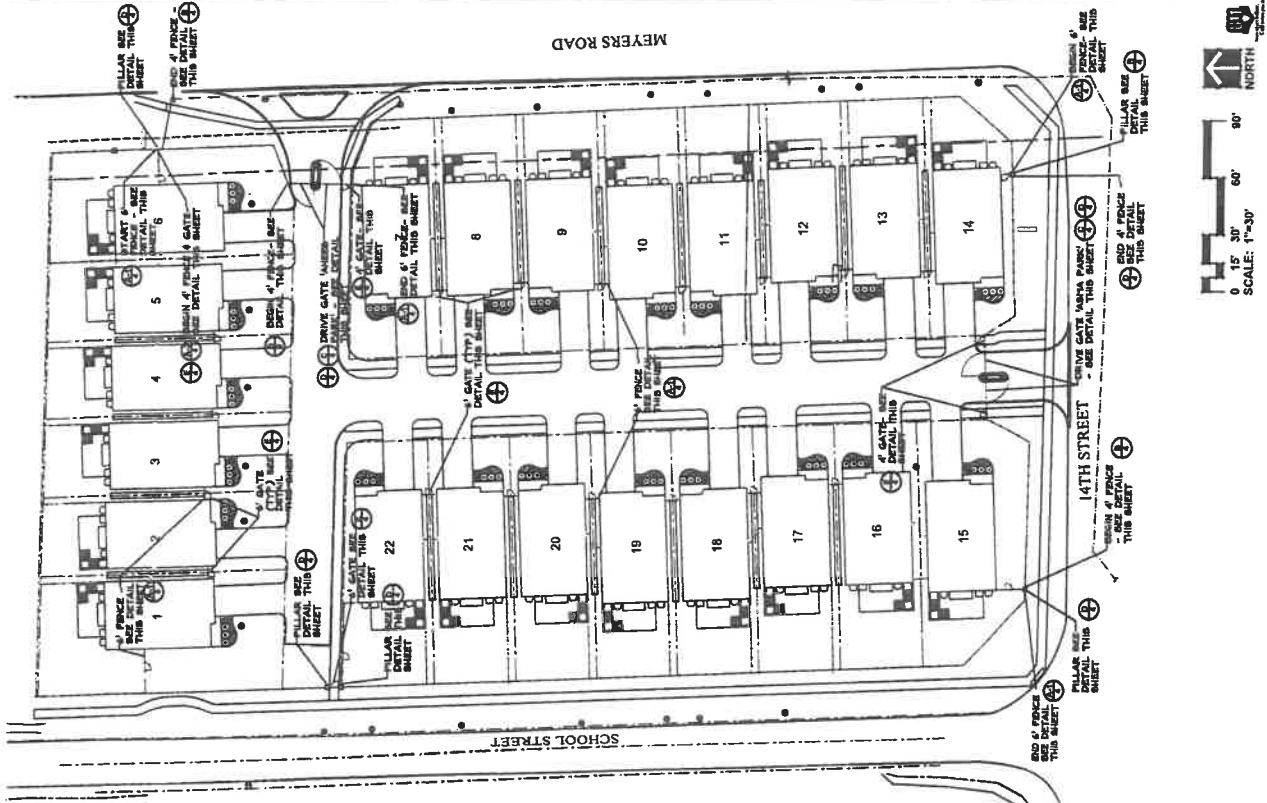
Planned Development Site Plan

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.

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.

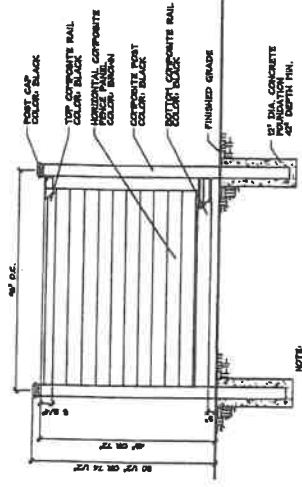


AMENITY SCHEDULE

ITEM	QUANTITY	COMMENTS
1	2260 LF	SOLID
2	24 LF	SOLID
3	300 LF	DECORATIVE
4	2 EA	DRIVE GATE
5	5 EA	PILLAR
6	26 EA	(4) 48" x (22) 72"

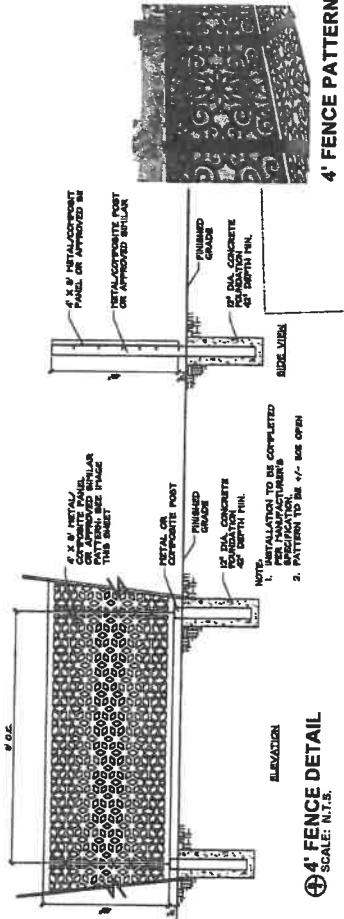


6' FENCE IMAGE



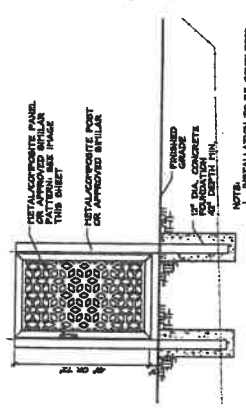
NOTE:
 1. SPECIFICATIONS TO BE COMPLETED PER MANUFACTURER'S
 2. SPECIFICATION ABOVE WILL BE 4' SOLID, EXCEPT THE
 3. THIS DRAWING SHOWS THE 6' SECTION, WHICH IS TO BE 4' AS NOTED.

