

**J.P. "RICK" CARNEY**

DUPAGE COUNTY RECORDER

APR. 27, 2004

OTHER

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06-07-213-011

R2004-108853

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

I further certify that attached hereto is a true and correct copy of ORDINANCE 5440, AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE AND ELMHURST MEMORIAL HEALTHCARE IN REGARD TO THE REDEVELOPMENT OF THE PROPERTY COMMONLY KNOWN AS 130 SOUTH MAIN STREET AND 6 WEST MAPLE STREET, AND AUTHORIZING THE SALE OF THE PROPERTY COMMONLY KNOWN AS 10 AND 24 WEST MAPLE STREET, AND THE ACQUISITION OF THE PROPERTY COMMONLY KNOWN AS 29 THROUGH 37 EAST ST. CHARLES ROAD, IN RELATION THERETO

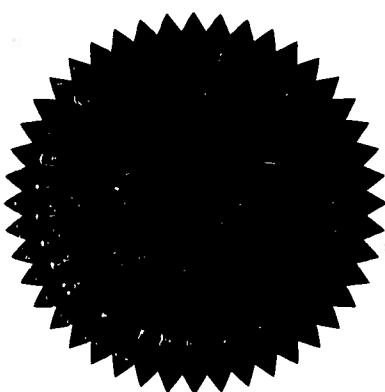
of the said Village as it appears from the official records of said Village duly passed on March 4, 2004.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 2<sup>nd</sup> day of April, 2004.

*686*

*04030130/1111*

STEWART TITLE COMPANY  
2055 W. Army Trail Road, Suite 110  
Addison, IL 60101  
630-889-4000



*Barbara A. Johnson*

Barbara A. Johnson  
Deputy Village Clerk  
Village of Lombard  
DuPage County, Illinois

**AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE AND ELMHURST MEMORIAL HEALTHCARE IN REGARD TO THE REDEVELOPMENT OF THE PROPERTY COMMONLY KNOWN AS 130 SOUTH MAIN STREET AND 6 WEST MAPLE STREET, AND AUTHORIZING THE SALE OF THE PROPERTY COMMONLY KNOWN AS 10 AND 24 WEST MAPLE STREET, AND THE ACQUISITION OF THE PROPERTY COMMONLY KNOWN AS 29 THROUGH 37 EAST ST. CHARLES ROAD, IN RELATION THERETO**

BE IT ORDAINED, by the President and Board of Trustees of the Village of Lombard,

DuPage County, Illinois, as follows:

**SECTION 1:** The president and Board of Trustees of the Village find as follows:

- A. The Village of Lombard (hereinafter referred to as the "VILLAGE") is a non-home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to its powers and in accordance with the TIF ACT, on February 2, 1989, the corporate authorities of the VILLAGE adopted Ordinance Numbers 3121, 3122 and 3123, in accordance with the TIF ACT, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE'S downtown area tax increment financing district (hereinafter referred to as the "DOWNTOWN TIF DISTRICT") for redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, which property is legally described on EXHIBIT A attached hereto and made part hereof (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").
- D. Pursuant to and in accordance with the Act, on June 6, 2002, the corporate authorities of the Village adopted Ordinance No. 5145, entitled "An Ordinance Amending Ordinance No. 3121, Adopted February 2, 1989, and the Redevelopment Plan and Project Attached Thereto as Exhibit "B", in Regard to the Termination Date for the Village of Lombard's Downtown Tax Increment Financing District," for the Village's Downtown T.I.F. District, by which the termination date for the Downtown T.I.F. District was extended to December 31, 2011, subject to the receipt of 2011 incremental real estate tax revenues during 2012.

- E. Elmhurst Memorial Healthcare (hereinafter referred to as the "DEVELOPER") desires to redevelop a portion of the REDEVELOPMENT PROJECT AREA, said portion thereof being legally described on EXHIBIT B attached hereto and made part hereof, on which the DEVELOPER intends to construct a health care facility (hereinafter referred to as the "DEVELOPMENT").
- F. In order to move forward with the DEVELOPMENT, it is necessary for the DEVELOPER to acquire certain real property owned by the VILLAGE, said property being legally described on EXHIBIT C attached hereto and made part hereof (hereinafter referred to as the "VILLAGE PARCEL").
- G. In order to transfer title to the VILLAGE PARCEL to the DEVELOPER, the VILLAGE needs to acquire title to certain real property legally described on EXHIBIT D attached hereto and made part hereof (hereinafter referred to as the "COMMUTER PARKING PARCEL"), so that the VILLAGE can replace the commuter parking that currently exists on the VILLAGE PARCEL.
- H. The VILLAGE and the DEVELOPER previously entered into a Redevelopment Agreement (hereinafter referred to as the "ORIGINAL AGREEMENT"), pursuant to which the VILLAGE and the DEVELOPER agreed to certain terms and conditions relative to the implementation of the foregoing.
- I. As a result of certain delays in the approval of the funding source for the construction of commuter parking on the COMMUTER PARKING PARCEL, it is necessary to amend the ORIGINAL AGREEMENT.
- J. The Amendment to the ORIGINAL AGREEMENT attached hereto as EXHIBIT E and made part hereof (hereinafter referred to as the "AMENDMENT") amends the ORIGINAL AGREEMENT to address the funding source delay referenced above.
- K. In accordance with the TIF ACT it is in the best interest of, the VILLAGE to approve the AMENDMENT, to sell the VILLAGE PARCEL to the DEVELOPER pursuant to the ORIGINAL AGREEMENT as revised by the AMENDMENT (hereinafter referred to as the "AMENDED AGREEMENT"), and to acquire title to the COMMUTER PARKING PARCEL pursuant to the AMENDED AGREEMENT, so that redevelopment within the DOWNTOWN TIF DISTRICT can continue, said redevelopment pursuant to the TIF ACT being the VILLAGE'S public purpose for selling the VILLAGE PARCEL.

