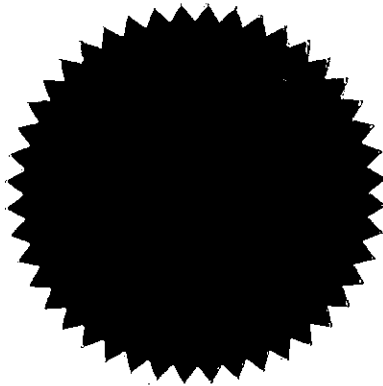


ORDINANCE 5280
5281
5282

PAMPHLET

ORDINANCE APPROVING AN ANNEXATION AGREEMENT, ANNEXING PROPERTIES,
AND REZONING FROM THE R1 SINGLE-FAMILY RESIDENCE DISTRICT TO THE B3
COMMUNITY SHOPPING DISTRICT

18W641 ROOSEVELT ROAD AND 1208 S. WESTMORE/MEYERS ROAD



PUBLISHED IN PAMPHLET FORM THIS 21st DAY OF April, 2003
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.

Barbara A. Johnson
Deputy Village Clerk

ORDINANCE 5280

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

(PC 03-05; 18W641 E. Roosevelt Road & 1208 S. Westmore/Meyers Road)

(See also Ordinance Nos. 5281, 5282)

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a certain Annexation Agreement (hereinafter the "Agreement") pertaining to the property located at 18W641 E. Roosevelt Road & 1208 S. Westmore/Meyers Road, Lombard, Illinois, and legally described in Section 2 hereto be entered into; and,

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

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

WHEREAS, the statutory procedures provided in Chapter 65 ILCS 5/11-15.1-1 through 5/11-15.1-5, as amended, for the execution of said Agreement have been complied with; a hearing on said Agreement having been held, pursuant to proper notice, by the President and Board of Trustees on April 3, 2003.

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

SECTION 1: That the Village President and Village Clerk be and hereby are authorized to sign and attest to the Agreement attached hereto and marked Exhibit "A", by and between the Village of Lombard; and,

SECTION 2: This ordinance is limited and restricted to the property located at, 18W641 E. Roosevelt Road & 1208 S. Westmore/Meyers Road, Lombard, Illinois, and legally described as follows:

LOTS 2 AND 3, THE NORTH 5 FEET OF LOT 4 AND THE NORTH 24 FEET OF LOT 5 IN DECKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 IN BOOK 11 OF PLATS, PAGE 52 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-21-102-001; 06-21-102-021

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed on first reading this 3rd day of April, 2003.

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

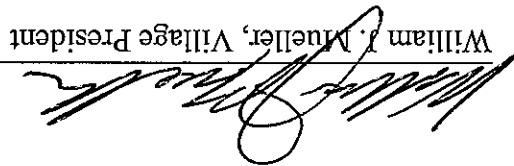
Passed on second reading this 17th day of April, 2003.

Ayes: _____ Trustees Destephano, Tross, Koenig, Sebby, Florey, Soderstrom

Nays: None

Absent: None

Approved this 17th day of April, 2003.


William J. Mueller, Village President

ATTEST:


Barbara A. Johnson, Deputy Village Clerk

Space above reserved for Recorder's use

ANNEXATION AGREEMENT DATED April 17, 2008
FOR 18W641 E. Roosevelt Rd. LOMBARD, IL
1208 S. Westmore/Meyers

Parcel Nos.: 06-21-102-001 & 021

Common Address: 18W641 E. Roosevelt Road & 1208 S. Westmore/Meyers
Road

AFTER RECORDING RETURN TO:

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

of _____
original

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this 17th day of April, 2003, by and between the VILLAGE of Lombard, a municipal corporation ("VILLAGE") and WESTERN SPRINGS NATIONAL BANK AND TRUST, not individually but as trustee under a Trust Agreement dated March 1, 2000 and known as Trust No. 3787 and DIMITRIOS YIANNPOULOS AND CHRISTINA YIANNPOULOS, beneficiaries of said Trust (hereinafter collectively referred to as "OWNER");

W I T N E S S E T H:

WHEREAS, OWNER is the record owner of the property legally described in EXHIBIT A, attached hereto and made a part hereof (hereinafter referred to as the "SUBJECT PROPERTY"); and WHEREAS, the SUBJECT PROPERTY is not annexed to the VILLAGE or any other municipal corporation; and