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



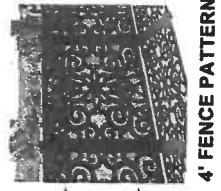
NOTE:
 1. SPECIFICATIONS TO BE COMPLETED
 2. PATTERN TO BE 4'- SEE OPEN

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



NOTE:
 1. INSTALLATION TO BE COMPLETED
 2. PATTERN TO BE 4'- SEE OPEN

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



4' FENCE PATTERN



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

THE PINNACLE AT MEYERS

Lombard, Illinois
September 16, 2024

CONSULTANTS:

GR WA
LANDSCAPE ARCHITECT:
GARY R. WEBER ASSOCIATES, INC
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187

St
CIVIL ENGINEER:
RIDGELINE CONSULTANTS, LLC
1661 AUCUTT ROAD
MONTGOMERY, ILLINOIS 60538



LOCATION MAP
SCALE: 1"=300'

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
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



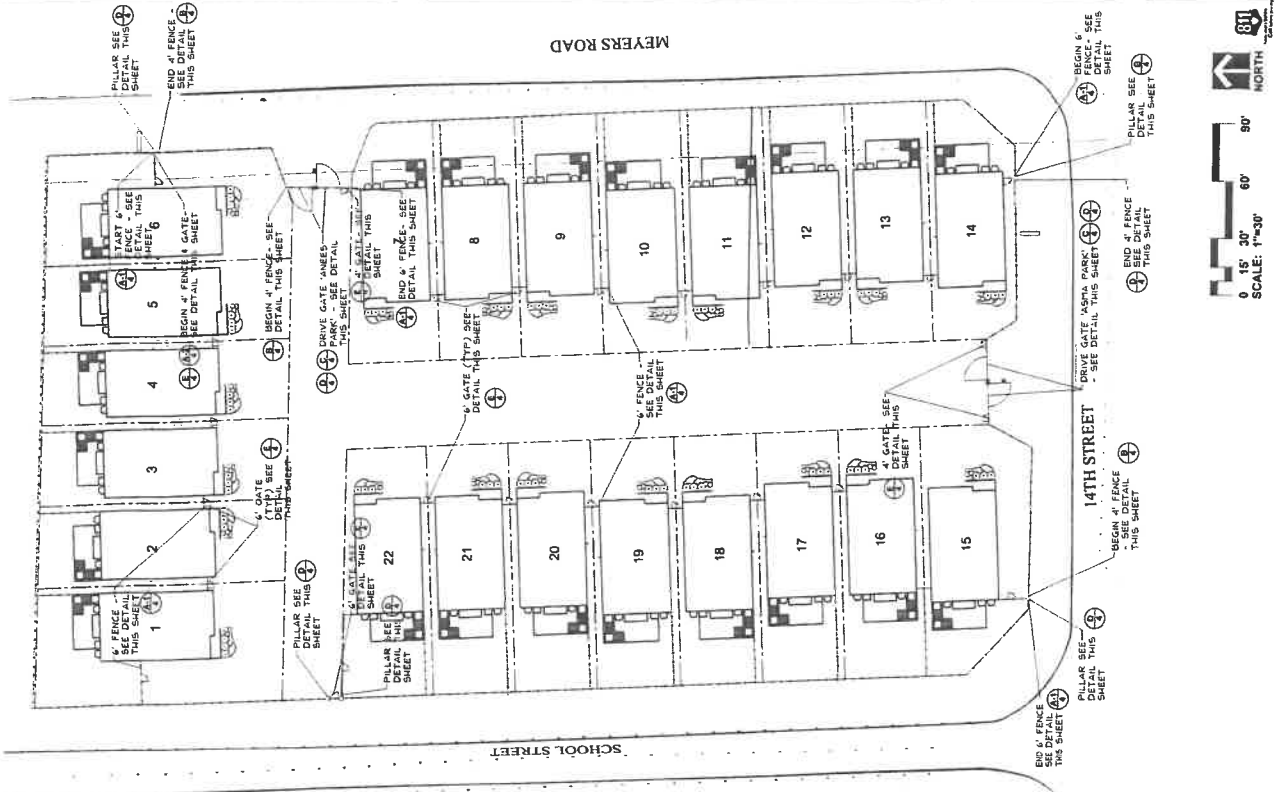
GARY R. WEBER
ASSOCIATES, INC.
ARCHITECTS AND PLANNERS
1400 W. LIBERTY DRIVE
WILSON, ILLINOIS 60197
TEL: 630.329.1100
WWW.GRWAWA.COM

CONSULTANTS
CONSULTANTS LLC
165 MOUNTAIN ROAD
MUNSTER, IN 46320

THE PINNACLE AT MEYERS
1312 S. MEYERS ROAD
LOMBARD, ILLINOIS
AMENITY DETAILS

DATE: 01.03.2024
PROJECT NO.: AN2024
DRAWN BY: JWC
CHECKED BY: JWC
SHEET NO.: 113

L1.3

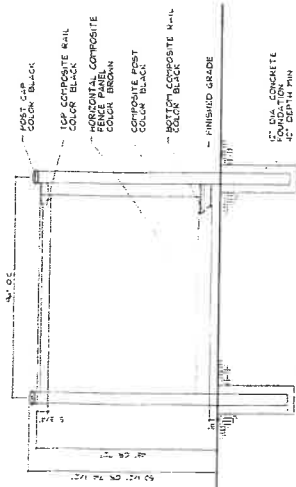


AMENITY SCHEDULE

ITEM	QUANTITY	COMMENTS
④ 5' FENCE	230 LF	SOLID
④ 4' FENCE	24 LF	SOLID
④ 4' FENCE	330 LF	DECORATIVE
④ DRIVE GATE	2 EA	
④ PILLAR	5 EA	
④ GATE	26 EA	(4) 48" & (22) 72"

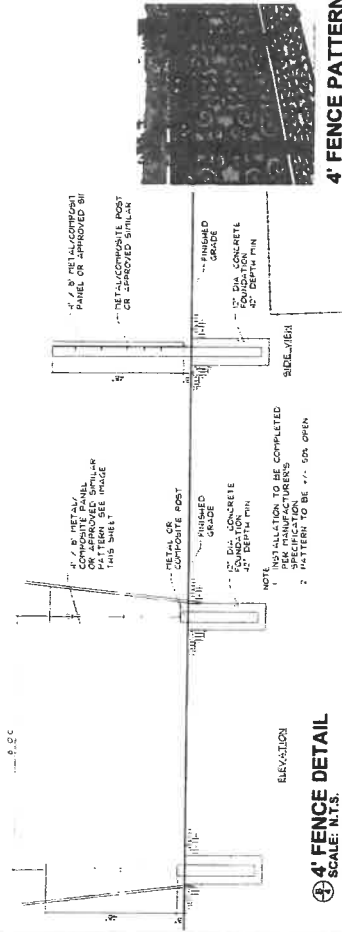


6' FENCE IMAGE

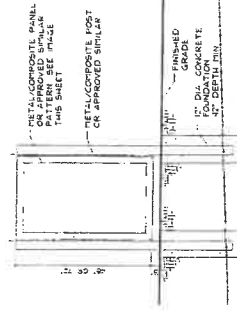


NOTE:
1. INSTALLATION TO BE COMPLETED PER MANUFACTURER'S SPECIFICATION.
2. ALL INTERIOR FENCING SHALL BE 6" SOLID, EXCEPT THE PROPERTY LINE, WHICH IS TO BE 4" AS NOTED.

