

LEGISTAR: 150065
DISTRICT: 1

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

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

TO: VILLAGE PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: February 10, 2015 (B of T) **Date:** February 19, 2015

TITLE: License Agreement – St. John's Lutheran Church and School

SUBMITTED BY: Carl S. Goldsmith, Director of Public Works *g*

BACKGROUND/POLICY IMPLICATIONS:

The staff recommends the approval of a License Agreement between the Village of Lombard and St. John's Lutheran Church and School. The License Agreement formalizes commitments made in 2000 relative to the creation of parking spaces during the Lincoln, Ash and Willow Street Reconstruction project.

FISCAL IMPACT/FUNDING SOURCE:

Review (as necessary):

Village Attorney X	_____	Date	_____
Finance Director X	_____	Date	_____
Village Manager X	_____	Date	_____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



February 10, 2015

TO: Village President and Board of Trustees

THROUGH: Scott A. Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works *CG*

SUBJECT: License Agreement – St. John's Lutheran Church and School

Background

In the summer of 2000, the Village performed a roadway reconstruction project on Lincoln Avenue between Ash Street and Maple Street. At the time the Lincoln, Ash and Willow (L.A.W) improvements were made the Village worked with the St. John's Lutheran Church and School on the creation of angled parking within the Village's right-of-way. The Village Board of Trustees considered an agreement between the Village and St. John's at the April 6, 2000 meeting that provided for the creation of the angled parking. The agreement (attached) stipulated that the Village would provide angled parking under the following conditions:

- St. John's would pay the incremental cost to the Village for the creation of the angled spaces. The estimated cost of the improvements that were constructed to benefit St. John's was \$31,631. *On February 6, 2001, the Village received a check from St. John's in the amount of \$27,047.12.*
- St. John's would assume the responsibility for plowing/salting the parking spaces created as part of the project subject to the agreement.
- St. John's was to demolish 210 and 224 S. Lincoln Avenue.
- St. John's was to eliminate the access from Lincoln Avenue to the residence at 228 S. Lincoln.

The agreement was approved as presented; however, in order to provide St. John's with exclusive use of the angled spaces created by the Village, funded by St. John's, a License Agreement was necessary. This fall, an issue relative to the use of the parking stalls was raised. Based upon review of the 2000 Agreement and the conditions created by the Agreement, it appears as through all conditions were met. The Village could not find evidence that St. John's ever executed the Agreement or that a License Agreement governing the use of the spaces exists.

Staff was able to find internal correspondence titled "*St. John's License Agreement*", but cannot ascertain the appropriate documents that afford St. John's exclusive use of the parking stalls. As such, the Village Attorney has prepared the attached ORDINANCE APPROVING A LICENSE AGREEMENT FOR THE USE OF PARKING SPACES BETWEEN THE VILLAGE OF LOMBARD AND ST. JOHN'S EVANGELICAL LUTHERAN CHURCH. The agreement

provides that St. John's Lutheran Church and School has exclusive access to the parking stalls that were created in 2000. The term of the agreement is twenty (20) years from the date that the Village Board approves the License Agreement. The obligations created in the 2000 Agreement relative to maintenance will carry forward.

St. John's has executed the agreement and is seeking the Village Board of Trustees support of the License Agreement. I respectfully request that this item be placed on the Village Board of Trustee's agenda for the February 19, 2015. Please feel free to contact me with any questions regarding this matter. Thank you for your time and attention to this issue.

Recommendation

Staff recommends that the Village President and Board of Trustees adopt AN ORDINANCE APPROVING A LICENSE AGREEMENT FOR THE USE OF PARKING SPACES BETWEEN THE VILLAGE OF LOMBARD AND ST. JOHN'S EVANGELICAL LUTHERAN CHURCH.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A LICENSE AGREEMENT
FOR THE USE OF PARKING SPACES
BETWEEN THE VILLAGE OF LOMBARD AND
ST. JOHN'S EVANGELICAL LUTHERAN CHURCH**

BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

SECTION 1: That the President and Board of Trustees hereby approve the "License Agreement for Use of Parking Spaces" attached hereto as Exhibit 1 and made part hereof.

SECTION 2: That the Village President and Village Clerk as hereby authorized and directed to execute Exhibit 1 on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms and provisions of said Exhibit 1.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage and approval, by a three-fourths (3/4ths) vote of the Corporate Authorities, as provided by law.

Passed on first reading this ____ day of _____, 2015.

