

**RESOLUTION 2015-086**

**A RESOLUTION AUTHORIZING APPROVAL OF A LICENSE AGREEMENT  
BETWEEN THE VILLAGE OF VERNON HILLS, COOK MEMORIAL PUBLIC  
LIBRARY DISTRICT AND VERNON HILLS PARK DISTRICT FOR PARKING  
LOT CONSTRUCTION AND MAINTENANCE ON A PORTION OF LOT 2  
IN THE COOK MEMORIAL SUBDIVISION**

**WHEREAS**, the Village of Vernon Hills (the Village) is the owner of Lot 2 in the Cook Memorial Subdivision; and

**WHEREAS**, the Cook Memorial Public Library District (Library District) operates the Aspen Drive Library located directly north of and adjacent to Lot 2; and

**WHEREAS**, the Vernon Hills Park District is the owner of property located directly south of and adjacent to Lot 2 upon which it operates a recreational facility; and

**WHEREAS**, due to high level of patron activity at the Aspen Drive Library, the Library District has requested approval to construct and maintain a new parking lot on the western portion of Lot 2; and

**WHEREAS**, the Village agrees to allow the construction and maintenance of the proposed parking lot on Lot 2 pursuant to the License Agreement attached in Exhibit A; and

**WHEREAS**, both the Library District and the Park District have expressed interest in looking at future expansion of their respective facilities that may include constructing improvements onto a portion of Lot 2; and

**WHEREAS**, the Village is willing to work in a cooperative manner with both Districts to facilitate said expansion; and

**WHEREAS**, in recognition of both Districts future plans, the Village will require that both Districts enter into this License Agreement.

**NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND  
BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE  
COUNTY, ILLINOIS:**

That the Village President is authorized to execute and the Village Clerk to attest to the License Agreement for Parking Lot Construction and Maintenance between the Village of Vernon Hills, Cook Memorial Public Library District and Vernon Hills Park District, as attached hereto as Exhibit A. Further, this agreement is subject to approval by Cook Memorial Public Library District, Vernon Hills Park District and the Vernon Hills Village Attorney.

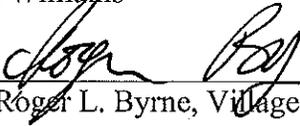
Dated this 11<sup>th</sup> day of August, 2015

Adopted by roll call vote as follows:

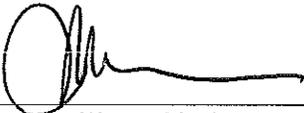
AYES: 4 – Hebda, Koch, Marquardt, Schwartz

NAYS: 0 - None

ABSENT AND NOT VOTING: 2 – Schultz, Williams

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 8/11/2015  
APPROVED: 8/11/2015

  
\_\_\_\_\_  
John Kalmar, Village Clerk



**Exhibit A**

License Agreement for Parking Lot Construction and Maintenance

Consisting of \_\_\_\_ ( ) pages

**EXECUTION COPY**

**Document Prepared By and Return To:**

Robert C. Kenny  
Schain, Kenny, Banks & Schwartz  
70 West Madison Street, Suite 5300  
Chicago, Illinois 60602

**LICENSE AGREEMENT FOR PARKING LOT CONSTRUCTION AND MAINTENANCE**

**THIS LICENSE AGREEMENT FOR PARKING LOT CONSTRUCTION AND MAINTENANCE** (this "License Agreement") is made as of this 27 day of August, 2015 by and between the **VILLAGE OF VERNON HILLS**, an Illinois municipal corporation ("Village"), **COOK MEMORIAL PUBLIC LIBRARY DISTRICT**, an Illinois municipal corporation ("Library District"), and the **VERNON HILLS PARK DISTRICT** ("Park District"). The Village, Library District and Park District are collectively referred to as "Parties".