WHEREAS, OWNER is desirous of annexing the SUBJECT PROPERTY, which is not currently within the corporate limits of the VILLAGE, to the VILLAGE; and

WHEREAS, OWNER is proceeding before the appropriate authorities of the VILLAGE to obtain annexation and map amendment approvals for the SUBJECT PROPERTY substantially consistent with the development concepts hereinafter set forth in this Agreement in order to facilitate the continued use of the SUBJECT PROPERTY; and

WHEREAS, the VILLAGE desires to annex and the OWNER 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, the SUBJECT PROPERTY consists of approximately 2.27 acres of land; and

WHEREAS, all owner(s) of record of the SUBJECT PROPERTY and at least 51% of the

electors residing on the SUBJECT PROPERTY have signed a Petition for Annexation of the SUBJECT PROPERTY to the VILLAGE (hereinafter referred to as the "Annexation Petition"); and

WHEREAS, there are two (2) electors residing on the SUBJECT PROPERTY; and

WHEREAS, an application has heretofore been filed with the VILLAGE Clerk for annexation and zoning of the SUBJECT PROPERTY; and

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

WHEREAS, a public hearing was held on March 17, 2003, for the purpose of considering whether the SUBJECT PROPERTY should be rezoned, upon the annexation of the SUBJECT PROPERTY, from the R-1 Single-Family Residential District to the B-3 Community Shopping District, and the Plan Commission has submitted to the Corporate Authorities of the VILLAGE (hereinafter referred to as the "Corporate Authorities") their findings of fact and recommendations with respect to said application; and

WHEREAS, a public hearing on this Annexation Agreement ("Agreement") has been held by the Corporate Authorities on the 3rd day of April, 2003; and

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

WHEREAS, all public hearings and other actions required to be held or taken prior to the adoption and execution of this Agreement, in order to make the same effective, have been held or taken, including all hearings and actions required in connection with amendments to, variations from and classifications under the Lombard Zoning Ordinance (Chapter 155 of the Lombard Village Code - hereinafter referred to as the "Zoning Ordinance") and the Lombard Subdivision and Development Ordinance (Chapter 154 of the Lombard Village Code - hereinafter referred to as the "Subdivision Ordinance"), such public hearings and other actions having been held pursuant to public notice as required by law and in accordance with all requirements of law prior to adoption and execution of this Agreement; and

WHEREAS, the Corporate Authorities of the VILLAGE and the OWNER deem it to the mutual advantage of the parties and in the public interest that the SUBJECT PROPERTY be annexed to and developed as a part of the VILLAGE as hereinafter provided; and

WHEREAS, the annexation of the SUBJECT PROPERTY as provided herein will promote the sound planning and development of the VILLAGE as a balanced community and will be beneficial to the VILLAGE; and

WHEREAS, OWNER desires to have the entire SUBJECT PROPERTY rezoned to the B-3 Community Shopping District;

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

1. Incorporation of Recitals: The VILLAGE and OWNER agree that the foregoing recitals are incorporated in this Agreement as if fully recited herein.

2. Development of SUBJECT PROPERTY: VILLAGE and OWNER agree that the SUBJECT PROPERTY shall be developed in accordance with the terms of this Agreement and the exhibits attached hereto.

3. Annexation: Subject to the provisions of Article 7 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, the VILLAGE and the OWNER shall cause the annexation of the SUBJECT PROPERTY to occur pursuant to the provisions of Section 5/7-1-8 of Act 5 of Chapter 65 of the Illinois Compiled Statutes.

4. Zoning: Upon annexation of the SUBJECT PROPERTY to the VILLAGE as set forth herein, the Corporate Authorities shall, without further public hearings, immediately rezone and classify the entire SUBJECT PROPERTY from the R1 Single Family Residence District to the B3 Community Shopping District under the Zoning Ordinance.

5. Water and Sanitary Sewer Utilities: The SUBJECT PROPERTY is currently connected to and is served by the VILLAGE's water and sanitary sewer service system. OWNER agrees to convey any new and/or existing sanitary sewer and watermain, and all facilities incidental thereto, to the VILLAGE by executing such appropriate documents as are necessary to vest title thereto in the VILLAGE. Subsequent to the annexation of the SUBJECT PROPERTY, such connections, the VILLAGE, subject to all rules, regulations and ordinances of the VILLAGE, will supply sanitary service and water service, to the SUBJECT PROPERTY to such capacity and in such amounts as will adequately service the SUBJECT PROPERTY under its aforesaid intended usage:

6. Storm Drainage Facilities:

The OWNER shall not be required to provide storm drainage facilities for any existing structures on the SUBJECT PROPERTY. However, any future modifications or reconstruction of any buildings, structures and/or parking lot improvements shall be subject to the Title 15, Chapter 151 of the Village Code.