First reading waived by action of the Board of Trustees this ____ day of _____, 2015.

Passed on second reading this ____ day of _____, 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2015.

Keith Giagnorio, Village President

ATTEST:

Sharon Kuderna, Village Clerk

Exhibit 1

**LICENSE AGREEMENT
FOR USE OF PARKING SPACES**

(attached)

**LICENSE AGREEMENT
FOR USE OF PARKING SPACES**

This License Agreement for Use of Parking Spaces (the "License Agreement") is entered into this ____ day of _____, 2015, by and between the Village of Lombard, an Illinois municipal corporation (the "Village") and St. John's Evangelical Lutheran Church, located on the properties commonly known as 210, 214, 215, 224 and 228 South Lincoln Avenue and 205 West Maple Street, Lombard, Illinois (the "Licensee"). The Village and the Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Village owns and maintains the public right-of-way of Lincoln Avenue, adjacent to the Licensee's property; and

WHEREAS, included within the boundaries of the aforementioned Lincoln Avenue right-of-way are certain existing diagonal off-street parking spaces adjacent to the Licensee's property; and

WHEREAS, the construction of said diagonal off-street parking spaces was funded in part by the Licensee, pursuant to an agreement between the Parties that was approved by the President and Board of Trustees of the Village on April 6, 2000; and

WHEREAS, the Village has determined that it is in the best interests of the Village to enter into an agreement to allow the Licensee to utilize the aforementioned diagonal off-street parking spaces, subject to certain terms and conditions;

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

SECTION 1: LICENSE AND LIMITATIONS

1.1 Grant of License. The Village hereby grants to Licensee a revocable license (the "License") to occupy and use, subject to all of the terms, conditions and restrictions contained herein, that portion of the Village's right-of-way, as shown on EXHIBIT A attached hereto and made part hereof, and marked on EXHIBIT A as the Licensed Premises (the "Licensed Premises"), for vehicular parking purposes only.

1.2 Scope and Limitations of License. Said License shall permit Licensee to use and occupy the Licensed Premises for motor vehicle purposes only, subject to the restrictions and requirements imposed by this License Agreement, the Lombard Village

Code and the Lombard Traffic Code, including, but not limited to, the following restrictions and requirements:

- A. Licensee shall not construct, build or place, or cause to be constructed, built or placed, any structures, permanent or otherwise, on the Licensed Premises, including, but not limited to, buildings, houses, dwellings, garages, sheds and/or other structures of a permanent or semi-permanent nature.
- B. Licensee shall be permitted to install signs designating the Licensed Premises as reserved parking, subject to the restrictions and requirements imposed by this License Agreement, the Lombard Village Code and the Lombard Traffic Code, and with the prior written approval of the Village's Director of Public Works. Said signs shall set forth all time, day and user restrictions regarding the use of the Licensed Premises.
- C. If the Licensee has contracted with a towing operator for the removal of vehicles from the Licensed Premises, the towing operator must comply with the provisions of 625 ILCS 5/18a-100 *et seq.*, and the Licensee shall install signage setting forth the fees associated with any vehicle removal activities and the name, address and phone number of the towing operator contracted by the Licensee to enforce the parking restrictions.
- D. Licensee shall also be responsible for the plowing of any snow from the Licensed Premises, as the Village's snow plowing obligation shall be limited to only the travel lanes of Lincoln Avenue.
- E. The Licensee shall have the right to request parking improvements within the Licensed Premises, provided that the costs for the requested improvements are paid for in full by the Licensee. Any such improvements, if made by the Village, shall be made at the sole cost and expense of the Licensee. Any such parking improvements shall be removed by the Licensee, at Licensee's sole cost and expense, in the event that this License is terminated or not renewed, unless otherwise directed by the Village. In the event that the Licensee fails to remove said improvements, and the Village is required to do so, the Village's costs associated with any such removal may be recorded as a lien against the Licensee's property adjacent to the Licensed Premises.
- F. Licensee shall refrain from using the Licensed Premises in any unreasonable, unsafe and/or illegal manner, and shall at all times use the Licensed Premises in

full compliance with all applicable provisions of this License Agreement, the Lombard Village Code and the Lombard Traffic Code.

G. Licensee acknowledges that Section 10-13-9 of the Lombard Traffic Code prohibits parking within the public right-of-way, including the Licensed Premises, between 2:00 a.m. and 5:00 a.m. daily, except for physicians on an emergency call, unless the parking lasts no longer than fifteen (15) minutes.