**RECITALS**

- A. The Village is the sole owner (the "Owner") of the vacant parcel of real property legally described on **Exhibit "A"**, attached hereto and made a part hereof, which property is depicted on **Exhibit "B"**, attached hereto and made a part hereof, and referred to thereon and herein as "Lot 2".
- B. The Library District maintains a Library facility immediately north of Lot 2.
- C. The Park District maintains a recreational facility immediately south of Lot 2.
- D. The Village, Library District and Park District from time to time have had discussions about the possible joint use of Lot 2 by the Library District and Park District to accommodate potential future development by the Library District and Park District on their respective parcels of land.
- E. At such time in the future that the Park District has prepared a master plan for its recreation facility to the south of Lot 2, which plans may include the use of Lot 2 or a portion of Lot 2, the Library District and Park District agree to cooperate to the fullest extent possible and enter into a new agreement regarding the joint use of Lot 2 taking into consideration the Library District's investment in the parking lot described below, all subject to the agreement of the Village as owner of Lot 2.
- F. However, currently the Library District is in need of additional parking for personal vehicles for its patrons of the existing Library District facility adjacent to Lot 2.
- G. The Library District has requested that the Village allow the Library District to construct, install, utilize and maintain a parking lot on a portion of Lot 2 (the "Parking Lot") for parking purposes to alleviate the parking issues now being experienced by the Library District.
- H. The Library District is now considering future expansion; and the Park District is contemplating expansion at some point in the future, therefore the ultimate use of Lot 2 is not yet determined.
- I. At this time, the Village is willing to allow a portion of Lot 2, as depicted on **Exhibit "C"** (the "Property"), to be used by the Library District for its current

parking needs, with the sole exception being use by the Village as described in Recital Q below.

- J. The Parties acknowledge and agree that for the foreseeable future the Parking Lot is expected to remain in place and all Parties are encouraged to recognize and accommodate the retention of this Parking Lot in their master planning processes.
- K. More specifically, and notwithstanding anything herein to the contrary, the Parties acknowledge and agree that for a period of ten (10) years from the date of this Agreement, there will be no buildings constructed on that portion of Lot 2 that is improved with a parking lot or other modifications made to the parking lot that reduce its capacity or alter its intended use as originally designed and constructed by the Library District. However, the Parties also acknowledge and agree that in the event a need is deemed to exist to expand the size of the parking lot on Lot 2, driveway connections, curbing, landscape islands within the parking lot, or other appurtenances, such expansion will not be deemed to violate the prohibition against buildings as set forth in this Section.
- L. The Library District agrees to prepare and submit detailed engineering drawings for the Parking Lot construction, which plans shall be reviewed and approved by the Village prior to construction.
- M. In the interest of intergovernmental cooperation, the Village agrees to waive building permit fees for this construction project.
- N. The Library District agrees that all costs and expenses incurred to design, construct, and maintain the Parking Lot shall be paid by the Library District so long as the Parking Lot is to be used by the Library District pursuant to Recital I. Joint maintenance of the Parking Lot may be part of the master plan to be agreed upon in the future.
- O. The Park District has no legal or equitable interest in Lot 2 or in the construction or maintenance of a Parking Lot on the Property and nothing in this Agreement shall be interpreted to involve the Park District with the construction or use of the Parking Lot in any way other than to identify the Park District's desire to maintain options to request use of Lot 2 in the future at such time as the Park District decides to commence construction on its parcel of land immediately south of Lot 2.
- P. The Parties recognize that it is in their interest and benefit to cooperate with the Village in the use, maintenance, repair, replacement and operation of the Parking Lot on the Property to serve the immediate needs of the patrons of the Library District, all in accordance with the terms and provisions contained herein.
- Q. The Parties also recognize and acknowledge that Lot 2 is owned and will continue to be owned by the Village in the future, and any future plans by either the Park District or the Library District must receive prior written approval from the Village.
- R. Finally, the Parties acknowledge that this license is non-exclusive to the Library District and the Village reserves the right to use Lot 2 and the new Parking Lot when deemed necessary by the Village for events, including but not limited to community events. The Village agrees to provide at least sixty (60) days advanced written notice to the Executive Director of the Library District of the Village's intent to use the Parking Lot unless circumstances dictate a shorter notice period. The Village will make reasonable attempts to schedule its use of the Parking Lot such that the Library operations are not unduly impacted. The question of whether the use of the Parking Lot by the Village on any given date

can be in conjunction with use of the Parking Lot by the Library patrons will be set forth in the notice from the Village to the Library District.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village, Library District and Park District do hereby represent, warrant, covenant and agree as follows:

1. **Incorporation of Recitals; Definitions.** The foregoing Recitals are incorporated herein by this reference as if restated verbatim and in their entirety in this Section 1.
2. **Construction.** The Library District shall obtain the required building permits ("Permits") from the Village as may be necessary to construct the Parking Lot. The Village shall reasonably cooperate with the Library District in processing the permit applications and shall waive building permit fees, in the interest of intergovernmental cooperation.

