

RESOLUTION
R 132- **04**

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON A PARKING LOT AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Parking Lot Agreement, 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 authorize the parking lot 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 document as attached hereto.

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


Adopted this 20th day of May, 2004.

Ayces: Trustees DeStephano, Tross, Koenig, Sebby, Soderstrom

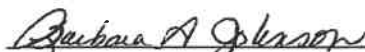
Nayes: None

Absent: Trustee Floréy

Approved this 20th day of May, 2004.


William J. Mueller, Village President

ATTEST:


Barbara A. Johnson, Deputy Village Clerk

PARKING LOT AGREEMENT

(Library Parking Lot – South Side of Maple Street)

THIS AGREEMENT is effective as of May 1, 2004, by and between the Village of Lombard (hereinafter the "VILLAGE") and the Helen M. Plum Memorial Library (hereinafter the "LIBRARY").

WITNESSETH:

WHEREAS, the VILLAGE has the right to cause the issuance of a parking easement in favor of the LIBRARY over a portion of the parking lot on the property commonly known as the Northeast corner of Park Avenue and Maple Street, and legally described as follows:

Lot 1 in the Village of Lombard Maple Street Parking Lot Plat of Consolidation, being a subdivision of Lots 15 to 21, inclusive, in Caverno's Subdivision, a resubdivision of part of the Northeast ¼ of Section 7, Township 39 North, Range 11, East of the Third Principle Meridian, according to the plat thereof recorded May 17, 1992 as document number 108107, DuPage County, Illinois;

P.I.N.: 06-07-213-016;

Common Address: 24 West Maple Street, Lombard, Illinois;

(hereinafter the "Village Lot"); and

WHEREAS, the LIBRARY currently owns and maintains a forty-four (44) space parking lot on the property located on the South side of Maple Street, approximately 289.7 feet West of Main Street, and legally described as follows:

Lot 2 in the Resubdivision of Lot 6 in Block 27 of Original Town of Lombard, a subdivision of part of the Northeast ¼ of Section 7, Township 39 North, Range 11, East of the Third Principle Meridian, DuPage County, Illinois;

P.I.N.: 06-07-217-004;

(hereinafter the "Library Lot"); and

WHEREAS, said Village Lot is more conveniently located for patrons of the LIBRARY;
and

WHEREAS, the Library would like to use parking spaces within the Village Lot for patrons of the LIBRARY; and

WHEREAS, the VILLAGE has no objection to the LIBRARY using parking spaces within the Village Lot provided the VILLAGE is granted the use of the parking spaces in the Library Lot for commuter parking; and

WHEREAS, there is a parcel of property adjacent to the Library Lot presently used by Calvary Church (hereinafter referred to as the "Church Lot"); and

WHEREAS, the LIBRARY has discussed with the owner of the Church Lot the expansion of the Library Lot via use of a portion of the Church Lot; and

WHEREAS, the VILLAGE'S long range plan is to move commuter parking from the Library Lot to another location; and

WHEREAS, even with the VILLAGE's recent acquisition of additional parking for commuters, the VILLAGE continues to need use of the Library Lot for commuter parking; and

WHEREAS, the VILLAGE and the LIBRARY concur that use of the Library Lot by LIBRARY staff and patrons will be appropriate in connection with future construction of a new library building on the current site of the LIBRARY's existing library building; and

WHEREAS, this AGREEMENT is made in the spirit of intergovernmental cooperation and is designed to address parking needs in the VILLAGE'S downtown area for commuters and LIBRARY patrons;

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants contained herein, the parties hereto agree as follows:

1. The LIBRARY hereby grants the VILLAGE an easement for exclusive use of the Library Lot for commuter parking for the term of this AGREEMENT, subject to Sections 8 and 9 below.
2. The VILLAGE shall cause Elmhurst Memorial Healthcare, an Illinois not-for-profit corporation, to grant the LIBRARY an easement for parking within the Village Lot pursuant to the terms and conditions of the Easement Grant and Agreement attached hereto as Exhibit 1 and made part hereof.
3. The VILLAGE will provide snowplowing for the Library Lot, however, the LIBRARY will be responsible for maintenance work relative to the Library Lot.
4. The VILLAGE shall enforce all traffic and parking regulations applicable to the Library Lot.
5. The VILLAGE shall hold harmless and indemnify the LIBRARY, and its officers, agents and employees from any and all loss or liability for any damages to person or property which occur in the Library Lot while the VILLAGE is in control of the use of said Library Lot.
6. This AGREEMENT shall remain in full force and effect for so long as the LIBRARY maintains the right to use the Village Lot for vehicular parking purposes, whether pursuant to Exhibit 1 attached hereto or otherwise.
7. This AGREEMENT shall not be assigned by either party without the prior written consent of the other party.