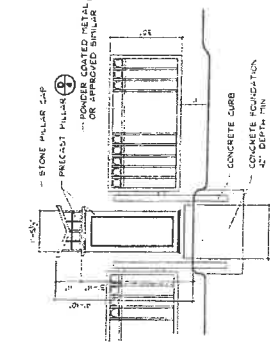
④ 4' AND 6' FENCE DETAIL
SCALE: N.T.S.



④ 4' FENCE PATTERN
SCALE: N.T.S.

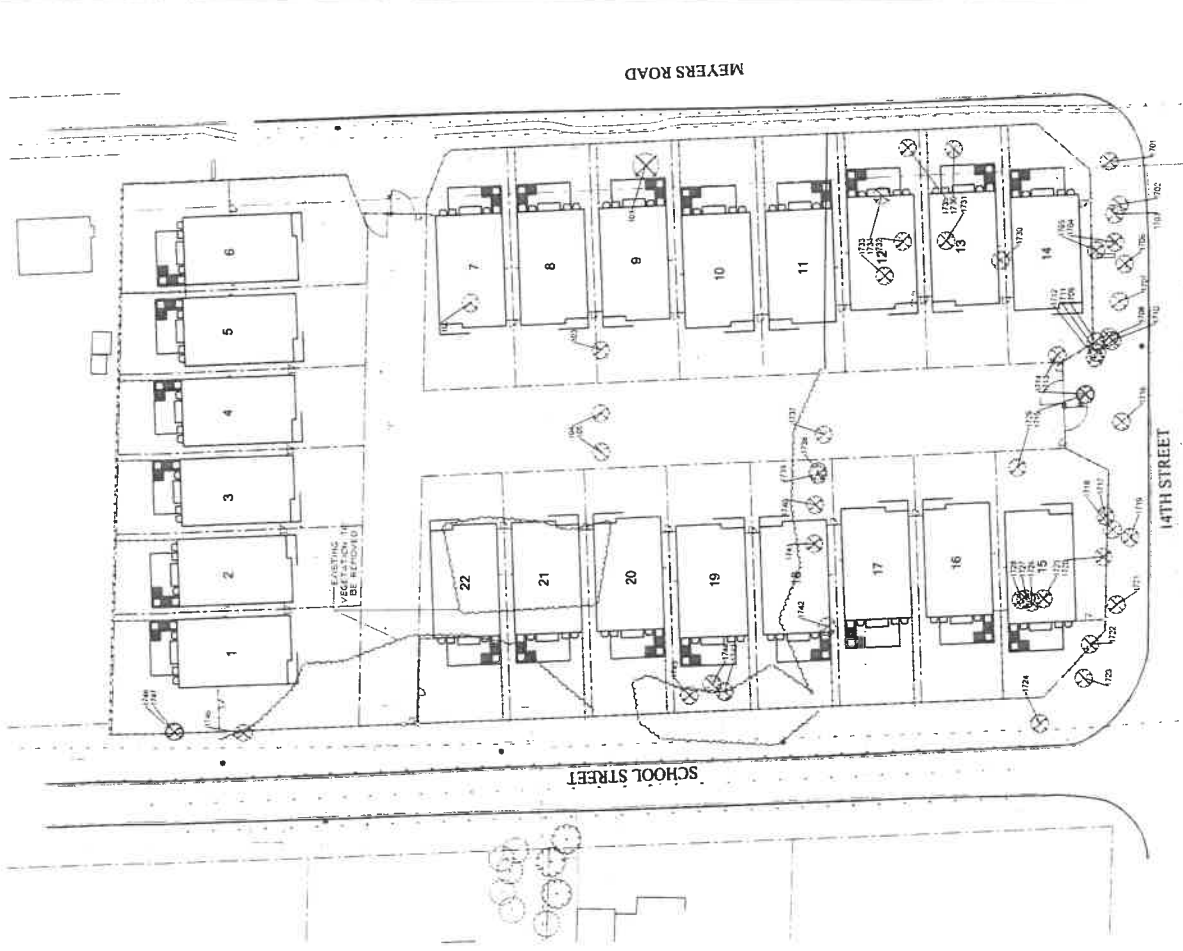


④ GATE DETAIL
SCALE: N.T.S.



④ DRIVE GATE & PILLAR
SCALE: N.T.S.





TRNO.	SCIENTIFIC NAME	COMMON NAME	DBH (INCHES)	CONDITION	STRUCTURE	HEALTH	REMARKS
1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
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1100

NOTING AND SURVEY CRITERIA:
 1. ALL MEASUREMENTS SHALL BE TO THE CENTERLINE OF THE CURB OR THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.
 2. ALL MEASUREMENTS SHALL BE TO THE CENTERLINE OF THE CURB OR THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.
 3. MEASUREMENTS SHALL BE TO THE CENTERLINE OF THE CURB OR THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.