Prior to the commencement of construction, the Library District shall obtain and maintain, and, if the work is being performed by independent contractors, require the contractors performing the Work to also obtain and maintain insurance as provided in Section 5 below. The Library District shall provide the Village with evidence of such insurance coverage, insuring the Village as an additional named insured, as soon as possible after obtaining same, but in no event shall permits be issued to authorize any Work to commence on the proposed Parking Lot until such insurance is provided to the Village. The Library District hereby indemnifies and shall defend the Village and hold the Village harmless from and against any damages, costs, liens, liabilities, judgments, fees, claims, loss of life, expenses, attorney's fees or other losses incurred by the Village (collectively "Claims") under the provisions of this Agreement, with the exception of claims based on the negligence or willful and wanton conduct of the Village. This indemnification shall include, but not be limited to any Claims accrued by virtue of (i) the Library District's failure to obtain insurance coverage or (ii) any mechanic's liens being asserted against the Property. Nothing contained in or implied from any provision of this Agreement shall constitute or effect a waiver by the Village or the Library District of their rights, privileges, defenses and immunities under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to third parties.

3. **Mechanic's Liens.** The Library District will not permit the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to the Library District in connection with work of any character performed or claimed to have been performed on the Property by or at the direction or sufferance of the Library District. In the event such a lien is filed against the Property then the Village may, at its election (but shall not be required to do so) remove or discharge such lien or claim for lien (with the right in its discretion to settle or compromise the same) and any amounts advanced by the Village for such purposes shall be due from the Library District to the Village within thirty (30) days after any such payment by the Village.

Notice is hereby given that the Village shall not be liable for any labor or materials or services furnished or to be furnished to the Library District upon credit, and that no mechanics or other lien for any such labor, materials or services shall attach to or affect the fee or interest of Village in the Property or in this License Agreement.

4. **Hold Harmless and Indemnification:** The Village assumes no responsibility or liability for bodily injuries or for damage to or destruction, loss or theft of property, in connection with or

relating directly or indirectly to the construction activities undertaken by or on behalf of the Library District on the Property or the conduct of the Library District's activities on the Property. The Library District hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials and its employees and their respective agents, officers, directors, managers, employees, volunteers or attorneys (all of said parties are, for the purposes of this Paragraph 4 individually and collectively referred to as "Indemnitees") against and from all claims, liabilities, and expenses (including reasonable attorneys' fees) or demands for injury or death to any person or persons from any cause relating to the Library District's activities conducted on the Property. The Library District further agrees that if in any case the waiver and hold harmless provisions of this License Agreement are declared invalid, the Village shall have the full benefit of any insurance effected by the Library District upon the Property and against the hazard involved; and the Library District agrees that all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against the Village in connection therewith.

The Library District assumes no responsibility or liability for bodily injuries or for damage to or destruction, loss or theft of property, in connection with or relating directly or indirectly to the conduct of the Village's activities on the Property. The Village hereby agrees to defend, indemnify and hold harmless the Library District, its elected and appointed officials and its employees and their respective agents, officers, directors, managers, employees, volunteers or attorneys (all of said parties are, for the purposes of this Paragraph 4 individually and collectively referred to as "Indemnitees") against and from all claims, liabilities, and expenses (including reasonable attorneys' fees) or demands for injury or death to any person or persons from any cause relating to the Village's activities conducted on the Property. The Village further agrees that if in any case the waiver and hold harmless provisions of this License Agreement are declared invalid, the Library District shall have the full benefit of any insurance effected by the Village upon the Property and against the hazard involved; and the Village agrees that all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against the Library District in connection therewith.

**5. Insurance:** The Library District agrees to provide and maintain, in addition to insurance as otherwise required hereunder, with its intergovernmental self-insurance agency, and at the Library District's sole cost, public liability insurance, general commercial liability insurance (including contractual liability arising under the indemnities contained herein) insuring the Library District against all claims, demands or actions for injury or death to one or more people in any one occurrence, in an amount of not less than One Million Dollars (\$1,000,000.00), and for damage to property in an amount of not less than One Million Dollars (\$1,000,000.00) made by or on behalf of any person, firm or corporation, arising from, related to or connected with the conduct and operation of the Library District's construction or use of the Property.

