

AGREEMENT

This Agreement entered into this 16th day of November, 1976, by and between the LOMBARD PARK DISTRICT, a municipal corporation, hereinafter referred to as "PARK", and the BOARD OF LIBRARY DIRECTORS OF THE VILLAGE OF LOMBARD, hereinafter called "LIBRARY",

WITNESSETH:

WHEREAS, after careful study and due deliberation, the LIBRARY has determined that the needs of the public members of the library district will best be served by an expansion of the library facilities, and

WHEREAS, it is the opinion of the LIBRARY that expansion of said facilities utilizing property immediately adjacent to the present library site and owned by the PARK will be financially beneficial to the LIBRARY and best meet its functional requirements, and

WHEREAS, the PARK is desirous of securing additional space to be utilized for office purposes without engaging in a building program, and

WHEREAS, it is the opinion of the PARK, after careful and due consideration of studies, drawings and renderings prepared by architect mutually acceptable to it and the LIBRARY that a portion of the property owned by the PARK and adjacent to the LIBRARY can be utilized for the above specified LIBRARY and PARK purposes without injury to the use of said property for PARK purposes only.

NOW, THEREFORE, for and in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable considerations, each to the other in hand paid, and receipt of which is hereby acknowledged, the parties hereto agree as follows:

In the event of the passage on or before the 4th day of June, 1978, of a general obligation bond issue in a minimum amount of \$1,584,000.00 (ONE MILLION FIVE HUNDRED EIGHTY-FOUR THOUSAND) DOLLARS, by the citizens of the Village of Lombard, for the purpose of expending the proceeds thereof on expansion and rehabilitation of the Helen Plum Memorial Library facilities:

1. The PARK shall convey to the LIBRARY that parcel of property legally described as set forth in Exhibit "A" attached hereto, subject only to the following, if any:

- (a) all taxes and special assessments levied or confirmed after the date of this Agreement;
- (b) conditions and covenants of record as to use and occupancy;
- (c) zoning laws and ordinances;
- (d) easements for public utilities;
- (e) public roads and highways;
- (f) retention by the PARK of all air rights over the subject property after completion of the library addition substantially in the form shown on plans ~~page 1~~ \_\_\_\_\_ prepared by Skidmore, Owings & Merrill, architects, copy of which is attached hereto, marked Exhibit "B".

2. library shall lease to PARK approximately 1,825 square feet of space in the present library building, said space to be located approximately in the area so designated on Exhibit "B" attached hereto.

3. The lease of said office space to the PARK shall be for a term of twenty (20) years from the date said space is ready for occupancy, at no rental cost to the PARK. In the event the population of the Village of Lombard attains 55,000 or more at any time during the last five years of said term, as determined by a special census taken by or under the direction of the Village of Lombard or by or on behalf of the U.S. Census Bureau, said lease and all rights of the PARK thereunder shall cease and determine and possession of the premises prescribed in said lease shall be delivered by the PARK to the LIBRARY within ninety (90) days of substantial completion of the census in question.

The LIBRARY shall not be responsible for the construction,

allation, painting or decorating of any interior walls or partitions  
thin said leased office space, but shall furnish heat, air conditioning,  
electricity and water to said space at no cost to the PARK.

4. Both interior and exterior facilities for entrance and exit  
to and from said PARK office space shall be provided by the LIBRARY.  
It shall be the responsibility of the PARK to provide and maintain  
reasonable and adequate security of all exterior entrance and exit  
facilities pertaining to said leased office space.

5. The LIBRARY shall make available loading dock and receiving  
area space to the PARK in and upon the loading and receiving areas of  
the LIBRARY for the purpose of shipping and receiving PARK related  
materials. This does not contemplate extended storage of PARK materials  
within said area.

6. The public meeting room, as indicated on Exhibit "B", shall  
be made available to the PARK for its use in connection with Park Board  
related meetings without charge, provided the same is not being utilized  
by the LIBRARY at the time desired by the PARK and further provided  
that reasonable and sufficient notice of desired time of use is given  
by the PARK to the LIBRARY.

7. LIBRARY shall give to PARK notice of the date upon which it  
is expected that construction of the library addition above referred to  
will begin. Said notice shall be given at least two (2) weeks in  
advance and the PARK shall, during said two (2) week period, remove or  
transplant any plantings presently growing in the proposed construction  
site at no cost to the LIBRARY.

8. PARK shall grant to LIBRARY the right to travel over, upon  
and across and to temporarily store materials upon that property immediately  
adjacent to the construction site during the period of construction. A  
20 foot clearance beyond the subject property lines set forth in Exhibit "A"  
would be a reasonable maximum.\* LIBRARY shall be responsible for restoration  
of said property adjacent to the construction site made necessary because  
of damage caused thereto by such travel or storage thereon.

9. The park entrance shall be redesigned by Skidmore, Owings &  
Merrill, said new design to be agreed upon by the parties hereto, and  
the architectural and construction costs in regard thereto shall be borne by  
the LIBRARY. The landscape design surrounding the library addition and deck  
area of the same shall be agreed upon jointly by the parties with the cost of

\*with the exception of the north boundary where there are lilacs and other plantings;  
may not go beyond the existing walk.

said landscaping to be borne by the LIBRARY. In addition, the LIBRARY shall be responsible for the initial construction, installation and maintenance of the retaining wall falling within the confines of the library property. (see Exhibit "A")

In the event of the failure of the citizens of the Village of Lombard, Illinois to approve the above described general obligation bond issue within the time above set forth this Agreement shall be null and void and of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year above written.

BOARD OF LIBRARY DIRECTORS OF THE  
VILLAGE OF LOMBARD,

By: Glenn A. Swanson  
President

ATTEST:

Eunice W. Wieting  
Secretary

LOMBARD PARK DISTRICT, a municipal  
corporation,

By: Hal S. [Signature]  
President

ATTEST:

Don [Signature]  
Secretary