1.3 Term of License. Said License provided for herein shall be granted by the Village for a period of twenty (20) years from the date of approval of this License Agreement by the Village, subject to the termination provisions set forth in Section 2 hereof.

1.4 Nonassignability of License. Said License is personal and shall not be assigned and/or transferred to any other person or entity without the expressed written consent of the Village.

SECTION 2: TERMINATION AND EXPIRATION

2.1 Termination. This License Agreement shall terminate by its terms at its effective date of expiration. Prior to its expiration, the License provided herein is revocable at will by either Party. Said License is for the temporary permissive use of the Licensed Premises only and creates no property and/or other interest in the Licensed Premises on the part of, or for the benefit of, the Licensee.

2.2 Notice of Termination. No written or other notice shall be required when this License Agreement expires. Where termination is at the request of either Party prior to the expiration of this License Agreement, the Party terminating this License Agreement shall serve written notice on the other Party not less than thirty (30) days before the termination is to take effect.

2.3 Improvements Required as Part of Termination or Expiration. Upon termination of this License Agreement at or prior to its expiration, the Licensee shall make such repairs as may be determined by the Village Engineer to be necessary to bring the Licensed Premises into substantial compliance with applicable Village codes and regulations, utilizing the standard maintenance schedules used by the Village regarding the maintenance and repair of rights-of-way within the Village's present geographic boundaries. The Village shall provide Licensee a notice of the proposed repairs to be performed and the cost of such repairs. Within ten (10) business days after receipt of such notice, Licensee shall notify Village of Licensee's intention to perform some or all of such repairs, or to have them performed by the Village. If Licensee elects to perform some or all of such repairs, such notice shall specify the date by which repairs to be

performed by Licensee shall be completed, which date shall be no later than ninety (90) days from the date of the notice. All repairs performed by Licensee shall be subject to inspection and acceptance by the Village Engineer. All costs of such repairs performed by the Village shall be borne by the Licensee.

SECTION 3: NOTICES

3.1 Delivery and Effective Date. All notices given in relation to this License Agreement shall be deemed to have been effectively given, in accordance with the terms and conditions of this License Agreement, when personally delivered, whether by overnight carrier or otherwise, or on the third day after mailing said notice, via certified mail, return receipt requested, addressed as follows:

A. If to the Licensee:

Pastor
St. John's Evangelical Lutheran Church
215 South Lincoln Avenue
Lombard, Illinois 60148

B. If to the Village:

Director of Public Works
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party.

SECTION 4: MISCELLANEOUS PROVISIONS

4.1 Indemnification and Insurance. Licensee covenants and agrees to indemnify the Village and its elected officials, officers, agents and employees from and against any and all claims, losses, lawsuits, actions, injuries, accidents, costs and/or expenses (including reasonable attorneys' fees) for damages to person(s) or property arising out of or in relation to the acts or omissions of the Licensee, or the Licensee's officers, agents, contractors or employees, relative to the use, maintenance or repair of the Licensed Premises, for the term of this License Agreement, but not for acts or omissions occurring after the early termination of this License Agreement by either Party. Licensee shall maintain liability insurance coverage for the Licensed Premises from the commencement of the term of this License Agreement until its termination, in an amount acceptable to the Village, and shall provide the Village with a certificate of insurance describing such insurance coverage within thirty (30) days after the commencement of the term of this

License Agreement, and shall update same, as necessary thereafter, during the term of this License Agreement. Such insurance coverage shall name the Village, its elected officials, officers, agents and employees as additional insureds, and shall provide that the insurance coverage provided by the Licensee shall be primary to any insurance coverage of the Village. Failure of the Licensee to provide such insurance certificate, within ten (10) business days after notice from the Village of Licensee's failure to provide a current certificate of insurance, shall terminate this License Agreement without further action by either Party.

4.2 Severability of Agreement. The terms and conditions set forth in this License Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, state or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the Parties.

4.3 Merger Clause. This License Agreement constitutes the entire understanding between the Parties, and supersedes any prior understandings and/or agreements between the Parties. Any representations, agreements, promises or understandings not expressly set forth herein are hereby rendered null, void and of no legal effect.

4.4 Choice of Law. This License Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of Illinois, and venue in relation to any court action relating in any way to this License Agreement shall be in DuPage County, Illinois.