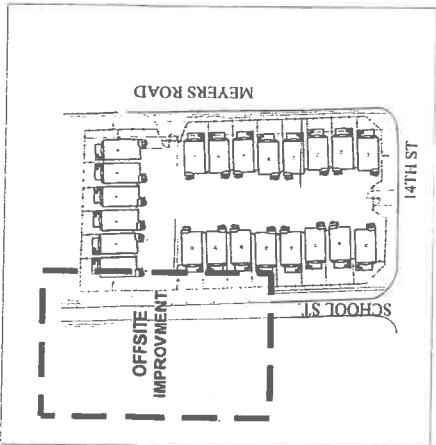
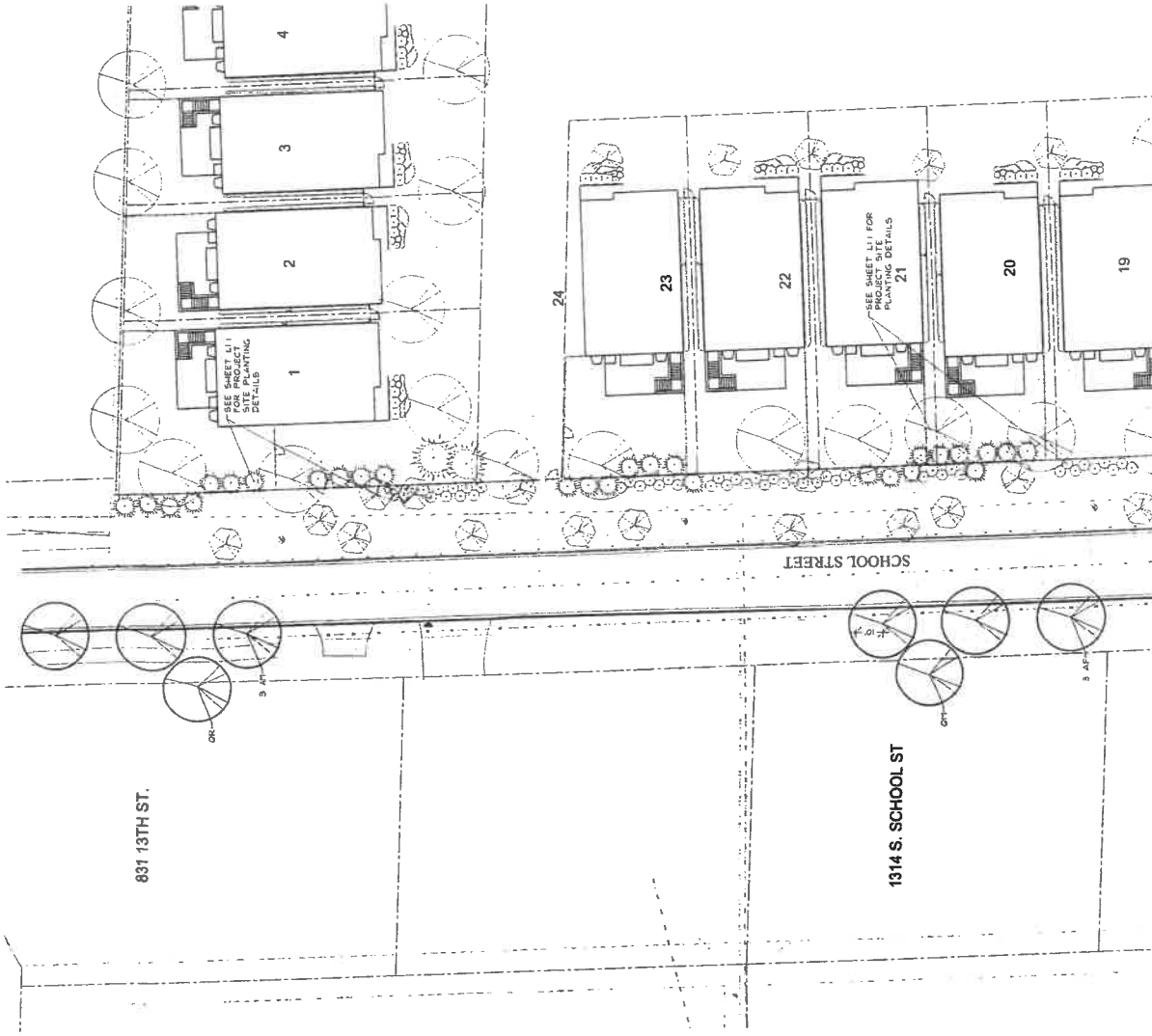
GARY R. WEBER
ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
402 W. LIBERTY DRIVE
WINDY HILLS, ILLINOIS 60097
PHONE: 815.424.7107
WWW.GRWA.COM

RODELUKE
CONSULTANTS, LLC
1816 NORTH ROAD
WILMINGTON, ILLINOIS

THE PINNACLE AT MEYERS
1312 S. MEYERS ROAD
LOMBARD, ILLINOIS
OFFSITE IMPROVEMENTS

DATE: 01.23.2014
PROJECT NO.: 1414.200
DRAWN: JMM
CHECKED: JMM
SHEET NO.: 11.5

L1.5



LOCATION MAP

PLANT LIST

Qty	Qty	Botanical/Common Name	Size	Remarks
41	3	SMALL TREES	2' x 2' @	
42	3	4" x 4" (medium) "Palm"	2' x 2' @	
43	3	6" x 6" (medium) "Palm"	2' x 2' @	
44	3	8" x 8" (medium) "Palm"	2' x 2' @	
45	3	10" x 10" (medium) "Palm"	2' x 2' @	
46	3	12" x 12" (medium) "Palm"	2' x 2' @	
47	3	14" x 14" (medium) "Palm"	2' x 2' @	
48	3	16" x 16" (medium) "Palm"	2' x 2' @	
49	3	18" x 18" (medium) "Palm"	2' x 2' @	
50	3	20" x 20" (medium) "Palm"	2' x 2' @	
51	3	22" x 22" (medium) "Palm"	2' x 2' @	
52	3	24" x 24" (medium) "Palm"	2' x 2' @	
53	3	26" x 26" (medium) "Palm"	2' x 2' @	
54	3	28" x 28" (medium) "Palm"	2' x 2' @	
55	3	30" x 30" (medium) "Palm"	2' x 2' @	
56	3	32" x 32" (medium) "Palm"	2' x 2' @	
57	3	34" x 34" (medium) "Palm"	2' x 2' @	
58	3	36" x 36" (medium) "Palm"	2' x 2' @	
59	3	38" x 38" (medium) "Palm"	2' x 2' @	
60	3	40" x 40" (medium) "Palm"	2' x 2' @	
61	3	42" x 42" (medium) "Palm"	2' x 2' @	
62	3	44" x 44" (medium) "Palm"	2' x 2' @	
63	3	46" x 46" (medium) "Palm"	2' x 2' @	
64	3	48" x 48" (medium) "Palm"	2' x 2' @	
65	3	50" x 50" (medium) "Palm"	2' x 2' @	
66	3	52" x 52" (medium) "Palm"	2' x 2' @	
67	3	54" x 54" (medium) "Palm"	2' x 2' @	
68	3	56" x 56" (medium) "Palm"	2' x 2' @	
69	3	58" x 58" (medium) "Palm"	2' x 2' @	
70	3	60" x 60" (medium) "Palm"	2' x 2' @	
71	3	62" x 62" (medium) "Palm"	2' x 2' @	
72	3	64" x 64" (medium) "Palm"	2' x 2' @	
73	3	66" x 66" (medium) "Palm"	2' x 2' @	
74	3	68" x 68" (medium) "Palm"	2' x 2' @	
75	3	70" x 70" (medium) "Palm"	2' x 2' @	
76	3	72" x 72" (medium) "Palm"	2' x 2' @	
77	3	74" x 74" (medium) "Palm"	2' x 2' @	
78	3	76" x 76" (medium) "Palm"	2' x 2' @	
79	3	78" x 78" (medium) "Palm"	2' x 2' @	
80	3	80" x 80" (medium) "Palm"	2' x 2' @	
81	3	82" x 82" (medium) "Palm"	2' x 2' @	
82	3	84" x 84" (medium) "Palm"	2' x 2' @	
83	3	86" x 86" (medium) "Palm"	2' x 2' @	
84	3	88" x 88" (medium) "Palm"	2' x 2' @	
85	3	90" x 90" (medium) "Palm"	2' x 2' @	
86	3	92" x 92" (medium) "Palm"	2' x 2' @	
87	3	94" x 94" (medium) "Palm"	2' x 2' @	
88	3	96" x 96" (medium) "Palm"	2' x 2' @	
89	3	98" x 98" (medium) "Palm"	2' x 2' @	
90	3	100" x 100" (medium) "Palm"	2' x 2' @	

NOTE: TREES PLANTED ON MEYERS ROAD TO BE COORDINATED WITH MEYERS ROAD IMPROVEMENTS.

