

EASEMENT AGREEMENT

This Agreement made and entered into this 23rd day of June, 1980, by and between the BOARD OF LIBRARY DIRECTORS OF THE VILLAGE OF LOMBARD, hereinafter sometimes referred to as "Library" and the LOMBARD PARK DISTRICT, a unit of local government, hereinafter sometimes referred to as "Park District", witnesseth:

WHEREAS, pursuant to Agreement dated the 21st day of June, 1977, by and between the Library and the Park District, the Park District conveyed the property described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "Subject Property"), to the Library; and

WHEREAS, the Library has completed the construction of an addition to its already existing facility (hereinafter sometimes referred to as "Library Addition"), said addition being located substantially underground within the Subject Property, thereby creating a "plaza" which is useable for general park and recreation purposes; and

WHEREAS, it was, as of the 21st day of June, 1977, and remains the intention of the parties hereto that upon the completion of the Library Addition, the surface of and space above the Subject Property be used by the Park District for general park and recreation purposes in accordance with and subject to the terms, conditions and covenants herein contained; and

WHEREAS, it is in the interest of the public welfare that the surface and space above the Subject Property be perpetually available for general park and recreation purposes; and

WHEREAS, "AN ACT in Relation to the Transfer of Interests in Real Estate by Units of Local Government and School Districts" (Ill. Rev. Stats., Ch. 30, §156 et seq.) provides in part as follows:

"If the territory of any municipality shall be wholly within, co-extensive with, or partly within and partly without the corporate limits of any other municipality and the first mentioned municipality (herein called "transferee municipality"), shall by ordinance declare that it is necessary or convenient for it to use, occupy or improve any real estate held by the last mentioned municipality (herein called the "transferor municipality") in the making of any public improvement or for any public purpose, the corporate authorities of the transferor municipality shall have the power to transfer all of the right, title and interest held by it immediately prior to such transfer, in and to such real estate, whether located within or without either or both of said municipalities, to the transferee municipality upon such terms as may be agreed upon by the corporate authorities of both municipalities..."

and

WHEREAS, pursuant to the provisions of the aforementioned Act, the corporate authorities of the parties hereto have duly authorized the grant and acceptance of the easement provided for herein:

NOW, THEREFORE, in consideration of the premises and of the mutual promises hereinafter contained, the parties hereto agree as follows:

In consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in furtherance of that certain agreement by and between the parties hereto, dated the 21st day of June, 1977, the Library hereby grants and conveys to the Park District an exclusive easement in perpetuity upon and over the surface of the Subject Property, as the surface exists as of the date of this Easement Agreement and as from time to time the surface of said property shall exist in the future, for general park and recreation purposes.

The foregoing easement is subject to the following covenants and conditions:

1. Neither party to this Agreement shall alter the surface of the subject property by filling the property, nor by erecting thereon any building, fence, wall, or other structure, except upon the written approval of the other party.

2. The Park District shall not allow or otherwise permit "special events" on the Subject Property which would disturb or otherwise interfere with the use of the Library facility under and adjacent to the Subject Property without the express written consent of the Library. "Special event" as used herein is hereby defined to include those events sponsored or approved by the Park District which differ from the ordinary day to day usage of outdoor Park District facilities, and shall include but not be limited to such events as musical concerts and plays. The limitation provided for in this paragraph 2 shall not apply to the annual "Lilac Festival".

3. In the event the Library addition is removed, destroyed or otherwise altered in such manner as to lower the level of the surface of the Subject Property through no fault of the Park District, the Library shall at its own expense restore the surface of said property to a level and condition substantially the same as that of the Park District property located immediately adjacent to and west of the Subject Property, provided, that the Library shall not be required to plant trees or shrubs.

4. The Library is hereby authorized to perform continuing general maintenance of the surface of the Subject Property, and horticultural and landscaping activities thereon, provided the same do not substantially reduce the useable area thereof for Park District purposes.