**THE REMAINDER OF THIS PAGE
HAS INTENTIONALLY BEEN LEFT BLANK.**

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Mark Podrazik and Larry Lay, personally known to me to be the Chairman and the Assistant to Pastor respectively, of St. John's Evangelical Lutheran Church, DuPage County, Illinois, 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 _____ and _____, they signed and delivered the said instrument and caused the corporate seal of said Church to be affixed thereto, pursuant to authority given by the Board of Directors of said Church, as their free and voluntary act, and as the free and voluntary act and deed of the Church, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 16 day of February, 2015.



Notary Public

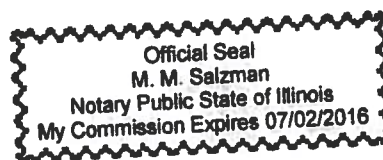


EXHIBIT A

**Depiction of
the Licensed Premises**

(attached)

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this License Agreement.

Village of Lombard,
an Illinois municipal corporation

Licensee:
St. John's Evangelical Lutheran Church

By: _____
Keith Giagnorio
Village President

By: Mark Podrazik
Name: MARK PODRAZIK
Title: CHAIRMAN, GOV. BOARD

ATTEST:

Sharon Kuderna
Village Clerk

ATTEST:

Larry Lay
Name: LARRY LAY
Title: ASST TO PASTOR

Date: _____, 2015

Date: 2/10/15, 2015

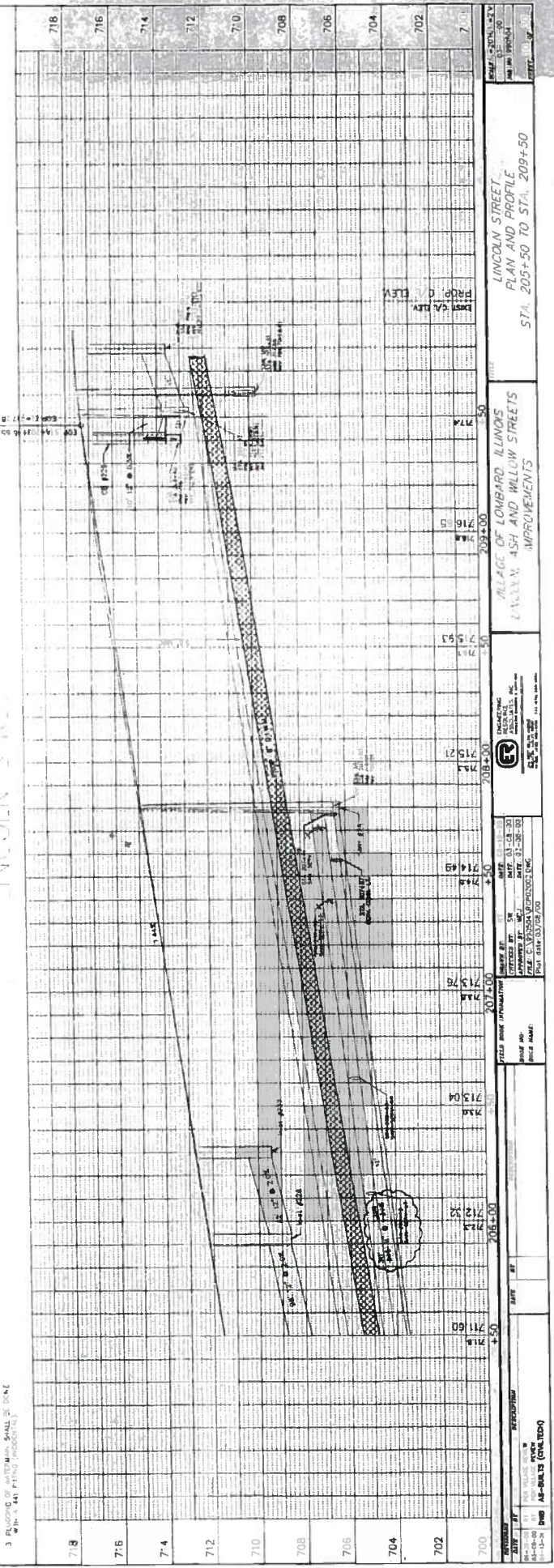
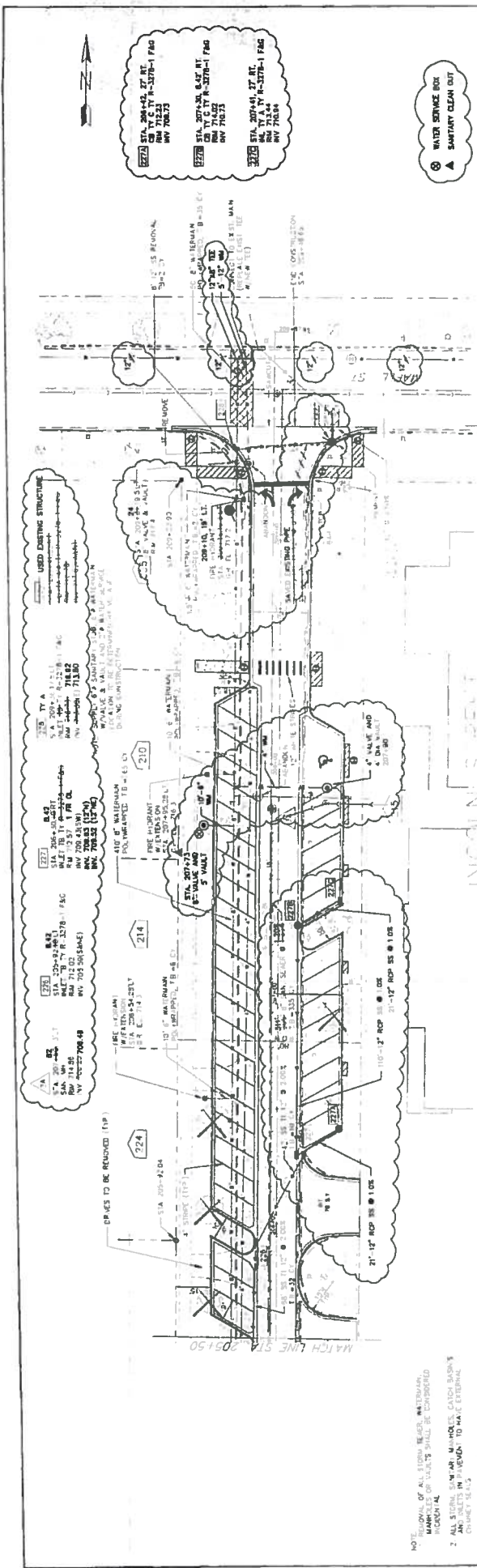
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Keith Giagnorio and Sharon Kuderna, personally known to me to be the Village President and the Village Clerk, respectively, of the Village of Lombard, DuPage County, Illinois, 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 Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of the Village of Lombard to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2015.