The Village shall be named as an additional named insured as respects all coverage in the amount of One Million Dollars (\$1,000,000.00) as required by the previous subparagraph. The Library District shall also maintain Worker's Compensation insurance if required by law, at its sole cost and expense. The Library District shall provide the Village with certificates of insurance showing the required coverages to be in effect promptly upon commencement of this License Agreement. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation of or a material change in any insurance coverages referred to therein. The Library District shall provide the Village with evidence that the required insurance is in effect. After the first five (5) years of this License Agreement and for every five (5) years of the License Agreement term thereafter, the Village shall have the right to require such coverages and limits as are comparable to those specified above, taking into account inflation, or to require

such other coverages and limits as shall be reasonably necessary to carry out the intent of this paragraph.

Throughout the term of this License Agreement, the Library District shall procure and maintain or cause to be procured and maintained, commercial general liability insurance (including contractual liability arising under the indemnities contained herein), covering losses arising out of bodily injury, death, or property damage occurring upon the Property, with single limit coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, including umbrella coverage, if any, naming the Village as an additional insured party. Upon request of the Village, the Library District shall provide an insurance certificate to the Village evidencing the carrying of the required insurance pursuant to the terms hereof.

**6. Maintenance.** Upon completion of construction of the Parking Lot by the Library District, the Library District shall be responsible for all maintenance responsibilities, duties and undertakings set forth in this License Agreement.

(a) **Maintenance of the Parking Lot.** Upon the commencement of construction of the Parking Lot, the Library District shall maintain or cause to be maintained the Property, in a clean, operating, sightly and safe condition, such maintenance to include: (i) maintaining all paved surfaces and curbs within the Property in a smooth and evenly-covered condition, including, without limitation, parking striping, crack sealing, pot hole repair, resurfacing and reconstruction at the direction of the Village Manager or designee in accordance with the Village's normal preventative maintenance schedule; (ii) periodic removal of all papers, debris, filth, refuse, ice and snow therefrom, including, without limitation, routine salting during winter conditions, as needed to conform to Village standards; (iii) maintaining and cleaning any directional signage or markers required or appropriate for the Parking Lot located on and within the Property; (iv) keeping the paved roadway and curb-cuts within the Property free from any obstructions; (v) maintaining, mulching, mowing, and replacing all landscaped areas within the Property in a clean, trimmed, weed-free and sightly condition; (vi) maintain all Parking Lot lighting and pay the electricity charges for the Parking Lot on the Property; and (vii) storm water management elements installed upon the Property and in accordance with both the approved landscaping plans for the Property and municipal requirements; all of the foregoing to the extent necessary to keep the Property in a clean, operating, safe and orderly condition. The Village does hereby grant and convey to the Library District a license to maintain the Property as aforesaid. Neither the Park District nor the Village shall be responsible to maintain any aspect of the Property during the period of time that the Library District exclusively uses the Property in accordance with this License Agreement; however prior to the Park District's use of the Parking Lot for any aspect of its operations, the Park District must reach an agreement with the Library District on its maintenance responsibilities. No later than October 1, 2015, the Library District shall meet with the Village to obtain Village agreement with the Library District's proposed snow and ice removal plan for the Property. Thereafter, the Library District and Village shall meet annually (no later than October 1<sup>st</sup> of each year) to review the Library District's snow and ice removal maintenance plans to make whatever modifications are deemed necessary by the Village. At such point as the snow and ice removal maintenance plan is deemed to be providing reasonable protection on the Property on a regular basis, the frequency of the meetings can be adjusted by agreement of the Parties. At said meetings, the Parties shall also confirm that the Property is being properly maintained in all other respects.

Upon commencement of construction, the Library District shall thereafter be obligated to pay the entire cost of maintenance of the Parking Lot pavement, curb-cuts, landscaped areas, lighting and all related appurtenances on and within the Property.

(b) **Maintenance of Landscaping Located On the Property.** On and after the date the Library District commences construction of the Parking Lot, the Library District shall maintain or cause to be maintained all landscaping materials on the Property in a clean, sightly and safe condition, trimmed and weed-free, all pursuant to the landscaping plans approved by the Village. The Village does hereby grant and convey to the Library District a non-exclusive license to maintain the landscaping materials on the Property. Upon completion of construction of the Parking Lot on the Property, the Park District agrees that it shall maintain the grass on the balance of Lot 2 not otherwise used for parking purposes. The Village does hereby grant and convey to the Park District a non-exclusive license to maintain the landscaping materials on Lot 2.