**SECTION 2:** Based upon the foregoing, and pursuant to the TIF ACT, the AMENDMENT attached hereto as EXHIBIT E is hereby approved, and the President and Clerk of the VILLAGE be and they are hereby authorized and directed to sell the VILLAGE PARCEL and acquire title to the COMMUTER PARKING PARCEL, pursuant to the terms and conditions set forth in the AMENDED AGREEMENT, on behalf of the VILLAGE, and they are further authorized and

directed to execute and deliver such other instruments, including said AMENDMENT attached hereto as EXHIBIT E, as may be necessary or convenient to consummate said sale and acquisition..

SECTION 3: That 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 \_\_\_\_\_ day of \_\_\_\_\_, 2004.

First reading waived by action of the Board of Trustees this 4th day of March, 2004, pursuant to a roll call vote as follows:.

Passed on second reading this 4th day of March, 2004.

AYES: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

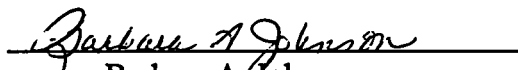
NAYS: None

ABSENT: None

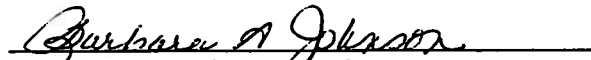
APPROVED by me this 4th day of March, 2004.

  
\_\_\_\_\_  
William J. Mueller  
Village President

ATTEST:

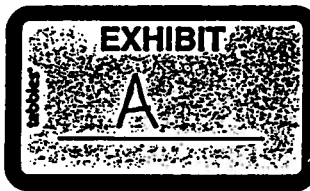
  
\_\_\_\_\_  
Barbara A. Johnson  
Deputy Village Clerk

Published by me in pamphlet form this 8th day of March, 2004.

  
\_\_\_\_\_  
Barbara A. Johnson  
Deputy Village Clerk

**EXHIBIT A**

**(Legal Description of Downtown T.I.F. District)**



(Legal Description of Downtown T.I.F. District)

Lots 1 and 2 of the Resubdivision of Lot 6 of Block 27 of the Original Town of Lombard, Lots 1, 2, 3, and 4 of the Original Town of Lombard, Lots 1, 2, 3, the North 25 ft. of Lot 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Caverno's Subdivision, Lot 1 in Lombard Bible Church Consolidation Plat, Lots 1, 2, 3, 4, and 5 in Owner's Subdivision in Block 18 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, and 7 in Block 11 of the Original Town of Lombard, Lots 8, 9, 10, 11, and 12 in J. B. Hull's Subdivision of part of Block 11 and part of outlot 4 of the Original Town of Lombard, Lots 7, 8, 9, 12, 13, 14, 15, 16, 17 and 18 of Grove Park Subdivision, Lots 2, 3, 4, 5, 6, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 in Grove Park Subdivision, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Grove Park Subdivision First Addition, Lots 11 and 12 in W. H. Maple's Subdivision, Lots 3, 4, 5, 6, 7, 8, 9, 10, and 11 in Block 10 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, in the Subdivision of Outlot 10 in the Original Town of Lombard, Lots 1, 2, 4, and 5 of Block 19 in the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, of J. B. Hull's Subdivision of Lot 3 of Block 19 of the Original Town of Lombard, Lot 43 excepting the North 20 feet thereof in Orchard Subdivision, Lots 1 and 2 of Timke's Resubdivision, all of Park Manor Condominium, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northeast Quarter of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

Of that part of Block 22 of the Original Town of Lombard described by beginning at a point on the East line of Main Street, 499.0 feet North of the Southwest corner of said Block 22 and running thence Easterly to a point on the center line of said Block 22 that is 386.6 feet to the Southerly line of said Parkside Avenue; thence Southwesterly along the Southerly line of said Parkside Avenue to the East line of Main Street; thence South on the East line of Main Street, 291.85 feet to the place of beginning, Lots 1, 2, and 3 in James' Subdivision of Part of Block 22 of the Original Town of Lombard, Lots 28, 29, 30, and 31 of Part of Block 22 in N. Matson & Others Resubdivision, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 in Block 17 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 in Block 16 of the Original Town of Lombard, Lots 1, 2, the East 1/2 of Lot 3, Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Block 12 of the Original Town of Lombard, Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 in Block 18 of H. O. Stone & Company's Addition to Lombard, Lombard Tower Condominiums, Charlotte-Garfield Condominiums, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northwest Quarter of Section 8, Township 39 North, Range 11, East of the Third Principal Meridian all in DuPage County, Illinois.

**EXHIBIT B**

**(Legal Description of the Development)**

**Lots 6 through 11, inclusive, in Caverno's Subdivision, being a Resubdivision of part of Block 21 in the Town of Lombard, being a subdivision in Sections 5, 6, 7, 8 and 18, Township 39 North, Range 11, East of the Third Principal Meridian according to the plat of said Caverno's Subdivision recorded May 17, 1912 as Document 108107 in DuPage County, Illinois;**

**P.I.N.: 06-07-213-014;**

**Common Address: 130 South Main Street, Lombard, Illinois;**

**and**

**The East 74.2 feet of Lots 12, 13 and 14 of Caverno's Subdivision of part of Block 21 of the Town of Lombard in Sections 5, 6, 7, 8 and 18, Township 39 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois;**

**P.I.N.: 06-07-213-012;**

**Common Address: 6 West Maple Street, Lombard, Illinois.**

**EXHIBIT C**

(Legal Description of the Village Parcel)