EXHIBIT D-4

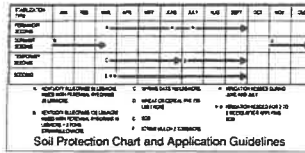
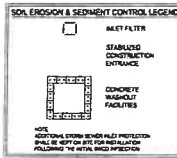
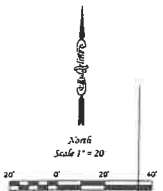
Planned Development Preliminary Engineering

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.

GRADING & EROSION CONTROL 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'



INTERPOLATED AREA TABLE

LOT 15 AREA OF 1.00 AC

CONCRETE	1.00 AC
ASPHALT	1.00 AC
GRAVEL	1.00 AC
SOIL	1.00 AC
VEGETATION	1.00 AC
WATER	1.00 AC
ROADWAY	1.00 AC
UTILITY	1.00 AC
OBSTACLE	1.00 AC
UNDEVELOPED	1.00 AC

INTERPOLATED AREA TABLE

LOT 16 AREA OF 1.00 AC

CONCRETE	1.00 AC
ASPHALT	1.00 AC
GRAVEL	1.00 AC
SOIL	1.00 AC
VEGETATION	1.00 AC
WATER	1.00 AC
ROADWAY	1.00 AC
UTILITY	1.00 AC
OBSTACLE	1.00 AC
UNDEVELOPED	1.00 AC

NET NEW IMPERVIOUS AREA IS 80% OF TOTAL AREA OF IMPERVIOUS SURFACES. PERCENTAGE OF IMPERVIOUS SURFACES IS BASED ON THE FOLLOWING ASSUMPTIONS: CONCRETE AND ASPHALT ARE 100% IMPERVIOUS; GRAVEL AND SOIL ARE 5% IMPERVIOUS; VEGETATION IS 0% IMPERVIOUS; WATER IS 0% IMPERVIOUS; ROADWAY IS 100% IMPERVIOUS; UTILITY IS 100% IMPERVIOUS; OBSTACLE IS 100% IMPERVIOUS.

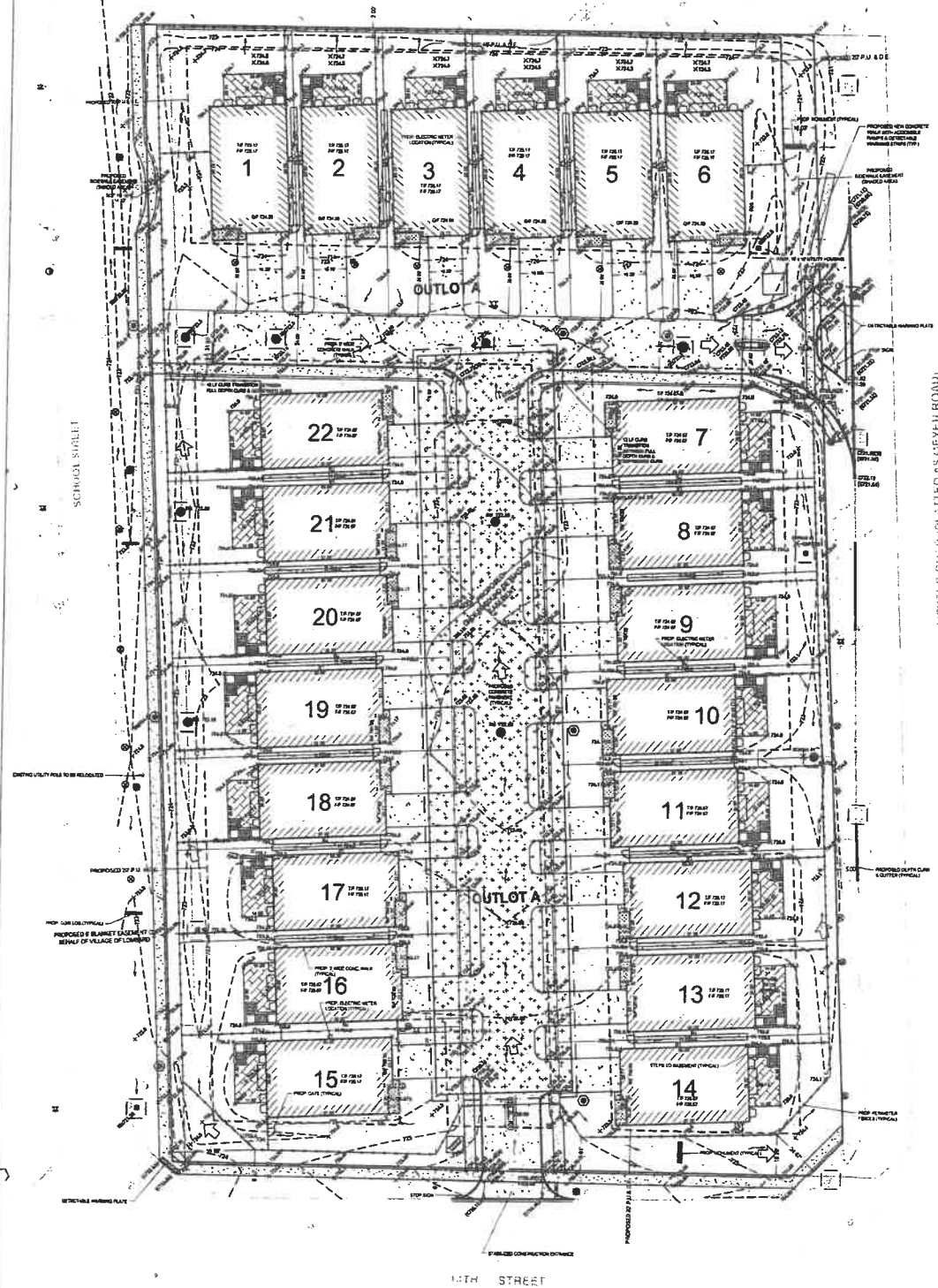


EXHIBIT E

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

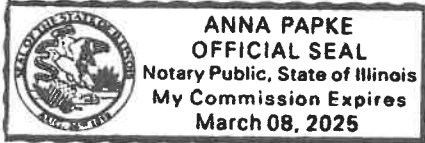
By: [Signature]
Hasan Syed, as Trustee of the HS Living Trust, Manager

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

STATE OF ILLINOIS)
 COOK)
COUNTY OF ~~DUPAGE~~) 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.