7. Easements: OWNER shall provide or obtain all easements, both on-site and off-site (if applicable), which are necessary or appropriate to enable the SUBJECT PROPERTY to be properly drained and to receive water, sanitary sewer, electric, telephone, gas, and cable television service, with the VILLAGE being named a grantee in all said easements along with the applicable utility companies and cable television operator. The location for all public improvements shall be as approved by the VILLAGE.

8. Billboard Removal: Associated with the annexation of the SUBJECT PROPERTY, OWNER shall be responsible for the removal of the existing billboard located on the SUBJECT PROPERTY. Said removal shall occur no later than thirty (30) days after the expiration of the existing billboard lease agreement attached hereto as EXHIBIT B and made a part hereof. Said removal shall be performed at no cost to the VILLAGE.

9. Contributions: OWNER shall have no obligation to make any contribution, in cash or in land, to any school district, park district or library district provided the SUBJECT PROPERTY is operated in substantial conformity with this Agreement or pursuant to such other non-residential development plans as may from time to time be approved by the VILLAGE. The foregoing provision shall not eliminate or reduce OWNER's obligation to pay other fees and charges applicable to the SUBJECT PROPERTY pursuant to VILLAGE ordinances.

10. Non-Conforming Uses and Structures: The VILLAGE recognizes

the nonconforming nature of the buildings and structures on the SUBJECT PROPERTY. Nothing in this agreement shall be construed so as to grant zoning relief or any other relief from the Village Code for any existing uses or structures on the SUBJECT PROPERTY, other than that noted in

13. Fire District: By operation of law and in accordance with Illinois Compiled Statutes Chapter 70, Section 705/20, the SUBJECT PROPERTY shall, upon its annexation to the VILLAGE,

12. Dedication of Public Improvements: Following the annexation of the SUBJECT PROPERTY to the VILLAGE and when OWNER has completed any required public improvements, if any, in accordance with applicable provisions of the Subdivision Ordinance, as varied by this Agreement, 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 provisions of the Subdivision Ordinance, unless such public improvements have been in place for a period of two years or more preceding the date of annexation. Notwithstanding this Section, Drainage Facilities and Detention Areas located within the SUBJECT PROPERTY shall remain owned by and maintained by the OWNER, and any subsequent owner(s). The acceptance of said public improvements by the VILLAGE shall not be a condition precedent to the issuance of any building or occupancy permit requested or of the VILLAGE for the SUBJECT PROPERTY.

11. Reasonableness of Fees and Charges: OWNER agree that the connection charges, fees, dedications and easements required by current ordinances of the VILLAGE or this Agreement are reasonable in amount, where applicable, and are reasonably related to and made necessary by the development and/or redevelopment of the SUBJECT PROPERTY.

Section 4. Excluding the existing billboard noted in Section 8 above, the VILLAGE agrees that any legally permitted and constructed structures on the premises as legal non-conforming. However, any expansion, alteration, reconstruction or repair of any buildings or structures on the SUBJECT PROPERTY shall conform with all existing provisions of the Village Code. For purposes of this agreement, a legally permitted structure shall be any structure for which a building permit was issued by DuPage County or the VILLAGE prior to the effective date of this Agreement. Notwithstanding the foregoing definition of legal non-conforming uses and structures, the VILLAGE recognizes the existence of the single-family residence on the SUBJECT PROPERTY for the purposes of meeting the provisions of Section 10.

be disconnected from the fire protection district in which it is located at no cost to the VILLAGE. The VILLAGE agrees to cooperate with the OWNER in said disconnection. OWNER and/or the successor owner of the SUBJECT PROPERTY shall be responsible for the disconnection and shall reimburse the VILLAGE for any funds expended by the VILLAGE, including, but not limited to any payments required by 70 ILCS 705/20(e), any legal fees and litigation costs, relative thereto. The VILLAGE shall provide notice to the fire protection district in the manner required by law.