The West 74.4 feet of Lots 12, 13 and 14 (as measured along the South line of Lot 14 and the North line of Lot 12) in Caverno's Subdivision, being a Resubdivision of part of Block 21 in the Town of Lombard, being a subdivision in Sections 5, 6, 7, 8 and 18, Township 39 North, Range 11, East of the Third Principal Meridian according to the plat of said Caverno's Subdivision recorded May 17, 1912 as Document 108107 in DuPage County, Illinois;

P.I.N. 06-07-213-011;

Common Address: 10 West Maple Street, Lombard, Illinois;

and

Lot 1 in the Village of Lombard Maple Street Parking Lot Plat of Consolidation, being a subdivision of Lots 15 to 21, both inclusive, in Caverno's Subdivision, a resubdivision of part of the Northeast 1/4 of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded May 17, 1992 as Document Number ~~108107~~, in DuPage County, Illinois;

*R98 - 236142*

*NOVEMBER 12, 1998*

P.I.N.: 06-07-213-016;

Common Address: 24 West Maple Street, Lombard, Illinois.



**EXHIBIT D**

**(Legal Description of the Commuter Parking Parcel)**

All of Block 15, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Block 16 and Lots 1, 2, 3, 4 and 5 in Block 17 of the Plat of the Town of Lombard, being a subdivision in Sections 5, 6, 7, 8 and 18, Township 39 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded April 23, 1868 as Document 9483, in DuPage County, Illinois;

and

That part of Charlotte Street lying East of Block 17 and West of Block 16 in the Original Town of Lombard, a subdivision of parts of Sections 5, 6, 7, and 18, Township 39 North, Range 11 East of the Third Principal Meridian, and lying South of the Southerly right-of-way line of St. Charles Road and lying North of the Northerly line of the Union Pacific Railroad (formerly the Chicago and Northwestern Railroad), and that part of Martha Street lying East of Block 16 and West of Block 15 in the Original Town of Lombard, a subdivision of part of Section 5, 6, 7 and 18, Township 39 North, Range 11 East of the Third Principal Meridian, and lying South of the Southerly right-of-way line of St. Charles Road and lying North of the Northerly line of the Union Pacific Railroad (formerly the Chicago and Northwestern Railroad), all in DuPage County, Illinois;

P.I.N.'s: 06-08-110-002, 06-08-109-002 and 06-08-108-011;

Common Address: 29-37 St. Charles Road, Lombard, Illinois.

**EXHIBIT E**

**(First Amendment to Redevelopment Agreement)**

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT FOR THE ELMHURST MEMORIAL HEALTHCARE DEVELOPMENT COMPRISING A PART OF THE DOWNTOWN T.I.F. DISTRICT OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS ("First Amendment") is made and is effective as of January 25, 2004 by and between Village of Lombard, DuPage County, Illinois, a municipal corporation ("Village") and Elmhurst Memorial Healthcare, an Illinois not for profit corporation ("Developer").**

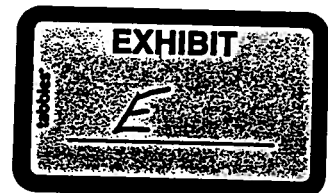
**RECITALS:**

- A. The Village and Developer entered into that certain Redevelopment Agreement for the Elmhurst Memorial Healthcare Development Comprising a Part of the Downtown T.I.F. District of the Village of Lombard, DuPage County, Illinois ("Agreement").**
- B. The Village delivered a letter to Developer dated January 23, 2004 whereby the Village purportedly exercised its right to terminate the Agreement pursuant to Section II. K. of the Agreement.**
- C. The parties desire to reinstate the Agreement and confirm that the Agreement remains in full force and effect, to amend the Agreement to delete Section II.K. of the Agreement and to otherwise amend the Agreement in accordance with the terms and conditions set forth hereinafter.**

**AGREEMENT**

**NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Developer hereby agree, and the Agreement is hereby amended, as set forth below.**

- 1. The parties agree that (i) any purported or actual exercise of the right of termination under Section II.K. of the Agreement prior to the date hereof is hereby revoked and rescinded, (ii) the Agreement is hereby reinstated, and (iii) the Agreement is, shall be and remains in full force and effect in accordance with its terms and provisions as amended hereby.**
- 2. Section II.K. of the Agreement is hereby deleted in its entirety and is of no further force or effect.**
- 3. The parties further agree that (i) any termination of the Exchange Agreement resulting from any purported or actual exercise of the right of termination under Section II.K. of the Agreement prior to the date hereof is hereby revoked and rescinded, (ii) the Exchange Agreement is hereby reinstated, and (iii) the Exchange Agreement is, shall be and remains in full force and effect in accordance with its terms and provisions.**
- 4. Section III. of the Agreement is hereby amended by adding the following new subsections H. and I. thereto:**



H. The Village represents and warrants to Developer that the Village has delivered a correct and complete copy of those certain preliminary plans and specifications for the construction of 108 parking spaces on the Ladehoff Parcel as referenced on EXHIBIT 9 attached hereto and incorporated herein by this reference ("Preliminary Plans"). For purposes of this Agreement, "Parking Improvements" mean all improvements to be constructed on the Ladehoff Parcel as shown on the Preliminary Plans except for "Excluded Improvements" (defined below). For purposes of this Agreement, "Excluded Improvements" mean (1) all improvements set forth on EXHIBIT 10 notwithstanding the inclusion of such improvements, or plans or specifications therefor, in the Preliminary Plans and/or in any written estimate of the cost of the Parking Improvements and (2) any and all improvements not expressly set forth in the Preliminary Plans, including, but not limited to, all off-site storm water drainage and detention work. All Excluded Improvements which are shown on the Preliminary Plans and/or included in any written cost estimate of the cost of the Parking Improvements (including improvements to the Orchard Avenue or Orchard Terrace parking lot) are sometimes hereinafter referred to as "Specifically Excluded Improvements." For purposes of this Agreement, "Parking Improvement Work" means only such work that is expressly provided for on the Preliminary Plans for the construction of the Parking Improvements, and "Parking Improvement Work" shall not include any other work, including, but not limited to work related to any Excluded Improvements and/or Specifically Excluded Improvements notwithstanding inclusion of such work, or plans or specifications therefor, in the Preliminary Plans or "Final Plans" (defined below).