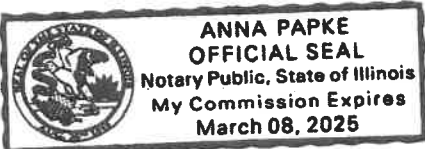
[Signature]
Notary Public



STATE OF ILLINOIS)
 COOK)
COUNTY OF ~~DUPAGE~~) SS.

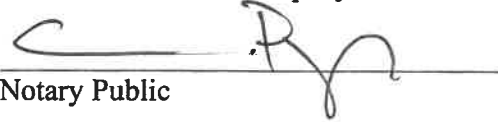
On this 19th day of September, 2024, before me a Notary Public within and for said County and State, personally appeared Hasan Syed, to me personally known, who being by me duly sworn did say that he has the power of direction for HS Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the limited 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

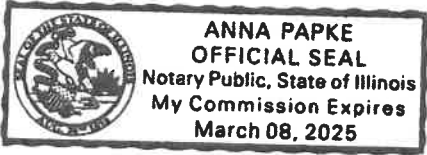


EXHIBIT F

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 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 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*
Keith T. Giagnorio, Village President

Attest: *Liz Brezinski*
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.

Monika Reszka
Notary Public



EXHIBIT G

ITEMIZATION OF REQUESTED COMPREHENSIVE PLAN AMENDMENT, ZONING, SIGNAGE, AND SUBDIVISION ACTIONS

1. Approve a Comprehensive Plan Map amendment for the subject properties from Estate Residential to Low Density Residential;
2. For the property at 1308 S. Meyers Road, approve a map amendment to rezone the property from the R1 Single-Family Residence District to the R2 Single-Family Residence District;
3. For the properties located at 1312-1330 S. Meyers Road, in conjunction with a request for approval of an annexation agreement and annexation into the corporate limits of the Village of Lombard, upon annexation, approve a map amendment to rezone the property from the R0 Single-Family Residence District to the R2 Single-Family Residence District;
4. Pursuant to Section 155.407(C) of Village Code, establish a new planned development for the subject properties to provide for development of 22 detached single-family residences, including relief from the following standards, as set forth more fully as follows:
 - a. 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;
 - b. Approve the following deviations and variations from Chapter 155 of Village Code (the Zoning Ordinance):
 - i. Pursuant to Section 155.407(E), which requires a minimum lot width of 60 feet, deviations in order to allow individual lot widths less than 60 feet as depicted in the Planned Development Site Plan;
 - ii. Pursuant to Section 155.407(F)(1)(a)(iv), which requires a front yard of 30 feet, deviations in order to allow front yards of 20 feet on Lots 1-6 and 22 feet on Lots 7- 22, as provided for in the Planned Development Site Plan and proposed 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 allow corner side yards of one (1) foot on Lot 7 and Lot 22, as provided for in the Planned Development Site Plan;
 - iv. Pursuant to Section 155.407(F)(3), which requires an interior side yard of six (6) feet, deviations in order to allow interior side yards of 3.5 feet on Lots 1-6 and four (4) feet on Lots 7-22 (with eaves extending not more than two (2) feet towards the lot line on all lots), as provided for in the Planned Development Site Plan;
 - v. 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 43% open space where 50% open space is required;
- vi. 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 6;
 - vii. 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;
 - viii. Pursuant to Section 155.711, variations in order to allow innovative landscaping per the submitted Landscape Plan;
- c. Approve the following variations from Chapter 154 of Village Code (the Subdivisions and Development Ordinance):
- i. 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;
 - ii. 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;
 - iii. 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;
 - iv. Pursuant to Section 154.506(D), variations in order to permit 22 lots with frontage on the private streets within the subdivision;
 - v. 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;
 - vi. 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;
- d. Approve the following deviation from Chapter 153 of Village Code (the Sign Ordinance):

- i. 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
5. Approve a preliminary plat of subdivision pursuant to Section 154.203(D).

EXHIBIT H

PUBLIC IMPROVEMENT AGREEMENT RELATING TO THE APPROVAL OF
A MAJOR DEVELOPMENT, THE MAKING OF REQUIRED PUBLIC IMPROVEMENTS,
AND PROVIDING FUNDS AND SECURITY THEREFORE IN LOMBARD, ILLINOIS

This Development Agreement (the "Agreement"), made and entered into this ____ day of _____, 2024 by and between AFSAR DEVELOPERS, LLC (the "Owner/Developer"), and the VILLAGE OF LOMBARD, a municipal corporation, located in DuPage County, Illinois, (the "Village"). 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 developing real estate situated within the corporate limits of the Village, legally described in **EXHIBIT A** attached and made a part hereof (hereinafter referred to as the "Development Property"); and,

Whereas, plans and specifications for the making of the required public improvements within the boundaries of and outside the boundaries of the Development Property, as prepared by Ridgeline Consultants, dated _____, 2024, and last revised _____, 2024, as approved by the Village, and copies thereof have been filed in the office of the Village Clerk of the said Village, which copies by reference thereto are hereby incorporated as a part hereof (hereinafter referred to as the "Public Improvements"); and,

Whereas, these plans and specifications will be subject to adjustment during permitting, but only with Village authorization of changes; and

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

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

Section 1: Commencement of construction of the Public Improvements detailed herein may begin only after the Owner/Developer has delivered one or more Irrevocable Letters of Credit or a surety bond issued by a surety company licensed to do business in Illinois (hereinafter referred to as the "Installation Security") in a form satisfactory to the Village (to be approved by the Director of Community Development or the Village Board upon approval by the Village Attorney, as the case may be under Section 154.603 of Chapter 154 of the Village Code) and issued by a bank or financial institution approved by the Village or a surety company approved by the State of Illinois, in an amount equal to 115% of the Owner's engineer's estimate of cost of construction as approved by the Village's engineer.