Notary Public



STATION	DATE	BY	CHKD	APP'D	REVISION	DESCRIPTION
205+50	10/1/00	SM	SM	SM	1	AS-BUILT (CON. TEND)
206+00	10/1/00	SM	SM	SM	2	AS-BUILT (CON. TEND)
206+50	10/1/00	SM	SM	SM	3	AS-BUILT (CON. TEND)
207+00	10/1/00	SM	SM	SM	4	AS-BUILT (CON. TEND)
207+50	10/1/00	SM	SM	SM	5	AS-BUILT (CON. TEND)
208+00	10/1/00	SM	SM	SM	6	AS-BUILT (CON. TEND)
208+50	10/1/00	SM	SM	SM	7	AS-BUILT (CON. TEND)
209+00	10/1/00	SM	SM	SM	8	AS-BUILT (CON. TEND)
209+50	10/1/00	SM	SM	SM	9	AS-BUILT (CON. TEND)

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

COPY

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

TO: PRESIDENT AND BOARD OF TRUSTEES
 FROM: William T. Lichter, Village Manager
 DATE: March 29, 2000 (B of T) Date: April 6, 2000
 TITLE: Agreement between the Village of Lombard and St. John's Evangelical Lutheran Church (Resolution)

SUBMITTED BY: Department of Community Development

BACKGROUND/POLICY IMPLICATIONS:

Please find attached a resolution approving an agreement between the Village of Lombard and St. John's Evangelical Lutheran Church in regard to the reconstruction of the Lincoln Avenue right-of-way from Ash Street to Maple Street. (DISTRICT #1)

Please place this item on the April 6, 2000 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X _____	Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

MEMORANDUM

TO: William Lichter, Village Manager
FROM: David Sundland, AICP, Senior Planner
DATE: March 29, 2000
SUBJECT: St. John's License Agreement

The Board of Trustees will be awarding a contract on April 6, 2000, for street improvements to Lincoln, Ash, and Willow (L.A.W.). As part of L.A.W., the Village will be providing angled parking on Lincoln for the benefit of St. John's Lutheran Church. In order to provide that parking, the Village will enter into an agreement with St. John's requiring them to reimburse the Village for the incremental costs associated with creating the parking and to eliminate residential access to Lincoln between Ash and Maple. That agreement, and the resolution authorizing signature on the agreement, are presently being prepared and will be provided to the Board as a **late agenda item** for their April 6 meeting.