14. Final Engineering Approval: All public improvements to be constructed hereunder or under the Subdivision Ordinance, as varied by this Agreement, and which are to be owned by the VILLAGE either before or after its annexation of the SUBJECT PROPERTY shall be paid for, constructed and installed by OWNER in accordance with final engineering plans approved by the VILLAGE'S Engineer.

15. Consent to Creation of a Special Assessment or Special Service Area: OWNER agrees that it will not object to the imposition of a Special Assessment or Special Service Area incorporating the SUBJECT PROPERTY with respect to the construction of any public improvements affecting the area of the SUBJECT PROPERTY and which may become necessary at a future date. The assessment formula for any such future Special Assessment(s) or Special Service Area(s) shall be determined as required by law, taking into account the relative benefit to the SUBJECT PROPERTY as a result of the public improvements constructed.

16. General Provisions:

A. Notices: Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed facsimile transmission provided a hard copy of such notice is deposited in the regular mail addressed to the recipient within twenty-four (24) hours following the facsimile

transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

(1) If to the VILLAGE or

Corporate Authorities:

President and Board of Trustees

VILLAGE OF LOMBARD

255 East Wilson Avenue

Lombard, Illinois 60148

Phone: (630) 620-5700

Fax: (630) 620-8222

With a copy to:

(a) VILLAGE Manager

VILLAGE OF LOMBARD

255 East Wilson Avenue

Lombard, Illinois 60148

Phone: (630) 620-5700

Fax: (630) 620-8222

(b) Director of Community Development

VILLAGE OF LOMBARD

255 East Wilson Avenue

Lombard, Illinois 60148

Phone: (630) 620-5700

Fax: (630) 620-8222

(1) This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, grantees, lessees, and upon any successor municipal authorities of the VILLAGES and successor municipalities. Upon the

B. Continuity of Obligations:

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

(a) Dimitrios Yiannopoulos
7560 South Wolf Road
Burr Ridge, IL 60527

With a copy to:

Western Springs National Bank as Trustee UTA #3787
4456 Wolf Road
Western Springs, IL 60558

(2) IF to OWNER:

Thomas P. Bayer
KLEIN, THORPE AND JENKINS, LTD.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Phone: (312) 984-6400
Fax: (312) 984-6444

conveyance of any of OWNER's interest in any portion of the SUBJECT PROPERTY or its rights and obligations under this Agreement to the other or a third party ("Transferee"), the rights and obligations of OWNER pertaining to such portion of the SUBJECT PROPERTY or rights and obligations hereunder, shall be deemed assigned to and assumed by such Transferee, and OWNER shall thereupon be released and discharged by the VILLAGE from any further obligation pertaining to such identified rights and duties. Subject to the provisions of this Section 17B, the Transferee shall thereupon be entitled to exercise all rights and authorities and shall perform all duties and obligations of OWNER pertaining to such portion of the SUBJECT PROPERTY.

Upon the condition that the requirements of this subsection have been met, this Agreement shall inure to the benefit of and shall be binding upon OWNER's Transferees, and shall be binding upon the VILLAGE and the successor Corporate Authorities of the VILLAGE. In the event that the requirements of this subsection have not been met, this Agreement shall be binding upon, but shall not inure to the benefit of OWNER's Transferees until such time as OWNER has given the VILLAGE the notice required by this subsection 17B.

In the event of any sale or conveyance by OWNER of the Subject Property or any portion thereof, OWNER shall notify the Village in writing, within ten (10) working days after the closing of such sale or conveyance, of any and all Transferees to all or any portion of the Subject Property. Such written notice shall include identification of the name(s) of such Transferee(s), the date of such sale or conveyance, and a copy of the title opinion identifying the grantee, the real estate sold or conveyed, and such other information as is usually and customarily included in a title opinion for the sale or conveyance of real estate. Failure to give timely notice shall not constitute a default hereunder, but shall be governed by the remaining provisions of this subsection 17B.

C. Court Contest: In the event the annexation of the SUBJECT PROPERTY, the classification of the SUBJECT PROPERTY for zoning purposes or other terms of this Agreement are challenged in any court proceeding, the period of time during which such litigation is pending, including (without limitation) the appeal time therefor, shall not be included, if allowed by law, in calculating the twenty (20) year period provided in subsection 17R below.

D. Remedies: The VILLAGE and OWNER, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any party, or their successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to any party to such default, or such longer period as may be reasonable under the circumstances, 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 successors or successors in title.