Section 2: Owner/Developer agrees to cause to be made with due dispatch and diligence, such Public Improvements as are required under Chapter 154 of the Village Code. Owner/Developer will, when required to bring about progress in the work with due dispatch, take aggressive steps to enforce each contract connected with the construction of said Public Improvements, to the end that said Public Improvements will be duly and satisfactorily completed within the time or times herein mentioned. Owner/Developer agrees that all work in the construction of said Public Improvements shall be done in a good, substantial and workmanlike manner, that all manufactured materials used therein shall be new and of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject to its approval. Owner/Developer will at its expense furnish all necessary engineering services for said Public Improvements.

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

A. Sediment and Erosion Control

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

B. Tree preservation measures

All necessary tree preservation measures including tagging of trees to be preserved and fencing around the tree drip lines shall be implemented prior to issuance of building permits, authorization to proceed with mass grading, or any other improvements to the Development Properties. All tree preservation measures within public rights-of-way shall follow the provisions of Chapter 99 of Village Code.

C. Authorization to proceed with Public Improvements

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

D. Construction of Storm Water Control System

The storm water detention pond and a storm water management system for that portion of the Development Properties upon which construction activities have begun is to be operational prior to the issuance of any building permits for any single family residences to be constructed on the Development Property. An operational underground storm water detention vault and storm water management system means that the volume of the storm water detention pond is adequate for the flow being directed to it and the restrictor outlet is in place and that the system has been reviewed and approved by the Director of Community Development. Final stone fill, grading, street cover, sidewalks and landscaping of the detention vault shall be completed in conjunction with final landscaping, and subject to Section 9 concerning Interim Measures.

E. Issuance of Building Permits

1) Mass Grading/Site Development/Foundation-Only Permits

Permits for mass grading, site development or foundations may be issued upon completion of adequate construction access to the corresponding building sites and the completion of underground utility work across the street frontage of the Development Properties. Adequate access shall mean a surface that meets the Village's specifications manual for the project components available at <https://villageoflombard.org/343/Private-Engineering> (the "Manual").

2) Building Permits

Building permits may be issued upon provision of adequate emergency access to the building site and an operational fire hydrant within 300 feet of the Development Properties.

F. Identification of Public Improvements

Public Improvements shall be as set forth in the plans and specifications prepared by Ridgeline Consultants, dated _____, 2024, and last revised _____, 2024 (the "Plans"), as supplemented by the engineer's estimate of probably cost on file separately with the Village, specifically as follows:

1) Storm water improvements as shown in the Village's stormwater easement as depicted in the Plans;

2) Sidewalk improvements as shown in the Plans shall be completed along the perimeter of the Development Properties along School Street, 14th Street, and within the area of work within the DuDOT permit for work on South Meyers Road, including striping across the driveways and crosswalks as shown in the Plans;

- 3) Streetlighting per the Plans on the north side of 14th Street between School Street and Meyers Road and on the east side of School Street between 14th Street and the north line of the Development Properties;
- 4) Street surfacing and curbing per the Plans along School Street and 14th Street and resurfacing ;
- 5) Sanitary sewer main extension from within the School Street right of way north of the Development Property to a point within the right-of-way situated where shown in the Plans; and
- 6) Installation of the water distribution system and fire hydrants as shown in the Plans.

Compliance with DuDOT standards in areas of permitted work on Meyers Road is not the subject of this Agreement or the related Security.

G. Certificates of Occupancy

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

- 1) Inspection and approval by the Village's Building Division
- 2) Completion of the water distribution system including testing and chlorination. No occupancy permits for dwelling units shall be granted by the Village until the water distribution system has been looped (through the development).
- 3) Completion of the sanitary and storm sewer system to the dwelling units.
- 4) Substantial completion of the public street system to the subject building and either a turnaround capability for a fire truck through the development in a manner to provide two means of emergency access for each building. Substantial completion shall include curbs, gutter, street lights, and the base course of asphalt.
- 5) Sidewalks must be installed across the frontage of each of the respective lots of the development, with said sidewalks being required as part of the final Certificate of Occupancy/Zoning Certificate for each respective lot. In the event the first Certificate of Occupancy/Zoning Certificate is issued during winter conditions, sidewalks in front of the proposed outlots shall be provided no later than the following June 1.
- 6) Landscaping of the Development Properties must be substantially completed. This includes parkway trees, final grading and ground cover. This condition may be waived by the Department of Community Development if a

hardship exists on account of winter conditions provided a Public Improvement Security in favor of the Village is posted by the Owner.

7) Record drawings (as-builts) of the detention system and of the sanitary and storm sewer and domestic water facilities required to serve the buildings shall be submitted and approved prior to the Certificate of Occupancy.

H. Exclusions of Improvements: Except as specifically noted herein or clearly depicted in the Plans, there are no Public Improvements. Commitments or contributions to private persons shall not be deemed Public Improvements and shall remain purely private.

I. Acceptance of Public Improvements

1) Final Record Drawings (as-builts), including final grading and all utilities, shall be submitted for the review and approval of the Director of Community Development prior to acceptance of the Public Improvements.

2) Engineer's Certification. The Design Engineer is to certify that the detention and Best Management Practices (BMPs) (if applicable) was constructed in accordance with Chapter 151 of the Village Code, and that the project was constructed substantially to plan.

3) All deficiencies described in the final punch list shall be satisfactorily completed and approved by the Directors of Public Works and Community Development.

4) A maintenance guarantee in the form of a Maintenance Security acceptable to the Village (to be approved by the Village Administrator) in the amount of XX% of Installation Security shall be submitted and approved. Said guarantee and Maintenance Security shall comply with Chapter 154 of the Village Code.

5) The Public Improvements to be dedicated to the Village shall be accepted by the Corporate Authorities of the Village. Upon acceptance by the Corporate Authorities of the Village, the installation guarantee (the Security) shall be returned to the Owner.

6) The Installation Security, upon inspection and determination that no deficiencies exist, shall be returned within fifteen (15) days following acceptance of all Public Improvements, provided that the Maintenance Security is on file in the form approved by the Village.