On or before April 15, 2004, the Village shall, at its sole cost and expense, cause to be prepared and delivered to the Developer, final plans and specifications for the Parking Improvements. Such plans and specifications shall conform to Preliminary Plans and may include Specifically Excluded Improvements but shall not include or provide for any other Excluded Improvements or any additional work or improvements. Within a reasonable time after receipt of same, Developer shall approve or disapprove such plans in writing (such approval not to be unreasonably withheld) and provide the Village with the reasons for any disapproval in writing. It shall be reasonable for Developer to disapprove any proposed plans and specifications if the same include improvements other than the Parking Improvements or Specifically Excluded Improvements or do not otherwise conform to the Preliminary Plans. In the event of any disapproval, the parties shall work together in good faith and with due diligence to resolve any issues. The plans and specifications as approved in writing by Developer are hereinafter referred to as "Final Plans". Developer's approval of any plans and specifications shall create no responsibility on the part of Developer for the completeness, design, sufficiency of such plans and specifications or for the compliance of same with all laws, ordinances, regulations, rules and requirements of governmental entities having jurisdiction over the Parking Improvement Work, and the Village hereby agrees to defend, indemnify and hold Developer harmless from any and all claims, liability, costs, expenses arising therefrom.

The Village shall put the Parking Improvement Work out to open bid to the public no later than May 7, 2004. One (1) day prior to the scheduled pre-bid meeting, the Village shall submit to the Developer a correct and complete copy of the bidding package and a list of

all of the general contractors who have obtained the Final Plans from the Village for bidding. The bidding shall be open to the public and may include, without limitation, any contractors that the Developer may cause to submit bids for the Parking Improvement Work. The bidding package shall be limited to only (1) the Parking Improvements as specified on the Final Plans and (2) the Specifically Excluded Improvements, but only to the extent as specified in the Final Plans and no other work or improvements shall be included in the bidding package. The Village shall require all bidders to bid the Parking Improvement Work as a separate work and cost item and all other work included in the bid package, including, but not limited to, work to construct any Specifically Excluded Improvements, work to be performed on property other than the Ladehoff Parcel and work to be performed on, about or in connection with the Ladehoff Parcel but not expressly included within the definition of Parking Improvement Work under this Agreement, shall be bid as a separate work and cost item, separate and apart from the Parking Improvement Work. That portion of a bid covering only the Parking Improvement Work (and no other work) is sometimes hereinafter referred to as the "Parking Improvement Bid Amount". The bids shall be read aloud in a public venue with representatives of the Village and Developer present, and copies of the bids shall be provided to Developer within two (2) days thereafter. Promptly upon the closing of bidding, the Village shall reasonably determine the lowest responsive bid. For purposes hereof, "lowest responsive bid" means the lowest bid that reasonably conforms to the advertised requirements of the Village's invitation to bid and does not include any material variation from the advertised bid requirements. If the Parking Improvement Bid Amount of the lowest responsive bid does not exceed Three Hundred Forty Six Thousand and No/100 (\$346,000.00) ("Bid Threshold Amount"), the Village shall accept such bid, and Developer shall have no further obligation under this Agreement with respect to the Parking Improvements and the Parking Improvement Work, including, but not limited to any obligation under Section IV. D., Section IV.E. or Section IV.F. below. If the Parking Improvement Bid Amount of the lowest responsive bid exceeds the Bid Threshold Amount, Developer shall, upon written notice to the Village given no later than June 1, 2004, elect either to (i) cause the Parking Improvement Work to be performed and the Village shall pay the Developer the cost of such work as more particularly provided in Section III.I. below or (ii) approve the lowest responsive bid, in which case the Village shall accept the lowest responsive bid for the Parking Improvement Work and the Developer shall pay to the Village the "Developer's Contribution" (defined later) as more particularly provided in Section IV.D. below. The Parking Improvement Bid Amount of the lowest responsive bid as approved by Developer is hereinafter sometimes referred to as the "Approved Parking Improvement Bid Amount".

- I. If the Developer elects to cause the Parking Improvement Work to be performed under Section III. H., the Village shall promptly pay to Developer all "Parking Project Costs" (defined later) incurred by Developer for the construction of the Parking Improvements less "Developer's Contribution" (as defined in Section IV.E. below) in accordance with this Section III.I. "Parking Project Costs" means the cost of all labor and materials and all other costs and expenses incurred for the construction of the Parking Improvements. The Village shall, from time to time, and within thirty (30) days of Developer's billing therefor, pay the Parking Project Costs; provided, however, that the Developer's Contribution shall first be deducted from Parking Project Costs so that the Village's initial

payment for Parking Project Costs shall not be due until Developer has first expended Developer's Contribution for Parking Project Costs. Developer shall include with such billing the following: (i) a statement certified by Developer stating the amount of Parking Project Costs expended prior to the date of such billing, including the amount of Developer's Contribution relating thereto, (ii) a statement certified by Developer stating that the work to which such payment request relates has been completed, (iii) a sworn contractor's statement disclosing the various contracts entered into with respect to the Parking Improvement Work, and setting forth the names of subcontractors, their addresses, work and materials furnished, and amounts of the contracts, and (iv) partial lien waivers (or in the case of the final request, final lien waivers) covering the cost of the work for which payment is requested.