8. The VILLAGE may terminate its use of the Library Lot under this AGREEMENT upon thirty (30) days prior written notice to the LIBRARY, however any such termination shall have no impact on the validity or enforceability of the Easement Grant and Agreement attached hereto as Exhibit 1.
9. In the event that the LIBRARY passes a referendum for the funding of a new library building, the easement granted pursuant to Section 1 above, relative to the Library Lot, shall terminate upon the issuance of the certificate of occupancy for said new library building, however, any such termination shall have no impact on the validity or enforceability of the Easement Grant and Agreement attached hereto as Exhibit 1.
10. Any expansion of parking by the LIBRARY on the Church Lot shall be solely for the benefit of LIBRARY staff and patrons, and shall not result in an expansion of use of the Library Lot by the VILLAGE, commuters, or non-library building users.
11. Prior to the start of any construction activity related to expansion of parking for LIBRARY staff and patrons on the Church Lot, the LIBRARY will give the VILLAGE ninety (90) days advance notice, thereby giving the VILLAGE time to advise commuters of construction activity proximate to the Library Lot.
12. That any notices given pursuant to this AGREEMENT shall be addressed to the parties hereto as follows:

If to the VILLAGE:

Mr. William T. Lichter
Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

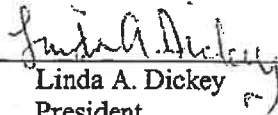
If to the LIBRARY:

Mr. Robert A. Harris
Director
Helen M. Plum Memorial Library
110 West Maple Street
Lombard, IL 60148

13. That the Parking Lot Agreement between the parties hereto, dated January 7, 1999, is hereby terminated.

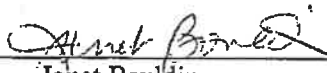
IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this AGREEMENT to be executed by its President and attested by its Deputy Clerk, and the LIBRARY, pursuant to the authority duly granted by the adoption of a [Motion/Resolution] by its Board of Library Trustees, has caused this instrument to be signed by its President and attested by its Secretary.

LIBRARY

By: 
Linda A. Dickey
President


Date Signed: May 11, 2004

ATTEST


Janet Bouldin
Secretary


Date Signed: May 11, 2004

VILLAGE OF LOMBARD

By: 
William J. Mueller
Village President

Date Signed: May 20, 2004.

ATTEST:


Barbara A. Johnson
Deputy Village Clerk

Date Signed: May 20, 2004

This document was prepared by)
and after recording should be)
returned to:)
Michael F. Smetana, Esq.)
MKS, Attorneys at Law)
225 West Hubbard Street, Suite 650)
Chicago, Illinois 60610)
)

[THIS SPACE RESERVED FOR RECORDING PURPOSES]

**EASEMENT GRANT
AND
AGREEMENT**

By and Between

The Village of Lombard,
an Illinois municipal corporation

and

Helen M. Plum Memorial Library,
a body politic organized under the laws of the State of Illinois

DATE: _____, 2004

LOCATION: 24 West Maple Street, Lombard, Illinois
110 West Maple Street, Lombard, Illinois

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- Exhibit "A" Site Plan
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EASEMENT GRANT AND AGREEMENT

This Easement Grant and Agreement ("Agreement") is made this _____ day of _____, 2004, by and between HELEN M. PLUM MEMORIAL LIBRARY, a body politic organized under the laws of the State of Illinois ("HPML") and THE VILLAGE OF LOMBARD, an Illinois municipal corporation (the "Village").

RECITALS:

A. The Village is the owner of that certain real property commonly known as 24 West Maple Street, Lombard, Illinois, which property is depicted on the Site Plan attached hereto as Exhibit A ("Site Plan") and legally described on Exhibit B and identified thereon as the "Parking Lot Parcel" ("Parking Lot Parcel").

B. HPML is the owner of the real property commonly known as 110 West Maple Street, Lombard, Illinois, which property is legally described on Exhibit B and identified as the "HPML Parcel" ("HPML Parcel").

C. The Village intends to convey the Parking Lot Parcel to Elmhurst Memorial Healthcare, an Illinois not for profit corporation ("EMHC"), which owns property adjacent to the Parking Lot Parcel, pursuant to an agreement between the Village and EMHC.

D. HPML has requested the Village to grant, prior to the conveyance of the Parking Lot Parcel to EMHC, and the Village has agreed to grant for the benefit of the HPML Parcel, certain non-exclusive easement rights for the use of a portion of the Parking Lot Parcel for parking subject to and in accordance with the provisions set forth hereinafter.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The following terms shall have the meanings specified below:

1.1 Access Easement. The ingress and egress easement set forth in Section 2.1 of this Agreement.

1.2 Access Improvements. The access drives, curb cuts, sidewalks, pathways and other pedestrian or vehicular access improvements, from time to time, constructed or maintained on the Parking Lot Parcel by the Owner of the Parking Lot Parcel (as hereinafter defined).