7. **Subletting and Assignment.** The Library District shall not sublease, assign or otherwise allow any other entity or party to use the Parking Lot, or any portion thereof, without the prior written consent of the Village.

8. **Remedies and Enforcement.**

8.1 **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by the Library District of any of the terms, covenants, restrictions or conditions hereof, the Village shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including termination of the license, payment of any amounts due and/or specific performance, subject to the following cure provisions. In the event of a breach or threatened breach by the Library District, the Village shall give written notice thereof to the Library District, and if the Library District fails to cure or otherwise eliminate the cause of such breach within thirty (30) days of such notice, or fails to commence and diligently pursue cure of such breach within thirty (30) days of such notice, if the breach is of a type which could not reasonably be expected to be cured within thirty (30) days of such notice, or if the breach is not cured within ninety (90) days after the commencement of a cure, then the Village may cure the breach and recover the actual and necessary cost of effecting such cure from the Library District within thirty (30) days of demand therefor together with a detailed accounting of such costs, or declare this Agreement, terminated and may thereafter re-enter the Property and take possession thereof pursuant to law.

8.2 **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of the Library District to cure a breach of this License Agreement within thirty (30) days following written notice thereof by the Village (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Library District commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the Village shall have the right but not the duty to perform such obligation contained in this License Agreement on behalf of the Library District and be reimbursed by the Library District as work progresses, within thirty (30) days after delivering written demand and invoice(s) for reimbursable expenses to the Library District, for the reasonable costs thereof. Notwithstanding anything to the contrary contained herein, in the event of (i) an emergency, (ii) blockage, or (iii) a material violation of the license rights, the Village shall have the right but not the duty to immediately cure the same and be reimbursed by the Library District upon demand for the reasonable cost thereof.

8.3 **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

8.4 **Term.** The license, covenants, conditions and restrictions contained in this License Agreement shall be effective commencing on the date of execution of this License Agreement and shall remain in full force and effect thereafter for so long as the Parking Lot exists, unless this License Agreement is modified or amended by the written consent of all the Parties to this License Agreement in accordance with Paragraph 9.1 hereof, or unless, after the ten (10) year period identified in Recital K, this License Agreement is canceled or terminated by the Village in the event that the Parties are not able to reach an agreement at such time as the Library District and Park District have finalized master plans for development of their facilities. The Parties acknowledge that both the Library District and Park District have plans to enhance their respective facilities adjacent to Lot 2 and at such time as either the Library District or Park District or both of them approach the Village regarding such enhancement plans, the Parties shall all meet to discuss said plans. On June 30, 2015, the Park District provided the Library District a Memorandum of Understanding indicating that the Park District's Preliminary Conceptual Master Plan dated November 4, 2013 and last revised on March 18, 2014 does not involve the use of the land on which the Library District's Parking Lot is proposed. In the event Lot 2 is potentially involved in the enhancement plans, this License may be terminated and be replaced by a new agreement between the Parties addressing the impact of the enhancement plans. If, after the ten (10) year period identified in Recital K, the Library District and the Park District cannot agree on the necessary modifications, if any, to the Parking Lot as a result of either the Library District's or the Park District's enhancement plans, the Village shall determine if and how the Parking Lot will be modified as a result of the enhancement plans. In so doing, the Village will consider the Library District's need for parking and the Library District's investment in the construction of the Parking Lot but in all cases the Village shall be the final arbiter and make the final decision.

## 9. **Miscellaneous.**

9.1 **Amendment.** The provisions of this License Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all Parties to this License Agreement, evidenced by a document that has been fully executed and acknowledged by all Parties and recorded in the official records of the Lake County Records office.

9.2 **No Waiver.** No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

9.3 **No Agency.** Nothing in this License Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

9.4 **Covenants to Run with Land.** It is intended that each of the covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

9.5 **Severability.** Each provision of this License Agreement and the application thereof to the Property is hereby declared to be independent of and severable from the remainder of this License Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this License Agreement. In the event the validity or enforceability of any provision of this License Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

9.6 **Time of Essence.** Time is of the essence of this License Agreement.