Background

Staff has been contacted over the past year by representatives of St. John's Lutheran Church (215 South Lincoln Avenue) and by residents of the neighborhood to the west of St. John's. Staff was contacted because of St. John's intention to expand their school to property which the church owns on the west side of Lincoln Avenue. The residents and the members of St. John's want to ensure that the expansion will not adversely impact nearby residents.

In order to determine the concerns of the residents, staff met with them in June and July of 1999. Two of their principal concerns were that they did not want Lincoln Avenue to be vacated, and the number of cars parking on the street for services on Sunday is adversely impacting the residents. As a suggestion for addressing the second concern, staff proposed providing angled parking on Lincoln Avenue to increase the amount of parking available near the church. The residents and the congregation were both supportive of this idea.

Since that time, staff has been working with St. John's to be able to provide angled parking on Lincoln in association with L.A.W. Angled parking is made possible on Lincoln by the width of the right-of-way – the Lincoln right-of-way is eighty feet (80') wide, whereas the typical right-of-way width in Lombard is sixty-six feet (66'). Since St. John's will be the primary beneficiary of this additional parking and since the addition of those spaces will increase construction costs, staff has stated that the Village will only construct the improvements under certain conditions. Those conditions, to which the congregation has agreed, are as follows:

- St. John's will pay the incremental cost which is incurred in order to provide angled parking rather than the Village's typical street section. The estimated incremental cost is \$31,631; the agreement can state that St. John's will reimburse the Village for actual construction costs, not to exceed \$31,631.
- St. John's will assume the responsibility for plowing the parking areas (the Village will continue to plow the roadway itself).
- St. John's will be required to demolish residences which they own at 210 and 224 South Lincoln Avenue (see attached tax parcel map). The houses will have to be removed prior to the commencement of construction. *Staff determined that the angled parking area would not function properly if traversed by residential driveways, and the Village does not want to provide the parking if the driveways are in use.*
- St. John's will be required to eliminate the access from Lincoln to the garage for their residence at 228 S. Lincoln. *The property at 228 S. Lincoln is a corner lot, with frontage on Ash and Lincoln. The driveway for the garage accesses Lincoln. Again, staff is concerned about having angled parking on a residential street, and wants the driveway removed. This would also involve either demolishing the garage, renovating or relocating the garage so that it is accessed via Ash, or removing the garage door and converting the garage to a shed.*

Trustee Borgatell has also expressed a desire to require St. John's to reimburse the Village for the cost of street improvements if the street is vacated within the next ten to twenty (10-20) years and conveyed to St. John's. In discussing that issue with Tom Bayer, Village Attorney, he stated that such reimbursement could be included as a condition of the vacation of the right-of-way, should vacation be desired in the future. Since there are so many unknowns at this point with regard to a possible future vacation of Lincoln, he suggested that it would be best to deal with that issue at the time of the right-of-way vacation.

Recommendation

The agreement which is being prepared will include the four conditions listed above. Staff recommends that the Board approve the agreement.

DCS

MEMORANDUM

TO: William Lichter, Village Manager
FROM: David Sundland, AICP, Senior Planner
DATE: April 3, 2000
SUBJECT: St. John's License Agreement

As I stated in my memo of March 29, 2000, staff has proposed that angled parking be provided on Lincoln Avenue, between Ash and Maple, in association with the Lincoln, Ash, and Willow (L.A.W.) street improvement project. This parking will primarily benefit St. John's Lutheran Church; as such, the congregation has agreed to pay for the incremental costs to construct that parking, as well as other conditions.

The attached agreement allows the Village to construct the angled parking for St. John's, with the conditions as were listed in my memo of March 29.

DCS

RESOLUTION

R 125 00

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an agreement between the Village of Lombard and St. John's Evangelical Lutheran Church, as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

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

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 6th day of April, 2000.

Ayes: Trustees Borgatell, Tross, Schaffer, Sebby, Florey and Kufrin

Nayes: None

Absent: None

Approved this 6th, day of April, 2000.