E. Conveyances: Nothing contained in this Agreement shall be construed to restrict or limit the right of OWNER to sell or convey all or any portion of the SUBJECT PROPERTY, whether improved or unimproved, except as otherwise specifically set forth herein.

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. Reimbursement of VILLAGE for Legal and Other Fees and Expenses:

(1) To Effective Date of Agreement: OWNER, concurrently with the approval of this Agreement, shall reimburse the VILLAGE for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the SUBJECT PROPERTY:

- (a) the costs incurred by the VILLAGE for engineering services;
- (b) all reasonable attorneys' fees incurred by the VILLAGE in connection with the preparation and review of this Annexation Agreement and the zoning of the SUBJECT PROPERTY; and
- (c) miscellaneous VILLAGE expenses, such as legal publication costs, recording fees and copying expense.

(2) From and After Effective Date of Agreement: Except as provided in this subsection, upon demand by the VILLAGE made by and through its President, OWNER from time to time shall promptly reimburse the VILLAGE for all reasonable expenses and costs incurred by the VILLAGE in the administration of this Agreement, including engineering fees, attorneys' fees and out-of-pocket expenses involving various and sundry matters such as, but not limited to,

preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of public improvements, and the review by VILLAGE consultants of plans and materials submitted by OWNER.

Such costs and expenses incurred by the VILLAGE in the administration of this Agreement shall be evidenced to the OWNER upon OWNER's request, by a sworn statement of the VILLAGE; and such costs and expenses may be further confirmed by OWNER at their option from additional documents designated from time to time by OWNER relevant to determining such costs and expenses.

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

In the event that any third party or parties institute any legal proceedings against OWNER and/or the VILLAGE, which relate to the terms of this Agreement, then, in that event, OWNER, on notice from the VILLAGE shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

(a) OWNER shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE.

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

In the event the VILLAGE institutes legal proceedings against OWNER for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against OWNER all expenses of such legal proceedings incurred by VILLAGE, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the VILLAGE in connection therewith (and any appeal thereof). OWNER may, in its sole discretion, appeal any such judgment rendered in favor of the VILLAGE against OWNER.

1. 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.

J. 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.

K. Recording: A copy of this Agreement and any amendments thereto shall be recorded by the VILLAGE at the expense of the OWNER.

L. Authorization to Execute: The officers of OWNER executing this Agreement warrant that they have been lawfully authorized by OWNER's respective Boards of Directors to execute this Agreement on behalf of said OWNER. The President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the VILLAGE Board to execute this Agreement. The OWNER and VILLAGE shall deliver to each other upon request copies of all bylaws, joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

M. Amendment: This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the OWNER and the VILLAGE relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to

this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

N. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

O. 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 this Agreement shall control and govern.

P. 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.

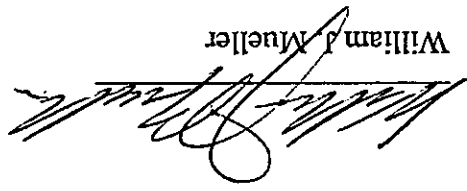
Q. Execution of Agreement: This Agreement shall be signed last by the VILLAGE and the President of the VILLAGE shall affix the date on which he/she signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.

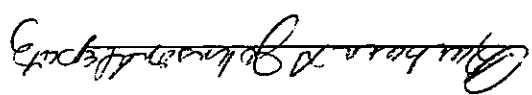
R. Term of Agreement: This Agreement shall be in full force and effect for a term of twenty (20) years from and after the date of execution of this Agreement.

S. Venue: The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

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

VILLAGE OF LOMBARD, an Illinois
Municipal corporation


William J. Mueller
VILLAGE President


VILLAGE Clerk

DATED: April 17, 2003

This instrument is executed by WESTERN SPRINGS NATIONAL BANK AND TRUST, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by WESTERN SPRINGS NATIONAL BANK AND TRUST, are undertaken by it solely as Trustee, as aforesaid, and not individually and no personal liability shall be asserted or be enforceable against WESTERN SPRINGS NATIONAL BANK AND TRUST, by reason of any of the covenants, statements, representations or warranties contained in the instrument.

This statement is based solely upon information and belief, upon information furnished by the beneficiary or beneficiaries of the aforesaid Trust. The undersigned Trustee has no personal knowledge of the facts or statements herein contained.