5. Section IV. of the Agreement is hereby amended by adding the following new subsections D., E. and F. thereto:

- D. If the Approved Parking Improvement Bid Amount exceeds the Bid Threshold Amount and Developer has not elected to cause the Parking Improvement Work to be performed, "Developer's Contribution" shall mean the amount by which the Approved Parking Improvement Bid Amount exceeds the Bid Threshold Amount, and if the Approved Parking Improvement Bid Amount is less than or equal to the Bid Threshold Amount, then Developer's Contribution shall be zero and the Village shall pay all Parking Project Costs notwithstanding anything contained herein to the contrary. If Developer elects to perform the Parking Improvement Work under Section III.H., "Developer's Contribution" shall mean the amount, if any, by which the "Developer's Contract Amount" (defined in Section IV.F.) exceeds the Bid Threshold Amount, and if Developer's Contract Amount is less than or equal to the Bid Threshold Amount, then Developer's Contribution shall be zero and the Village shall pay all Parking Project Costs notwithstanding anything contained herein to the contrary.
- E. If the Approved Parking Improvement Bid Amount exceeds the Bid Threshold Amount and Developer has not elected to cause the Parking Improvement Work to be performed, the Developer shall pay Developer's Contribution within thirty (30) days of billing thereof, which billing shall include (i) a statement certified by the Village that funds equal or in excess of the Developer's Contribution have been expended for the construction of the Parking Improvements, and (ii) a copy of the fully executed and delivered contract awarded for the construction of the Parking Improvements.
- F. If Developer elects to cause the construction of the Parking Improvements under Section III.H. of this Agreement, Developer shall enter into a contract for the construction of such Parking Improvements ("Developer's Contract") with a general contractor and shall cause the Parking Improvements to be constructed in a good and workmanlike manner and substantially in accordance with the Final Plans; provided, however, that Developer shall not be obligated to perform or cause to be performed any work other than the Parking Improvement Work or any work in violation of applicable law notwithstanding the inclusion of such work in the Final Plans. The contract price to be paid to the contractor named under Developer's Contract for the construction of the Parking Improvements is sometimes hereinafter referred to as the "Developer's Contract Amount". Developer shall

cause the Parking Improvement Work to be commenced within sixty (60) days of Developer's election to undertake such obligation hereunder and shall thereafter prosecute the same with due diligence to completion subject to "Force Majeure" as defined in Section VII.C. Except to the extent caused by the negligence or wilful misconduct of the Village, Developer shall defend, indemnify and hold the Village and its officers, agents and employees harmless from and against any and all actions, suits, claims, penalties, losses, liabilities, damages and expenses arising from or in connection with any negligence or wilful misconduct of Developer, and its contractors, employees and agents pursuant to Developer's election to cause the Parking Improvements to be constructed hereunder. During the performance of the Parking Improvement Work by Developer's contractor, the Developer agrees to cause to be maintained by its general contractor, liability insurance insuring against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Ladehoff Parcel with a "Combined Single Limit" (covering personal liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00) for total claims for any one occurrence. Such policies of liability insurance shall name the Village, its officers, agents and employees as additional insureds, and promptly upon request of the Village, Developer shall cause certificates evidencing such coverage to be delivered to the Village. At the Village's reasonable request, the Developer agrees to reasonably cooperate (at no additional cost to Developer) with the Village's construction of any Excluded Improvements; provided, that such cooperation would not result in the delay of the performance or completion of the Parking Improvement Work or any portion thereof.

6. Section X of the Agreement is hereby amended by adding the following new paragraph thereto:

In the event the Village shall fail to pay its share of any costs or expenses within the time periods set forth in Section III.I. or in the event the Developer shall fail to pay its share of any costs or expenses within the time periods set forth in Section IV.E. and such failure has not been cured within ten (10) days after written notice from the other party of such default, then the party who is owed such amounts shall, at its election and in addition to all other rights and remedies, have a lien on, in the case of the Village's failure, the Ladehoff Parcel, and in the case of the Developer's failure, the Developer's Fee Parcels to the extent of the amount, which unpaid amount shall bear interest at the Interest Rate (defined later). Such lien may be filed for record against the defaulting party in the form required by law in the local governmental office wherein liens are filed. The lien so claimed shall attach from the date of recording in the amount claimed with interest thereon at the Interest Rate. The lien may be enforced and foreclosed in any manner allowed by law, including but not limited to, suits to foreclose a mortgage or mechanic's lien under the laws of the State of Illinois. Such lien, when so filed of record against the real property described in such lien, shall be prior and superior to any right, title, interest, lien or claim which is acquired or attached to such real property after the time of recording the claim of lien. The foregoing shall not be deemed to restrict or limit any of the Village's or Developer's rights and remedies under this Agreement or under applicable law, including, but not limited to, laws relating to mechanics liens. For purposes hereof, "Interest Rate" means the rate of interest equal to the then published "Prime Rate" of Citibank, N.A. or the highest rate permitted by law, whichever is lower, from the due date

until date of payment.

7. Section 1.1 captioned "Leased Premises" of the Lease which is attached to and incorporated in the Exchange Agreement as Exhibit G, which Exchange Agreement is attached to and incorporated in the Agreement as EXHIBIT 6, is hereby deleted in its entirety and the following is substituted in place thereof:

Section 1.1. Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the premises commonly known as "24 West Maple Street" located in the Village of Lombard, County of Cook, State of Illinois, which is shown on Exhibit A, excluding however that portion of such premises shown on Exhibit A as "Excluded Area". The premises shown on Exhibit A, excluding however the Excluded Area, is hereinafter referred to as the "Leased Premises".