9.7 **Entire Agreement.** This License Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

9.8 **Notices.** All notices hereunder shall be in writing and sent by United States certified or registered mail, return receipt requested and postage prepaid, by facsimile (so long as followed by delivery of a copy of the notice by U.S. First Class Mail) or by nationally recognized overnight courier (e.g. - Federal Express, UPS), addressed, as follows

**If to Cook Memorial  
Library District**

Cook Memorial Library District  
413 N. Milwaukee Avenue  
Libertyville, IL 60048  
Attn: Library Director

**with a copy to:**

Klein, Thorpe and Jenkins. Ltd.  
20 N Wacker Drive, Suite 1660  
Chicago, IL 60606  
Attn: James V. Ferolo

**If to Village:**

Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, ILL 60061  
Attn: Village Manager

with a copy to:

Schain, Banks, Kenny and Schwartz  
70 W. Madison Street, Suite 5300  
Chicago, Illinois 60602  
Attn: Robert C. Kenny

If to Vernon Hills  
Park District

Vernon Hills Park District  
Laschen Community Center  
294 Evergreen Drive  
Vernon Hills, IL 60061  
Attn: Executive Director

With a copy to:

Tressler Law Firm  
Willis Tower  
233 S. Wacker Drive, 22<sup>nd</sup> Floor  
Chicago, IL 60606  
Attn: Steven Adams

9.10 **Governing Law.** The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this License Agreement.

9.11 **Counterpart Execution.** This License Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be one and the same document.

9.12 **Surrender.** In the event of the termination of this License Agreement hereunder, whether upon the expiration of the Term in accordance with Paragraphs 8.1 or 8.4 above, the Village shall, thereupon, be and become the absolute owner of and vested with full title to and ownership of the Library District's Improvements, free and clear of all rights or claims of the Library District and all persons hereafter claiming by, through or under the Library District. When the Library District surrenders the Property to the Village, the Library District agrees to satisfy or have satisfied, all liens or encumbrances placed on its interests in the Property by the actions of the Library District. Title to the Library District's Improvements shall automatically vest in the Village in the event of a termination of this License Agreement and without the necessity for the execution or delivery by the Park District of any instrument transferring title.

9.13 **Termination: Rights of Library District.** The Library District shall have the right to terminate this License Agreement at any time prior to commencement of construction on the Property upon at least thirty (30) days' prior written notice to the Village. Notwithstanding the foregoing, once construction of any kind has commenced on the Property, the Library District shall only have the right to terminate this License Agreement after all construction is completed, including installation of all required landscaping, and after at least ninety (90) days' prior written notice to the Village or at the option of the Library District, the Library District may terminate this License Agreement after construction is commenced but prior to completion if the Library District removes any improvements and returns Lot 2 to that state that existed prior to the commencement of construction.

9.14 **Performance Bond.** The Library District shall furnish the Village a performance completion and payment bond from the Library District's chosen contractor covering all work involving the construction of the Parking Lot and the proper payment by the Library District of all of contractors' liabilities arising in connection with the construction of the Parking Lot. Such

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

Common Address: 699 N. Aspen Drive, Vernon Hills, IL

PIN: 1505209003

Cook Memorial Subdivision:

Being a Subdivision of part of the North East  $\frac{1}{4}$  of Section 5, Township 43 North, Range 11 East of the 3<sup>rd</sup> Principal Meridian

The West 425.60 feet of the East 1382.50 feet of the North 815.00 feet of the North East  $\frac{1}{4}$  of Section 5, Township 43 North, Range 11 East of the 3<sup>rd</sup> Principal Meridian, except the North 265.00 feet of that part of said North East  $\frac{1}{4}$  of Section 5 lying South of the South right-of-way line of Illinois Route 60 according to the Plat of Highways recorded as document No. 330737, also except the Westerly 12.00 feet thereof, in the Village of Vernon Hills.