William J. Mueller, Village President

ATTEST:


Lorraine G. Gerhardt, Village Clerk

**AN AGREEMENT BETWEEN THE VILLAGE OF LOMBARD
AND ST. JOHN'S EVANGELICAL LUTHERAN CHURCH IN REGARD
TO THE RECONSTRUCTION OF THE LINCOLN AVENUE
RIGHT-OF-WAY FROM ASH STREET TO MAPLE STREET**

THIS AGREEMENT, entered into this ____ day of _____, 2000, by and
between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and ST.
(JOHN'S EVANGELICAL LUTHERAN CHURCH (hereinafter referred to as the "OWNER").

WITNESSETH

WHEREAS, the OWNER is the record owner of certain property, commonly known as 210, 214, 215,
224 and 228 South Lincoln Avenue and 205 West Maple Street, being generally located along Lincoln Avenue,
between Ash Street and Maple Street, and legally described as follows:

PARCEL #1: Lot 1 in St. John's Plat of Consolidation of a part
of the Northeast 1/4 of Section 7, Township 39
North, Range 11, East of the Third Principal
Meridian, DuPage County, Illinois.

P.I.N. 06-07-217-017

PARCEL #2: Lot 1 in St. John's Resubdivision of a part of the
Northeast 1/4 of Section 7, Township 39 North,
Range 11, East of the Third Principal Meridian,
DuPage County, Illinois.

P.I.N. 06-07-216-024

PARCEL #3: Lot 2 in Block 28 in Original Town of Lombard, a
subdivision of part of the Northeast 1/4 of Section

7, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

P.I.N. 06-07-216-014

PARCEL #4:

Lot 3 in Block 28 in Original Town of Lombard, a subdivision of part of the Northeast 1/4 of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

P.I.N. 06-07-216-015

PARCEL #5:

Lot 4 in Block 28 in Original Town of Lombard, a subdivision of part of the Northeast 1/4 of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

P.I.N. 06-07-216-016

PARCEL #6:

The East 1/2 of Lot 5 in Block 28 in Original Town of Lombard, a subdivision of part of the Northeast 1/4 of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

P.I.N. 06-07-216-018

(hereinafter referred to by Parcel # or collectively referred to as the "Subject Property"); and

WHEREAS, OWNER currently uses the Subject Property for church and church related purposes; and

WHEREAS, the VILLAGE is proceeding with a street improvement project which, in addition to other streets, will include the reconstruction of Lincoln Avenue, from Maple Street to Ash Street (hereinafter referred to as the "Project"); and

WHEREAS, the Project was originally designed with parallel parking along both sides of that portion of Lincoln Avenue which is adjacent to the Subject Property; and

WHEREAS, the OWNER has requested that the VILLAGE revise the Project to provide diagonal parking, rather than parallel parking, along both sides of that portion of Lincoln Avenue which is adjacent to the Subject Property (hereinafter referred to as the "Revised Parking Plan"); and

WHEREAS, the VILLAGE has no objection to implementing the Revised Parking Plan provided that the OWNER reimburses the VILLAGE for the increase in the Project cost as a result thereof, and provided the OWNER complies with certain additional terms and conditions as requested by the VILLAGE and set forth in greater detail below; and

WHEREAS, the OWNER has agreed to pay the increased Project cost as a result of the VILLAGE'S implementation of the Revised Parking Plan, and has agreed to abide by the additional terms and conditions as set forth below; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution provides authority for this Agreement; and

WHEREAS, it is in the best interests of the VILLAGE and the OWNER to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are incorporated herein by reference as if fully set forth herein.
2. The VILLAGE shall design and construct the Revised Parking Plan as part of the Project.
3. The OWNER shall:

A. Upon receipt of an itemized bill for the additional Project costs as a result of the implementation of the Revised Parking Plan, reimburse the VILLAGE for said additional Project costs up to an amount not to exceed Thirty-One Thousand Six Hundred Thirty-One and No/100 Dollars (\$31,631.00). Said reimbursement shall be tendered to the VILLAGE within thirty (30) days of the date of any such itemized bill. Late payments shall bear interest at the rate of two percent (2%) per month, with the minimum late payment interest amount being for a one (1) month period.

B. Prior to the commencement of the Project, obtain the necessary demolition permits and demolish, (including the removal of all demolition debris), the single-family residences located on Parcel #3 and Parcel #5.