TITLE: JOINT HOLDERS OF THE BENEFICIAL INTEREST
IN THE TITLE HOLDING LAND TRUST

Christina Yiannopoulos
CHRISTINA YIANNPOULOS

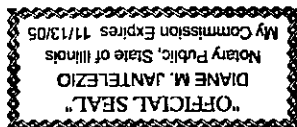
Dimitrios Yiannopoulos
BY: DIMITRIOS YIANNPOULOS

DATED: 3/27/2023
Title: A/H/No. 5
[Signature]

ATTEST:

By: *[Signature]*
Name: DANIEL N. WLODKESKI
TRUST OFFICER
ILLINOIS
WESTERN SPRINGS NATIONAL BANK & TRUST
Corporate Seal

OWNER:
WESTERN SPRINGS NATIONAL BANK and TRUST,
T/U/T No. 3787 u/a dtd. March 1, 2000, and not personally,



Diane M. Jantlezio
Notary Public

Commission expires 11/13/05

GIVEN under my hand and official seal, this 17th day of April, 2003.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the VILLAGE of Lombard, and Barbara A. Johnson, personally known to me to be the 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.

COUNTY OF DUPAGE)

) SS

) STATE OF ILLINOIS

ACKNOWLEDGMENTS

COOK
STATE OF ILLINOIS)
) SS
(COUNTY OF ILLINOIS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO

HEREBY CERTIFY that the above-named DANIEL N. WLODEK

TRUST OFFICER
personally known to me to be the

Western Springs National Bank and Trust and also personally

known to me to be the same person whose name is subscribed to the foregoing instrument as such

TRUST OFFICER and

me this day in person and acknowledged that as such TRUST OFFICER and

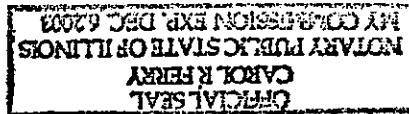
they signed and delivered the said instrument, consenting to its recordation,

pursuant to authority given by said trust as his free and voluntary act, and as the free and voluntary

act and deed of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 1st day of April, 2003.

Commission expires Dec 6, 2003



Notary Public

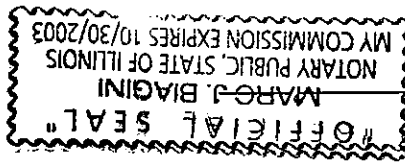
Carol R. Ferry

STATE OF ILLINOIS)
) SS
) COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Dimitrios Yiannopoulos and Christina Yiannopoulos, 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 they signed and delivered the said instrument, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 7th day of March, 2003

Commission expires _____



[Signature]
Notary Public

SCHEDULE OF EXHIBITS

Legal Description of SUBJECT PROPERTY
Billboard Lease on SUBJECT PROPERTY

EXHIBIT A:
EXHIBIT B:

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOTS 2 AND 3, THE NORTH 5 FEET OF LOT 4 AND THE NORTH 24 FEET OF LOT 5 IN
DECKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 IN BOOK 11 OF PLATS,
PAGE 52 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-21-102-001; 06-21-102-021

EXHIBIT B

BILLBOARD LEASE ON SUBJECT PROPERTY

ORIGINAL

4-13-00



ELLER MEDIA COMPANY LEASE AGREEMENT

Lease #34154
File #U4540

The undersigned ("Landlord") leases to ELLER MEDIA COMPANY, a Delaware corporation ("Eller"), the following described property ("Property"), for the purpose of erecting and maintaining outdoor advertising structures, including fixture connections, panels, signs, copy and any equipment and accessories as Eller may place thereon (collectively) the "Structures", together with free access to the Property to construct, improve, supplement, post paint, illuminate, maintain, repair, or remove the Structures. Eller may license the use of the Structures, or any portion thereof, for any lawful purpose. The Property is located at: Roosevelt (Rt. 38) SL W/O Meyers, City of Lombard, County of DuPage, State of ILLINOIS.

2. This Lease shall be in effect for a base term of (Ten) 10 years, effective April 1, 2000.

3. The rent shall be as follows:

Years 1-2: Eight-Thousand Seven Hundred (\$8,700.00) Dollars per year;

Years 3-5: Nine-Thousand (\$9,000.00) Dollars per year;

Years 6-7: Nine Thousand Five Hundred (\$9,500.00) Dollars per year;

Years 8-10: Ten Thousand (\$10,000.00) Dollars per year payable by Eller Semi-Annually in advance.