7) The Owner/Developer hereby guarantees the prompt and satisfactory correction of all defects and deficiencies in the public improvements that occur or become evident within two (2) years after acceptance of the public improvements by the Village pursuant to this Agreement. If any defect or deficiency occurs or becomes

evident during the two (2)-year period, then the Owner/Developer shall, after ten (10) days' prior written notice from the Village, correct it or cause it to be corrected. In the event any public improvement is repaired or replaced pursuant to the demand of the Village, the Maintenance Security provided herein shall be extended, as to the repair or replacement, for two (2) additional full year(s) from the date of acceptance by the Village of the repair or replacement. If an owners' association is required to be created pursuant to a declaration meeting the requirements of the Annexation Agreement, then, unless the owners' association has assumed all responsibility for maintenance, and, in all events, for a period of at least two (2) year(s) after Village acceptance of the Public Improvements, the Owner shall, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved by the Village Engineer, in a first-rate condition at all times. In the event the Village Engineer determines, in the Village Engineer's sole and absolute discretion, that the Owner is not adequately maintaining, or has not adequately maintained, any Improvement, the Village may, after ten days' prior written notice to the Owner, enter on any or all of the Property for the purpose of performing maintenance work on and to any affected Public Improvement. In the event that the Village shall cause to be performed any work pursuant to this Section J the Village shall have the right to draw from the performance securities deposited pursuant to this Agreement, or the right to demand immediate payment directly from the Owner, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including without limitation legal fees and administrative expenses. The Owner shall, after demand by the Village, pay the required amount to the Village.

Section 4: Construction Damage to Public Improvements: Care shall be taken to avoid damage to existing public improvements, including utilities and curbs, during construction. Any existing public improvement damaged during construction shall be repaired to the satisfaction of the Village and in substantial compliance with this Agreement and all relevant Village codes and ordinances.

Section 5: Dedication of Public Improvements: Upon approval and acceptances of the aforesaid Public Improvements by the Village, said Public Improvements shall become the Properties of the Village and subject to its control, and if deemed necessary or desirable by the Corporate Authorities of the Village, a formal dedication or conveyance to the Village shall be made by the Owner/Developer using a Bill of Sale.

Section 6: Security: It is expressly understood that this Agreement is conditional upon and subject to the delivery to the Village of the Installation Security provided for in Section 1 above.

Section 7: Notices: All notices or demands to be given hereunder shall be in writing, and served by either personal service or the mailing of such notice or demand by Certified or Registered Mail. Said notices shall be provided to the Owner's Representative at:

AFSAR DEVELOPERS LLC
c/o Ahmed Khan
201 East Army Trail Road, Suite 204
Bloomington, Illinois 60108

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.

and to the Village at:

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

With a copy to:

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

Director of Community Development
VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148

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

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

Section 8: Site Access: Owner/Developer (and its contractors) shall keep all streets which provide access to the Development Properties reasonably clean from all mud, gravel and other debris, at all times during and after construction hours.

Section 9: Interim Measures: With respect to development of public improvements the Village shall allow reasonable measures to protect its interests in recognition of the phasing of construction (such as, for example, the timing and course necessary above the underground detention, the initiation of vertical construction on one lot, and the extent of northerly sidewalk completion on School Street to allow a safe transition to nearby properties and improved right of way). Upon issuance of the IEPA permit for sanitary main purposes, the Village will also issue its permit for work on the sanitary main.

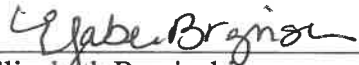
Section 10: Acceptance: Public Improvements shall be accepted by the Corporate Authorities of the Village after certification by the Director of Community Development that the Public Improvements are in compliance with previously approved plans, specifications, and relevant codes and ordinances. All required fees and procedures shall be provided prior to such acceptance. The Village shall not be liable for any damages that may occur on any dedicated road within a new subdivision that has not been accepted by the Village. The Owner/Developer shall hold the Village free and harmless and indemnify the Village, its agents, officers and, employees from any and all claims, damages, judgments, costs and settlements including, but not limited to attorneys' fees that may arise from construction, use, repair, or maintenance of said Public Improvements before they are accepted by the Village.


Section 11: Binding Effect and Term and Covenants Running with the Land: This Agreement has been executed on behalf of the Village pursuant to action adopted by the Corporate Authorities of said Village at a meeting of said Corporate Authorities duly held on _____, 2024. This Agreement has been executed by the Owner/Developer and shall be binding on the heirs and assigns of the Owner, but shall not be binding on a dwelling unit Owner/Developer subsequent to the issuance of an occupancy permit for that dwelling unit. This Agreement shall become immediately effective upon its full execution and upon approval of the planned development for the Project on the Development Property. This Agreement shall automatically expire upon the expiration of the maintenance guarantee Public Improvement Security required at the time of acceptance of the Public Improvements as set forth in Section 3.J.4 above.

IN WITNESS WHEREOF, the Village and the Owner/Developer hereto have caused these presents to be duly executed on their behalf respectively, all as of the day and year first above written.


[SIGNATURE PAGES FOLLOW]

ATTEST:



Elizabeth Brezinski
Village Clerk

By: 
Keith Giagnerio
Village President

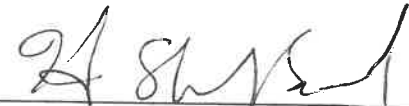
AFSAR DEVELOPERS, LLC

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:

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 Keith Giagnorio, personally known to me to be the President of the Village of Lombard, and Elizabeth Brezinski, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 14th day of Sept, 2024.

Commission Expires: April 1, 2026

Monika Reszka
NOTARY PUBLIC



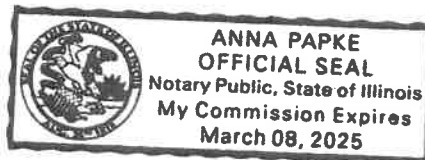
STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

On this 14th 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.

GIVEN under my hand and official seal, this 14th day of Sept, 2024.

Commission Expires: 03/08/2025

Anna Papke
Notary Public



STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

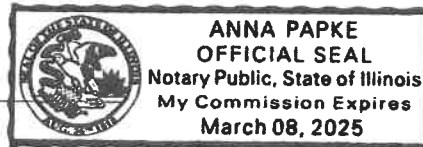
On this 19th day of September, 2024, before me a Notary Public within and for said County and State, personally appeared Salman A. Khan, to me personally known, who being by me duly sworn did say that he has the power of direction for SAK Living Trust which is the Manager of AFSAR DEVELOPERS, LLC, the 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.

GIVEN under my hand and official seal, this 19th day of Sept, 2024.

Commission Expires: 03/08/2025



Notary Public




STATE OF ILLINOIS)
)
COUNTY OF 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.

GIVEN under my hand and official seal, this 19th day of Sept 2024.

Commission Expires: 03/08/2025



Notary Public

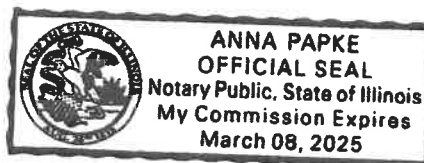


EXHIBIT I

PRELIMINARY PLAT OF SUBDIVISION

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 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

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)
) ss.
COUNTY OF DUPAGE)

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 MUNUMENTED 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]