8. Exhibit A attached to the above-referenced Lease is hereby deleted in its entirety and Exhibit A attached to this First Amendment and incorporated herein by this reference is hereby substituted in place thereof.

9. Section 2.1 captioned "Term" of the above-referenced Lease is hereby amended by deleting "July 1, 2004" as the "Termination Date" thereunder and substituting "July 31, 2004" as the new "Termination Date" for all purposes under said Lease. Section 9.a. of the above-referenced Exchange Agreement is hereby amended by deleting all references to "July 1, 2004" therein and substituting in place thereof "July 31, 2004".


10. Any term not otherwise defined herein shall have the same meaning as ascribed to such term in the Agreement. Each party represents and warrants to the other that it has the authority to enter into this First Amendment. Except as otherwise expressly provided herein, the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

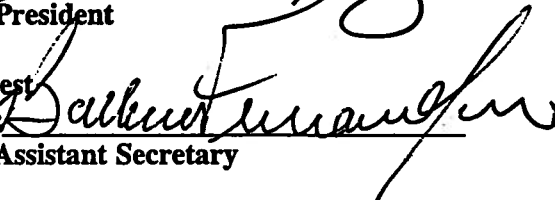
**(Signature Page Follows)**



IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment as of the date first above written.


**DEVELOPER:**  
Elmhurst Memorial Healthcare

By:   
President

Attest  
By:   
Assistant Secretary

**VILLAGE:**  
The Village of Lombard

By:   
President

Attest  
By:   
Deputy Village Clerk

**Exhibits**

- EXHIBIT 9 - Schedule of Preliminary Plans
- EXHIBIT 10 - Excluded Improvements
- Exhibit A - Leased Premises

## **EXHIBIT 9**

### **Schedule of Plans and Specifications**

**Plans and specifications titled "Village of Lombard Parking Lots" prepared by Engineering Resource Associates, Inc. dated 1/19/04, identified as Project No. 231201 and consisting only of sheets 1 through 5, and sheet 7, excluding however, all notes, specifications and detail related to the Orchard Avenue or Orchard Terrace parking lot notwithstanding the inclusion of such notes, specifications and detail in the referenced sheets.**

**{End of Exhibit}**

## EXHIBIT 10

### Excluded Improvements

1. Any item not shown on the attached cost estimate dated January 27, 2004 incorporated herein by this reference.
2. Any item not shown on the Preliminary Plans.
3. The following items notwithstanding their inclusion on the attached cost estimate:
  - a. Domestic Water Service 2"
  - B. B-boxes
  - c. Corp. stops
  - d. Preconstruction videotaping
  - e. Decorative Fence
  - f. Inlet Structure for sediment
  - g. Inlet Filter cleaning
  - h. Engr. Field Office