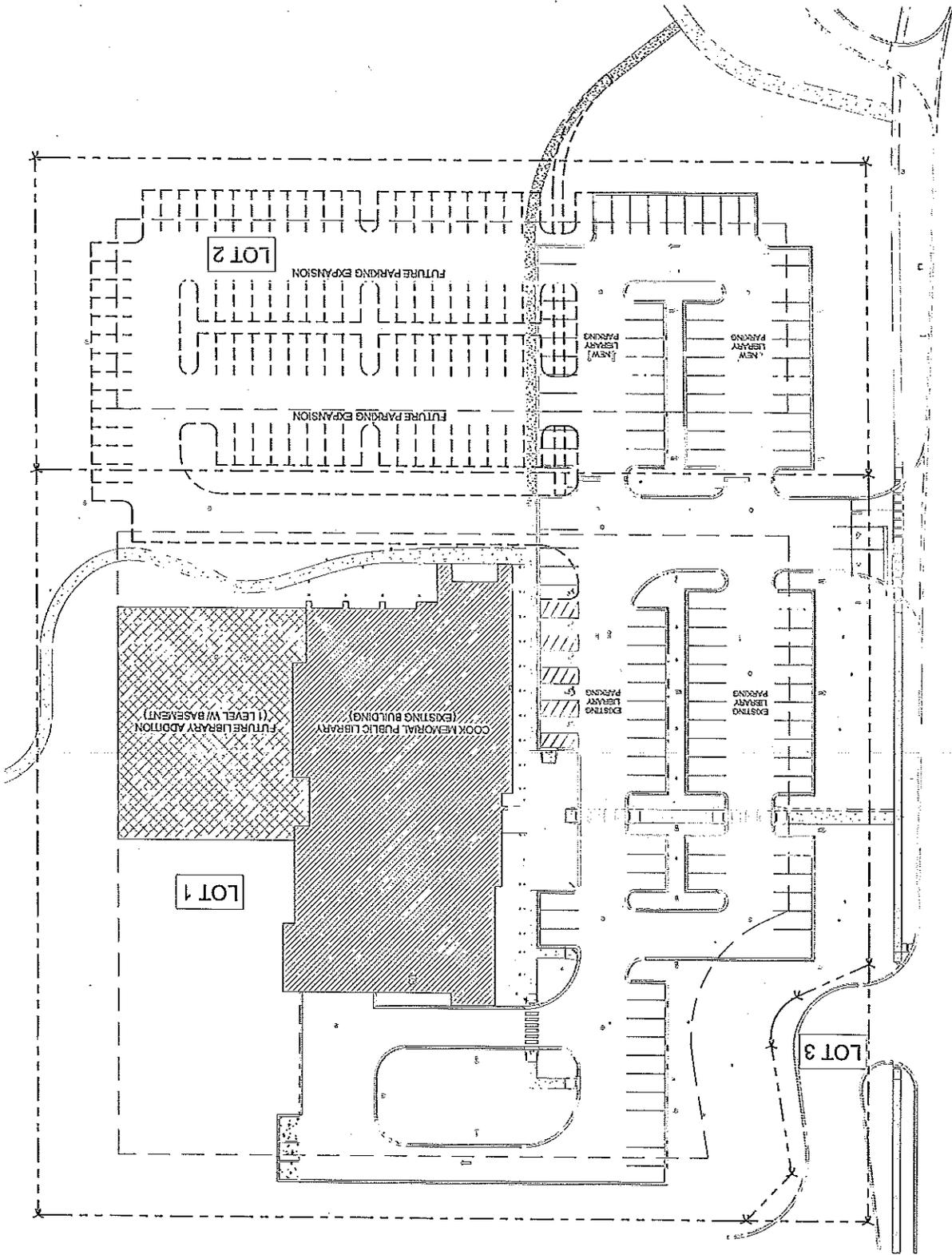
EXHIBIT "B"