4. This Lease shall continue in full force and effect for its initial term and thereafter for subsequent like terms, unless not less than ninety (90) days before the end of any such term Landlord or Eller gives Notice of termination, Eller shall have the right to terminate the Lease at the end of any monthly period during the initial term or any subsequent term upon Notice to Landlord served not less than thirty (30) days prior to the end of such monthly period. During any term of this Lease and for a period of ninety (90) days following any termination of this Lease, Landlord grants Eller the right of first refusal to match any offer acceptable to Landlord for the use or purchase of the Property. A copy of any such third-party offer received by Landlord shall be delivered to Eller. Eller shall then have ten (10) business days in which to match such offer by giving Notice of acceptance to Landlord. If ownership of the Property changes, Landlord shall promptly notify Eller of such change and furnish the new owner with a copy of this Lease.

5. Eller is the owner of all Structures and has the right to remove the Structures at any time or within one hundred twenty (120) days following the termination of this Lease. If for any reason, Eller's Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt. If the Structures are removed for any reason, only the above-ground portions of the Structures, need be removed. Eller has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures. All such permits remain the property of Eller.

6. Landlord and Landlord's tenants, agents, or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Eller's sole opinion, would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after Notice from Eller, Eller may in its sole discretion: a) remove the obstruction at Landlord's expense; b) cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease; or c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Eller may trim any trees and vegetation on the Property and on any adjacent property controlled by Landlord as often as Eller in its sole discretion deems appropriate to prevent obstructions.

7. If, in Eller's sole opinion: a) the view of the Structures' advertising copy becomes entirely or partially obstructed; b) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; c) the Structures' value is substantially reduced by lower vehicular circulation; d) the Structures' value for advertising purposes is otherwise diminished; e) Eller is unable to obtain or maintain any necessary permit for the erection use and/or sale of property and/or maintenance of the Structures as Eller may desire; or f) the Structures' use is prevented or restricted by law, Eller may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered; or (iii) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease. If Eller is prevented from illuminating its signs by law, or other cause beyond Eller's control, the rent shall be reduced by one-third.

8. In the event the Structures or any part thereof, or any portion of the Property, is condemned by proper authorities, or any right-of-way from which the Structures are visible is relocated, Eller shall have the right to relocate the Structures on Landlord's remaining Property or to terminate this Lease upon not less than thirty (30) days' Notice and to receive all pre-paid rent for any unexpired term of this Lease. Any condemnation award for Structures shall accrue to Eller. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Eller as a party thereto.

9. Landlord represents that it is the owner (or authorized agent of the owner) of the Property and has the authority to enter into this Lease.

10. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Eller on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Eller. If Landlord encumbers the Property subsequent to the commencement date hereof, Landlord shall deliver to Eller on or before the effective date of encumbrance a non-disturbance agreement in a form reasonably acceptable to Eller.

11. If (a) Eller has not been informed or the current address of Landlord or its designated agent, or (b) two or more of the monthly payment sent by Eller are not deposited by Landlord within ninety (90) days after the last such payment is sent by Eller, then no rent shall be payable hereunder for the period commencing with the due date of the first such payment or not deposited and continuing until Landlord (i) gives Eller Notice of its business address or that of its authorized agent or (iii) deposits all previous payments. In either case, Eller's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred.

12. Eller shall indemnify and hold Landlord harmless from all injuries to the Property or third persons caused by Eller, Eller's employees, agents, licensees and contractors. Landlord shall indemnify and hold Eller harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors. Eller shall maintain two million dollars of insurance to save lessor harmless, naming lessor as additional insured pursuant to this paragraph 12.

13. This Lease is binding upon the heirs, assigns and successors of both Landlord and Eller. Landlord agrees not to assign this Lease to any competitor of Eller without Eller's written permission. Eller shall have the absolute right to assign or sublet.

14. Any notice ("Notice") to any party under this Agreement shall be in writing by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Agreement, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case Notices shall be delivered to such other address as shall have previously been specified in writing by such party to all parties hereto at their respective addresses then in effect.

15. In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement because the other party breached this Agreement, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Eller shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Eller and Landlord with respect to the Structures and the Property.

3.

Date Accepted: 4/19/10
Branch Address: ELLER MEDIA COMPANY
4000 SOUTH MORGAN STREET
CHICAGO, ILLINOIS 60609
Tel No. (773) 843-2000
By: [Signature]
Its: President/Assistant to the President

Signed:

[Signature]
"Landlord"

Dimitrio Vianopoulos
(Name)
7560 S. Wolf Road
(Street Address)
Burr Ridge, IL 60525
(City & State)
(Zip)

SS or Tax ID No.

