

## **AGREEMENT FOR STREET DEDICATION**

**THIS AGREEMENT** made and entered into the date set forth hereafter between New Life Christ Interdenominational Church hereinafter referred to as "**Church**" and City of O'Fallon, Illinois, hereinafter referred to as "**City**".

**WHEREAS** the Church owns a certain parcel of real estate situated along the right-of-way to Hilltop Lane, O' Fallon, IL.; and

**WHEREAS** the parties acknowledge Hill Top Lane is in need of widening and resurfacing, but the current right-of-way is not sufficient in width to allow for a street to be constructed at a width to accommodate two-way traffic; and

**WHEREAS** the Church is willing to dedicate to the City a sufficient amount of its land abutting Hilltop Lane in order to provide sufficient right-of-way on which a street may be constructed; and

**WHEREAS** once the Church's land is dedicated to the City, the Church is willing to construct a street according to the City's standards plan's attached, hereto and made part hereof, within the then right-of-way of Hilltop Lane (which includes not only the aforementioned dedicated right-of-way but also the remainder of the existing right-of-way situated on land other than the Church's land) as well as any other land needed to construct the street; and

**WHEREAS** the City is willing to reimburse the Church for a portion of the expenses incurred in constructing the street once the street is constructed.

**NOW THEREFORE** in consideration of the mutual covenants and promises contained herein, the parties agree as follows;

### **Dedication**

The Church agrees to dedicate to the City the land described in Exhibit "A" attached hereto and made part hereof on which the Church will construct a street according to City standards. Prior to the City's acceptance of the dedication, the Church shall provide the City with a preliminary report of title showing title to the land to be dedicated to the City as being vested in the name of the Church free and clear of liens and encumbrances except

permitted exceptions. Once the City accepts the status of the title to the real estate, the Church shall formally dedicate said land to the City.

Once the aforementioned land is dedicated to the City, the Church shall construct a street according to City standards on the then existing right-of-way, which shall include not only the dedicated right-of-way but also the remainder of the right-of-way previously determined to be a public street pursuant to the court's order entered by the Circuit Judge of the Twentieth Judicial Circuit, St. Clair County, Illinois on July 12, 2005 in Cause No.\_\_\_\_. The street, at the Church's option, maybe constructed in two phases, all according to the construction and design plans attached hereto and made part hereof as Exhibit "B" (Plans).

The parties agree that once the Plans are ~~approved by the City~~ accepted and approved by the City Engineer, based on the City's engineering standards, the Church will be granted a building permit for the construction of the anticipated youth and community center building. However, the City will not issue an occupancy permit for the building unless and until the Church obtains the necessary permits from St. Clair County in order to construct the street entrance onto Troy-Scott Road. As such the Church, if it chooses to construct the youth and community center without such permit does so at its own risk. In addition the City will not issue to the Church an occupancy permit for the youth and community center building until the construction of the street for at least Phase One is completed and accepted by the City. If the Church chooses to construct the street in two phases, the City will pay the Church the sum of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) upon completion of Phase One. Once Phase Two construction is completed and accepted by the City the City will pay to the Church a sum equal to twenty-five (25%) percent (not to exceed \$100,000.00) of the costs incurred by the Church for construction of improvements on Phase Two. Should the Church construct the entire street at one time and not in phases, the City will pay, to the Church, the aforementioned sums upon completion of the entire street and the City's acceptance of same.

The parties acknowledge there is no specific time table for the construction of the entire street or either Phase of the street, except that all construction must be completed and accepted by the City by no later than August 18, 2012.

**Notices** Any notice, request, approval, demand, instruction or any other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when (a) deposited for overnight delivery with an overnight courier such as Federal Express, Airborne, United Postal Service or other overnight courier service; or (b) deposited in the U.S. mail, sent by certified mail, return receipt requested, and such notices are addressed to the following addresses:

**Churchs:**  
New Life 1n Christ  
Interdenominational Church  
\_\_\_\_\_  
\_\_\_\_\_

**City:**  
City of O' Fallon  
255 South Lincoln  
O' Fallon, IL 622269  
ATTN: City Clerk

A Copy to: Paul Evans  
\_\_\_\_\_  
O' Fallon, IL. 62269

A Copy to: Dale M. Funk  
807 W. Hwy 50, Suite 1  
O' Fallon, IL. 62269

The parties may change their respective addresses for the receipt of notice hereunder by giving notice thereof to the other party in accordance herewith.

**Cooperation** Church and City shall cooperate at all times from and after the date hereof with respect to the supplying of any information requested by the other regarding any of the matters set forth in this Agreement.

**Binding Effect** The covenants, agreements, representations, and warranties contained herein shall extend to and be obligatory upon the successors and assigns of the respective parties hereto.

**Amendment** This Agreement may be amended only by written instrument executed by Church and City.

**Entire Understanding** This Agreement, and the documents incorporated herein, embodies the entire agreement between the parties with relation to the transactions contemplated hereby. There have been and are no covenants, agreements,

representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein or for which there has been provision made herein. The provisions of this Agreement cannot be waived except by written agreement of the party against whom a waiver shall be asserted. No waiver or consent to any breach or other default in the performance of any of the terms of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition hereof.

**Counterparts** This Agreement may be executed simultaneously in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

**Severability** The unenforceability, invalidity, illegality, or termination of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal and shall not terminate this Agreement or impair the rights or obligations of the parties hereto.

**Captions** Section or paragraph titles or other headings contained in this Agreement are for convenience only and shall not be a part of this Agreement, or considered in its interpretation.

**Applicable Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**Non-Merger** All terms and provisions of this Agreement shall survive the Closing hereunder.

**EXECUTED** as of the day and year set forth hereafter.

New Life in Christ Interdenominational Church

**CITY OF O' FALLON**

By: \_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor Date

Attest \_\_\_\_\_  
Clerk Date