DEPICTION OF LOT 2

EXHIBIT B

N. ASPEN DRIVE

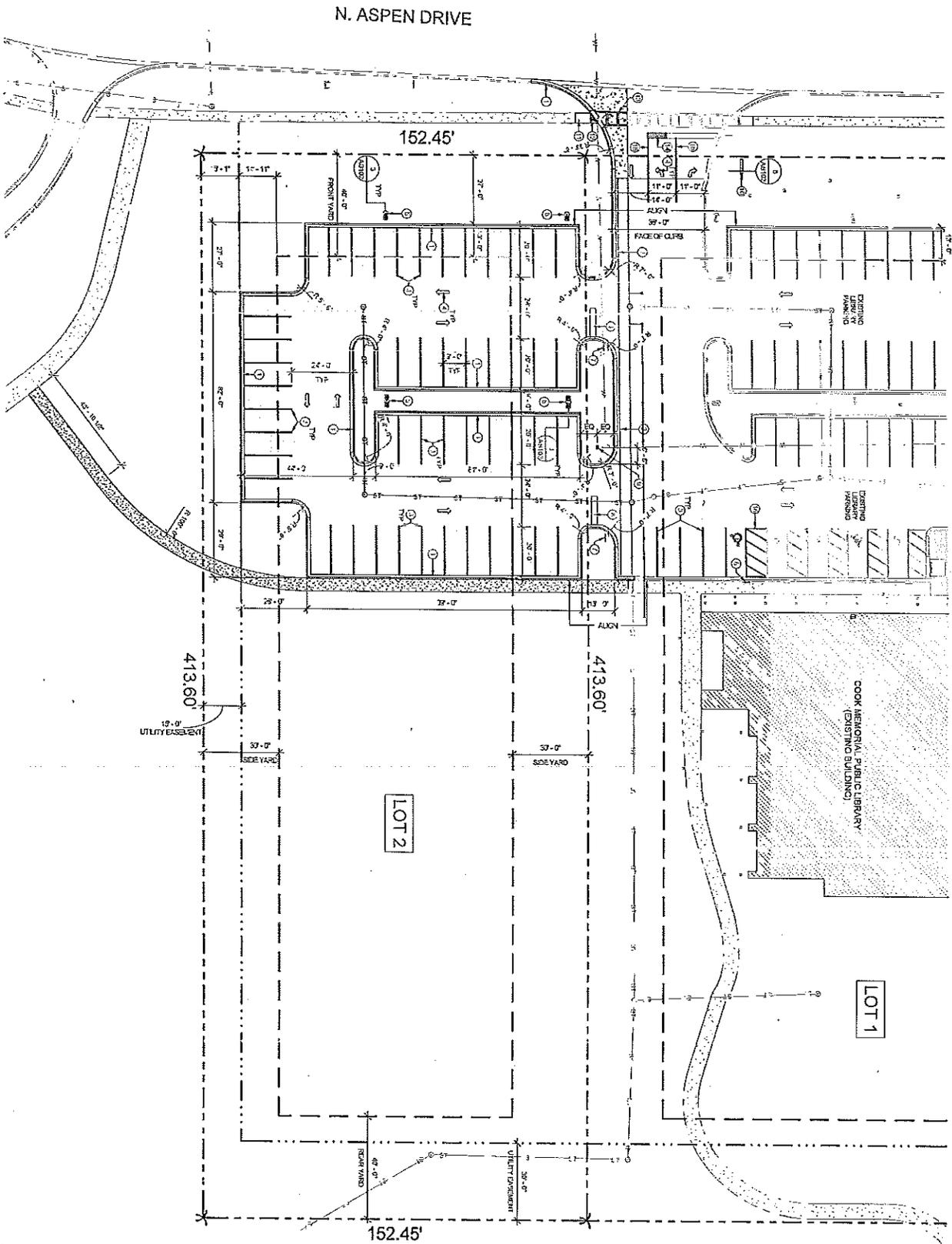
② FUTURE CONSIDERATIONS PLAN  
1" = 30'-0"



**EXHIBIT "C"**

**Site Plan for Parking Lot on Property**

NEW SITE PLAN  
1" = 20'-0"



bond shall be in an amount not to exceed the construction contract amount, in such form as the Village may reasonably proscribe and shall be issued by a surety acceptable to the Village. The premium cost of such bond shall be paid by the Library District.

**IN WITNESS WHEREOF**, the undersigned have caused their respective authorized signatures to be affixed hereto as of the dates written adjacent to such signatures.

**VILLAGE:**

**VILLAGE OF VERNON HILLS**, an Illinois municipal corporation

By: *Roger Byrne*  
Name: Roger L. Byrne  
Its: Village President

ATTEST: *[Signature]*  
Village Clerk

**LIBRARY DISTRICT:**

**COOK MEMORIAL PUBLIC LIBRARY DISTRICT**, an Illinois municipal corporation

By: *[Signature]*  
Name: Bonnie Quake  
Its: President Library Board

ATTEST: *Jennifer K. Plehn*  
Senior Manager Adult & Teen Services

**PARK:**

**VERNON HILLS PARK DISTRICT**, an Illinois municipal corporation

By: *James E. Ballowe*  
Name: James E. Ballowe  
Its: President

ATTEST: *[Signature]*  
Executive Director