318-58-1395

Tel No.

630.725-1205
662.1942

OFFICE

630 6863 222

ORDINANCE 5281

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

(PC 03-05; 18W641 E. Roosevelt Road & 1208 S. Westmore/Meyers Road)

(See also Ordinance Nos. 5280, 5282 _____)

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

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

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

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

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

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

SECTION 2: This ordinance is limited and restricted to the property indicated on the Plat of Annexation attached hereto as Exhibit "B", and located at 18W641 E. Roosevelt Road & 1208 S. Westmore/Meyers Road, Lombard, Illinois, and legally described as follows:

LOTS 2 AND 3, THE NORTH 5 FEET OF LOT 4 AND THE NORTH 24 FEET OF LOT 5 IN DECKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 IN BOOK 11 OF PLATS, PAGE 52 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-21-102-001; 06-21-102-021

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

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

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

Passed on first reading this 3rd day of April, 2003.

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

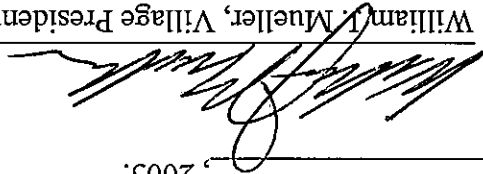
Passed on second reading this 17th day of April, 2003.

Ayes: Trustees Destephano, Tross, Koenig, Sebby, Florey, Soderstrom

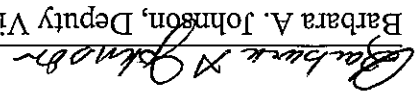
Nays: _____ None

Absent: _____ None

Approved this 17th day of April, 2003.


William J. Mueller, Village President

ATTEST:


Barbara A. Johnson, Deputy Village Clerk

ORDINANCE 5282

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

(PC 03-05; 18W641 E. Roosevelt Road & 1208 S. Westmore/Meyers Road)

(See also Ordinance No.(s) 5280, 5281)

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

WHEREAS, an application has heretofore been filed requesting a map amendment for the purpose of rezoning the property described in Section 2 hereto from R1 Single-Family Residence District to the B3 Community Shopping District; and,

WHEREAS, a public hearing thereon has been conducted by the Village of Lombard Plan Commission on March 17, 2003, pursuant to appropriate and legal notice; and,

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

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

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

SECTION 1: That Title 15, Chapter 155 of the Code of Lombard, Illinois, otherwise known as the Lombard Zoning Ordinance, be and is hereby amended so as to rezone the property described in Section 2 hereof from R1 Single-Family Residence District to the B3 Community Shopping District.

SECTION 2: The map amendment is limited and restricted to the properties located at 18W641 E. Roosevelt Road & 1208 S. Westmore/Meyers Road, Lombard, Illinois, and legally described as follows:

LOTS 2 AND 3, THE NORTH 5 FEET OF LOT 4 AND THE NORTH 24 FEET OF LOT 5 IN DECKE'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1924 IN BOOK 11 OF PLATS, PAGE 52 AS DOCUMENT 179881, IN DUPAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-21-102-001; 06-21-102-021

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

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

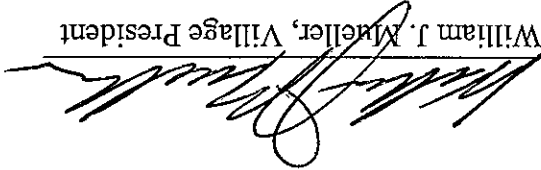
Passed on first reading this 3rd day of April, 2003.
First reading waived by action of the Board of Trustees this _____ day of _____,
Passed on second reading this 17th day of April, 2003.

Ayes: Trustees Destephano, Tross, Koenig, Sebbby, Florey, Soderstrom

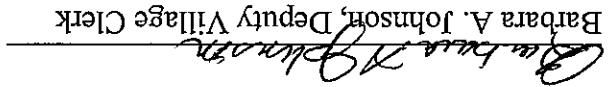
Nays: _____ None

Absent: _____ None

Approved this 17th day of April, 2003.


William J. Mueller, Village President

ATTEST:


Barbara A. Johnson, Deputy Village Clerk

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