5. The Park District agrees, in all respects fully to indemnify, save and keep harmless the Library from any and all claims for damage to real and personal property and injury or death suffered by persons in any manner caused by or growing out of the use of the Subject Property by the Park District.

6. The Library agrees in all respects fully to indemnify, save and keep harmless the Park District from any and all claims for damage to real and personal property and injury or death suffered by persons in any manner caused by or growing out of the use of or existence of the Library Addition located under the Subject Property.

7. Each of the parties hereto agree to notify the other party at once of any notice, summons or litigation notice served upon either of the parties hereto in order that the other party may promptly take steps to defend same under the terms hereof.

8. This Agreement and all of the terms, conditions, rights and obligations herein contained shall run with the land and shall inure to and be binding upon the parties hereto, their successors in interest, lessees and assigns.

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: *Gertrude J. Langford*
President

ATTEST:

Martha Griffin
Secretary

LOMBARD PARK DISTRICT,
a municipal corporation,

By: *John J. ...*
President

ATTEST:

John J. ...
Secretary

LEGAL DESCRIPTION

That part of Lot 3 in Block 20 of the Plat of the Town of Lombard, in the Northeast quarter of Section 7, Township 39 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded April 23, 1868 as Document 9483, within the following described boundaries: Commencing at the point of intersection of the East Line of said Lot 3 with the North Line of Maple Street as dedicated 80.0 feet wide, and running thence Westerly on said North Line 222.0 feet for a place of beginning: Thence continuing West on said North Line, 37.3 feet; thence Northerly parallel with said East Line of Lot 3, 143.16 feet; thence Easterly parallel with said North Line of Maple Street, 29.51 feet; thence Northerly parallel with said East Line of Lot 3, 2.66 feet; thence Easterly parallel with said North Line of Maple Street, 3.0 feet; thence Northerly parallel with said East Line of Lot 3, 10.0 feet; thence Northeasterly on a line forming an angle of 45° 00' to the right of the last described course extended, 23.74 feet; thence Northerly parallel with said East Line of Lot 3, 5.59 feet; thence Easterly parallel with said North Line of Maple Street, 160.0 feet thence Southerly parallel with said East Line of Lot 3, 94.50 feet; thence Westerly parallel with said North Line of Maple Street, 19.0 feet; thence Northerly parallel with said East Line of Lot 3, 16.50 feet; thence Westerly parallel with said North Line of Maple Street, 153.00 feet; thence Southerly parallel with said East Line of Lot 3, 100.00 feet to the place of beginning, in DuPage County, Illinois.

EXHIBIT "A"

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That part of Lot 3 in Block 20 of the Plat of the Town of Lombard, in the Northeast quarter of Section 7, Township 39 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded April 23, 1868 as Document 9483, within the following described boundaries: Commencing at the point of intersection of the East Line of said Lot 3 with the North Line of Maple Street as dedicated 80.0 feet wide, and running thence Westerly on said North Line 222.0 feet for a place of beginning: Thence continuing West on said North Line, 37.3 feet; thence Northerly parallel with said East Line of Lot 3, 143.16 feet; thence Easterly parallel with said North Line of Maple Street, 29.51 feet; thence Northerly parallel with said East Line of Lot 3, 2.66 feet; thence Easterly parallel with said North Line of Maple Street, 3.0 feet; thence Northerly parallel with said East Line of Lot 3, 10.0 feet; thence Northeasterly on a line forming an angle of 45° 00' to the right of the last described course extended, 23.74 feet; thence Northerly parallel with said East Line of Lot 3, 5.59 feet; thence Easterly parallel with said North Line of Maple Street, 160.0 feet thence Southerly parallel with said East Line of Lot 3, 94.50 feet; thence Westerly parallel with said North Line of Maple Street, 19.0 feet; thence Northerly parallel with said East Line of Lot 3, 16.50 feet; thence Westerly parallel with said North Line of Maple Street, 153.00 feet; thence Southerly parallel with said East Line of Lot 3, 100.00 feet to the place of beginning, in DuPage County, Illinois.

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