C. Eliminate the access from Lincoln Avenue to the garage located on Parcel #6 by removing the existing driveway, and thereafter either:

- (1) demolish the garage;
- (2) renovate or relocate the garage so that it is accessed from Ash Street; or
- (3) remove the garage door and convert the garage to a storage shed.

4. OWNER hereby grants, releases, conveys, assigns and quit claims to the VILLAGE a temporary easement and right-of-way for the full and free right, privilege and authority to enter upon the Subject Property as needed to construct and install the Revised Parking Plan, and all facilities incidental thereto; provided, however that no portion of the Revised Parking Plan shall be constructed on the Subject Property. Said temporary easement shall remain in full force and effect from the date of this Agreement through and including the date on which the VILLAGE provides the OWNER with written notice that construction of the Revised Parking Plan is complete.

5. Upon final completion of the Revised Parking Plan, based upon written notice of said completion from the VILLAGE to the OWNER, the parties agree that the ownership of, and maintenance obligation in relation to, the Revised Parking Plan shall be vested solely in the VILLAGE. Notwithstanding the foregoing, the OWNER shall be responsible for and obligated to provide for the plowing of any snow from the diagonal parking spaces constructed pursuant to the Revised Parking Plan; the VILLAGE'S snow plowing obligation being limited to the non-diagonal parking space portion of Lincoln Avenue, from Ash Street to Maple Street.

6. The OWNER shall indemnify and hold harmless the VILLAGE with respect to any claim or loss, including but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the OWNER, or its officers, agents or employees, in the performance of this Agreement.

7. The OWNER acknowledges that if, at some future date, OWNER requests the vacation of Lincoln Avenue, from Ash Street to Maple Street, or any portion thereof, OWNER may be required by the VILLAGE, as a condition of any such vacation, to provide compensation to the VILLAGE for said vacation including, but

not limited to, a reimbursement to the VILLAGE of a proportionate share of the cost of the Project to the extent that the vacation occurs prior to the end of the anticipated useful life of the improvements to Lincoln Avenue as a result of the Project.

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

A. If to the VILLAGE:

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

B. If to the OWNER:

Pastor
St. John's Evangelical Lutheran Church
215 South Lincoln Avenue
Lombard, Illinois 60148

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

9. This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same Agreement.

10. This Agreement contains the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

11. The provisions of this Agreement shall constitute covenants running with the Subject Property and the covenants, agreements, terms, conditions, obligations, rights and interest herein

contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns.

12. A copy of this Agreement shall be recorded with the DuPage County Recorder of Deeds.

13. This Agreement shall be deemed dated and become effective on the date the last of the parties execute this Agreement as set forth below.

IN WITNESS WHEREOF, the VILLAGE and the OWNER have caused this Agreement to be executed by their respective authorized representatives.

VILLAGE OF LOMBARD

By: 
Village President

Attest: 
Village Clerk

DATED: April 6, 2000

OWNER: ST. JOHN'S EVANGELICAL
LUTHERAN CHURCH

By: _____
Title: _____

Attest: _____
Title: _____

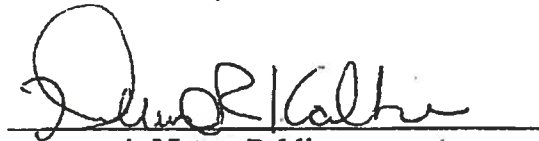
DATED: _____

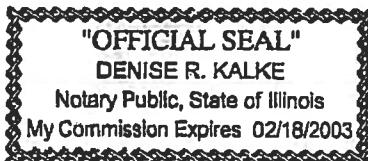
STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that WILLIAM J. MUELLER and LORRAINE G. GERHARDT, personally known to me to be respectively the Village President and the Clerk of the Village of Lombard, DuPage County, Illinois, 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 Village President and Clerk they signed and delivered the said instrument and caused the Corporate seal of said Village to be affixed thereto, pursuant to authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 6th day of April, 2000.


Notary Public



My Commission Expires: 2/18/03

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid; do hereby certify that _____ and _____ personally known to me to be respectively the _____ and the _____ of St. John's Evangelical Lutheran Church, DuPage County, Illinois, 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 _____ and _____ they signed and delivered the said instrument and caused the corporate seal of said Church to be affixed thereto, pursuant to authority given by the Board of Directors of said Church, as their free and voluntary act, and as the free and voluntary act of the Church, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this ____ day of _____, 2000.

Notary Public

My Commission Expires: _____