{End of Exhibit}

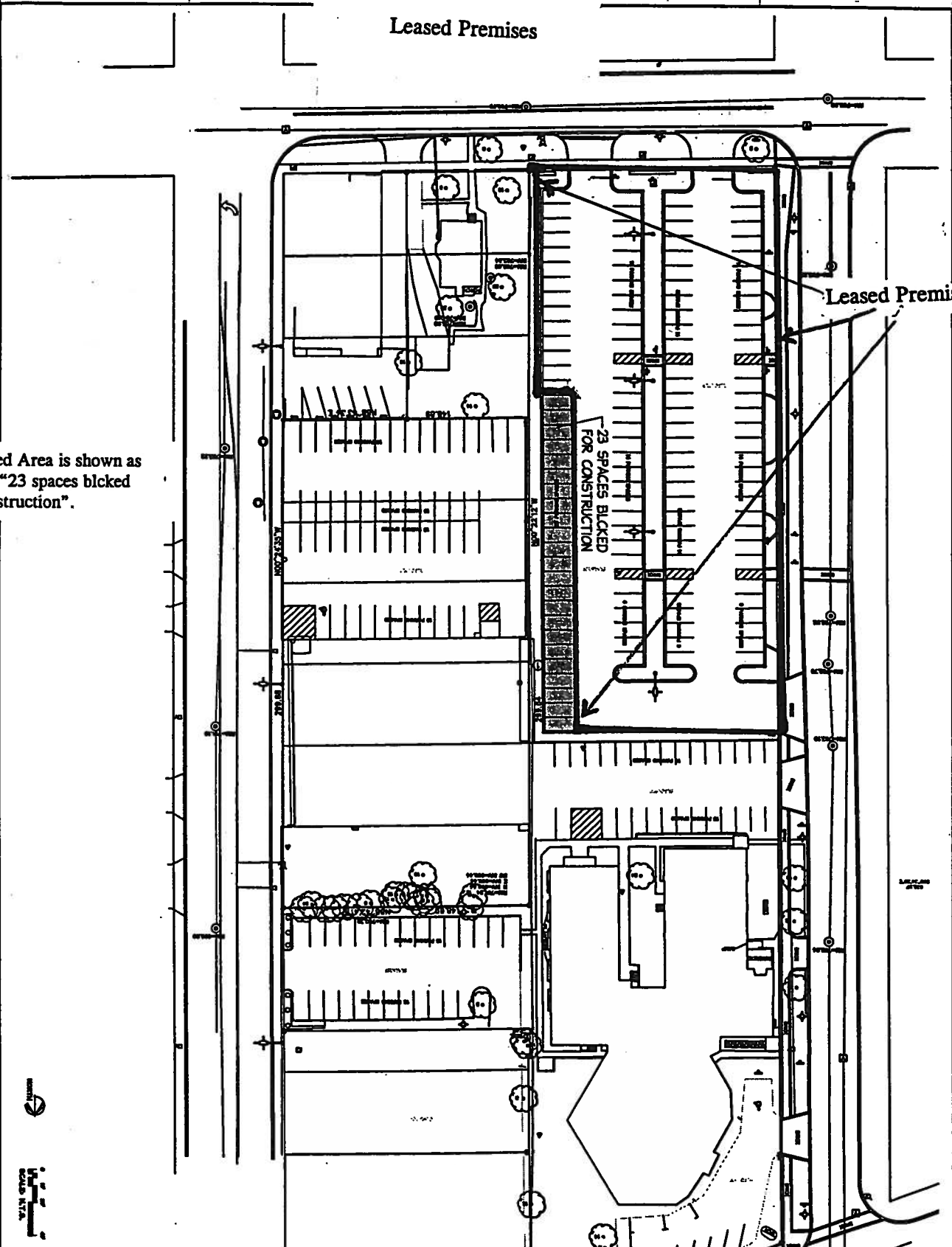
Exhibit A to Lease

Leased Premises

Leased Premises

Excluded Area is shown as shaded "23 spaces blocked for construction".

23 SPACES BLOCKED FOR CONSTRUCTION



|       |      |        |
|-------|------|--------|
| A1.10 | 1989 | SURVEY |
|-------|------|--------|

ELMHURST MEMORIAL  
LOMBARD HEALTH CENTER  
130 SOUTH MAIN STREET  
LOMBARD, IL



VILLAGE OF LOMBARD  
 COST ESTIMATE FOR HAMMERSCHMIDT  
 ERA PROJECT NUMBER 231201  
 27-Jan-04

| ITEM     | DESCRIPTION                                      | UNIT   | Hammerschmidt | Unit Cost    | Hammerschmidt Total |
|----------|--|--------|---------------|--------------|---------------------|
| 20101000 | TEMPORARY FENCE                                  | FOOT   | 100           | \$ 2.00      | \$ 200.00           |
| 20200100 | EARTH EXCAVATION                                 | CU YD  | 1400          | \$ 16.50     | \$ 23,100.00        |
| 20201200 | REM & DISP UNS MATL                              | CU YD  | 635           | \$ 15.00     | \$ 9,525.00         |
| 20700420 | POROUS GRAN EMB SUBGR                            | CU YD  | 635           | \$ 22.00     | \$ 13,970.00        |
| 20800150 | TRENCH BACKFILL                                  | CU YD  | 310           | \$ 27.00     | \$ 8,370.00         |
| 21001000 | GEOTECH FAB F/GR STAB                            | SQ YD  | 3850          | \$ 1.00      | \$ 3,850.00         |
| 21101615 | TOPSOIL F & P 4                                  | SQ YD  | 1800          | \$ 2.50      | \$ 4,500.00         |
| 21300010 | EXPLORATION TRENCH, SPECIAL                      | FOOT   | 30            | \$ 45.00     | \$ 1,350.00         |
| 25200200 | SUPPLEMENTAL WATERING                            | UNIT   | 10            | \$ 45.00     | \$ 450.00           |
| 25200700 | SODDING SPL                                      | SQ YD  | 1800          | \$ 5.00      | \$ 9,000.00         |
| 28000400 | PERIMETER EROS BAR                               | FOOT   | 782           | \$ 2.50      | \$ 1,955.00         |
| 31101200 | SUB GRAN MAT B 4                                 | SQ YD  | 450           | \$ 4.00      | \$ 1,800.00         |
| 35102200 | AGGREGATE BASE COURSE, TYPE B 10"                | SQ YD  | 3850          | \$ 8.00      | \$ 30,800.00        |
| 40600100 | BIT MATLS PR CT                                  | GALLON | 385           | \$ 1.00      | \$ 385.00           |
| 40600300 | AGG PR CT  | TON    | 2             | \$ 8.00      | \$ 16.00            |
| X4066614 | BC BC SUP IL-19.0 N50                            | TON    | 450           | \$ 35.00     | \$ 15,750.00        |
| X4066414 | BC SC SUPER "C" N50                              | TON    | 460           | \$ 39.50     | \$ 18,170.00        |
| X4066765 | LEV BIND MM SUPER N50                            | TON    | 0             | \$ 37.00     | \$ -                |
| 42101300 | PROTECTIVE COAT                                  | SQ YD  | 1310          | \$ 2.00      | \$ 2,620.00         |
| 42300200 | PCC DRIVEWAY PAVT 6                              | SQ YD  | 70            | \$ 29.00     | \$ 2,030.00         |
| 42300400 | PCC DRIVEWAY PAVT 8                              | SQ YD  | 162           | \$ 34.00     | \$ 5,508.00         |
| 42400430 | PC CONC SIDEWALK 5 SP                            | SQ FT  | 100           | \$ 3.00      | \$ 300.00           |
| 44000009 | BIT SURF REM 3                                   | SQ YD  | 90            | \$ 3.50      | \$ 315.00           |
| 44000200 | DRIVE PAVEMENT REM                               | SQ YD  | 150           | \$ 7.00      | \$ 1,050.00         |
| 44000300 | CURB REM   | FOOT   | 45            | \$ 4.00      | \$ 180.00           |
| 44000500 | COMB CURB GUTTER REM                             | FOOT   | 260           | \$ 8.00      | \$ 2,080.00         |
| 44000600 | SIDEWALK REM                                     | SQ FT  | 675           | \$ 1.00      | \$ 675.00           |
| 44300100 | AREA REF CR CON TREAT                            | SQ YD  | 0             | \$ 1.00      | \$ -                |
| 550A0340 | STORM SEW CL A 2 12                              | FOOT   | 475           | \$ 38.00     | \$ 18,050.00        |
| 550A0360 | STORM SEW CL A 2 15                              | FOOT   | 46            | \$ 42.00     | \$ 1,932.00         |
| 550A0370 | WATER SERVICE LINE 12"                           | FOOT   | 350           | \$ 40.00     | \$ 14,000.00        |
| 550A0380 | CORPORATION STOP                                 | EACH   | 1             | \$ 430.00    | \$ 430.00           |
| 550A0400 | UNIFORM WATER BOX                                | EACH   | 2             | \$ 1,350.00  | \$ 2,700.00         |
| 60200305 | CB TA 4 DIA T3F&G                                | EACH   | 1             | \$ 700.00    | \$ 700.00           |
| 60207105 | CATCH BASINS, TYPE C, TYPE 3 F&G                 | EACH   | 5             | \$ 1,000.00  | \$ 5,000.00         |
| 60240220 | INLETS TB T3F&G                                  | FOOT   | 670           | \$ 9.00      | \$ 6,030.00         |
| 60600605 | CONCRETE CURB, TYPE B                            | FOOT   | 1145          | \$ 11.00     | \$ 12,595.00        |
| 60603800 | COMB CC&G TB&L12                                 | FOOT   | 1             | \$ 30,000.00 | \$ 30,000.00        |
| 67000100 | ENGR FIELD OFFICE                                | CAL MO | 1             | \$ 30,000.00 | \$ 30,000.00        |
| 70101700 | TRAF CONT & PROT                                 | LSUM   | 4840          | \$ 1.00      | \$ 4,840.00         |
| 78001110 | PAINT PAVEMENT MARKING - LINE 4"                 | FOOT   | 100           | \$ 3.00      | \$ 300.00           |
| 78001180 | PAINT PAVEMENT MARKING - LINE 24"                | FOOT   | 19            | \$ 75.00     | \$ 1,425.00         |
| 80100110 | GROUND ROD, 3/4" DIA, X 10 FT.                   | EACH   | 1             | \$ 2,500.00  | \$ 2,500.00         |
| 80400100 | ELECT SERV INSTALL                               | FOOT   | 80            | \$ 12.50     | \$ 1,000.00         |
| 81000700 | CON T 2 1/2 GALVS                                | FOOT   | 1525          | \$ 2.00      | \$ 3,050.00         |
| 81500200 | TR & BKFL F ELECT WK                             | FOOT   | 225           | \$ 2.50      | \$ 562.50           |
| 81100915 | UD-3#XLP #6XLP 1.P                               | FEET   | 105           | \$ 75.00     | \$ 7,875.00         |
| 83800100 | CONCRETE FOUNDATION, 20" DIA                     | EACH   | 1             | \$ 5,000.00  | \$ 5,000.00         |
| 83500100 | LIGHTING CONTROLLER                              | EACH   | 1             | \$ 2,000.00  | \$ 2,000.00         |
| 20000990 | AGG FOR TEMP ACCESS                              | TON    | 1000          | \$ 15.00     | \$ 15,000.00        |
| 20017400 | DRAIN UTIL STR ADP                               | EACH   | 0             | \$ 300.00    | \$ -                |
|          | TEMPORARY FENCE                                  | FOOT   | 775           | \$ 70.00     | \$ 54,250.00        |
|          | DUSTING CONTROL WATERING                         | UNIT   | 25            | \$ 50.00     | \$ 1,250.00         |
|          | UNDERCUTTING FOR UTILITIES                       | CU YD  | 13            | \$ 30.00     | \$ 390.00           |
|          | REMOVE BOLLARD                                   | EACH   | 4             | \$ 100.00    | \$ 400.00           |
|          | BOLLARD  | EACH   | 2             | \$ 750.00    | \$ 1,500.00         |
|          | SEDIMENT CONTROL DRAINAGE STRUCTURE              | EACH   | 11            | \$ 200.00    | \$ 2,200.00         |
|          | SEDIMENT CONTROL DRAINAGE STRUCTURE              | EACH   | 11            | \$ 100.00    | \$ 1,100.00         |
|          | PAINTED NUMBERS                                  | EACH   | 108           | \$ 3.00      | \$ 324.00           |
|          | BRICK PAVR SIDEWALK                              | SF     | 150           | \$ 9.00      | \$ 1,350.00         |
|          | REMOVING LIGHTS                                  | EACH   | 0             | \$ 150.00    | \$ -                |
|          | INSTALL TENT POLE BRACKETS                       | EACH   | 100           | \$ 50.00     | \$ 5,000.00         |
|          | DECORATIVE POST STYLE LIGHT W/POLE, 12 F         | EACH   | 8             | \$ 2,500.00  | \$ 20,000.00        |
|          | UNIT DUCT, 1.25" (7-1/2 #6, 1/2 #6G 600V XLP/US) | FEET   | 540           | \$ 4.00      | \$ 2,160.00         |
|          | UNIT DUCT, 1.25" (6-1/2 #6, 1/2 #6G 600V XLP/US) | FEET   | 195           | \$ 3.50      | \$ 682.50           |
|          | UNIT DUCT, 1.25" (5-1/2 #6, 1/2 #6G 600V XLP/US) | FEET   | 655           | \$ 3.00      | \$ 1,965.00         |
|          | SHOE BOX LIGHT W/POLE, 25 FEET                   | EACH   | 7             | \$ 3,000.00  | \$ 21,000.00        |
|          | CONCRETE SLAB, X"                                | SY     | 80            | \$ 45.00     | \$ 3,600.00         |
|          | PAYMENT BOX TYPE 1                               | EACH   | 1             | \$ -         | \$ -                |
|          | PAYMENT BOX TYPE 2                               | EACH   | 0             | \$ -         | \$ -                |
|          | OVERHEAD STALL SIGNAGE                           | EACH   | 108           | \$ -         | \$ -                |

HAMMERSCHMIDT SUBTOTAL \$ 412,000.00