- 1.3 Entire Site. The Parking Lot Parcel and the HPML Parcel.
- 1.4 HPML Reserved Parking Spaces. Those certain parking spaces numbering forty-four (44) reserved for the exclusive use of the Owner of the HPML Parcel (as hereinafter defined) as such spaces are shown on the Site Plan as "Reserved Spaces" or as may be, from time to time, designated by the Owner of the Parking Lot Parcel pursuant to the provisions of this Agreement.
- 1.5 Legal Holiday. Any day designated as a holiday by the Federal government or the government of the State in which the Entire Site is located.
- 1.6 Owner or Owners. The fee simple title holder(s) of the Entire Site or any portion thereof.
- 1.7 Owner of the Parking Lot Parcel. The fee simple title holder(s) of the Parking Lot Parcel or any portion thereof.
- 1.8 Owner of the HPML Parcel. The fee simple title holder(s) of the HPML Parcel or any portion thereof.
- 1.9 Parcel or Parcels. The HPML Parcel, the Parking Lot Parcel and/or portions thereof.
- 1.10 Parking Easement. The parking easement set forth in Section 2.2 of this Agreement.
- 1.11 Parking Improvements. The parking lots and other parking improvements (including, but not limited to, surface, subterranean or multilevel parking improvements), from time to time, constructed or maintained on the Parking Lot Parcel by the Owner of the Parking Lot Parcel.
- 1.12 Passenger Vehicles. Passenger automobiles, passenger vans, standard or compact pick-up trucks, motorcycles and other standard passenger vehicles that can be lawfully operated with a basic automobile or motor cycle drivers license or classification and that can be parked completely within a standard parking space and in a manner which would allow the occupants thereof to enter and exit such vehicle within the boundaries of such standard parking space. For purposes of this Agreement, "Passenger Vehicles" do not include any vehicle that cannot be lawfully operated without the operator thereof obtaining a special vehicle drivers license or classification (other than such license or classification required for a standard automobile or motorcycle) and any vehicle that cannot be parked completely within a standard parking space and in a manner which would allow the occupants thereof to enter and exit such vehicle within the boundaries of such standard parking space.

1.13 Site Improvements. The demolition of any existing improvements and the demolition, construction, restoration, repair, replacement or remodeling, from time to time, of buildings, structures, landscaping, roads, driveways, curbing, parking lots, striping, business identification signs, directional signs, lighting, utilities, foundations, support structures, and all other surface, subterranean, or multilevel improvements, under, on, over, above or across the Parking Lot Parcel, including, but not limited to, the Parking Improvements, Access Improvements and any improvements made in conjunction with improvements to adjoining parcels of land owned or controlled by the Owner of the Parking Lot Parcel.

1.14 Site Improvement Work. All demolition, excavation and construction work performed on or about the Parking Lot Parcel in connection with the Site Improvements.

1.15 Owner of Parking Lot Parcel Reserved Parking. All parking spaces and areas, from time to time, located on the Parking Lot Parcel except the HPML Reserved Parking Spaces.

2. Grant of Easement.

2.1 Access Easement. Subject to the provisions of this Agreement, the Owner of the Parking Lot Parcel hereby grants to the Owner of the HPML Parcel solely for the benefit of the HPML Parcel a non-exclusive easement in common with the Owner of the Parking Lot Parcel and others now or hereafter entitled to use the same over, across and upon the Access Improvements for the purpose of ingress and egress for pedestrians and Passenger Vehicles to, from and between the Parking Improvements and the public road(s) adjoining the Parking Lot Parcel and to which the Parking Lot Parcel has legal access. The Owner of the HPML Parcel acknowledges that EMHC intends to maintain one curb cut between Maple Street and the Parking Lot Parcel and close the existing curb cut between the Parking Lot Parcel and Park Avenue in connection with the construction of EMHC's initial Site Improvements, and to the extent a curb cut between the Parking Lot Parcel and Park Avenue is subsequently constructed, nothing contained herein shall be deemed to prohibit the Owner of the HPML Parcel's use thereof in accordance with the provisions of this Agreement.

2.2 Parking Easement. Subject to the provisions of this Agreement, the Owner of the Parking Lot Parcel hereby grants to the Owner of the HPML Parcel solely for the benefit of the HPML Parcel a non-exclusive easement in common with the Owner of the Parking Lot Parcel and others now or hereafter entitled to use the same over, across and upon the Parking Improvements for the purpose of Passenger Vehicle parking. In connection with the foregoing easement and subject to the provisions of this Agreement, the Owner of the HPML Parcel shall have the exclusive right to use the HPML Reserved Parking Spaces for the purpose of Passenger Vehicle parking. The Owner of the HPML Parcel shall not be permitted, and nothing contained in this Agreement shall be deemed to grant the Owner of the HPML Parcel any right, to use any of the Owner of Parking Lot Parcel Reserved Parking at any time. The Owner of the Parking Lot Parcel hereby reserves the exclusive right to use the Owner of Parking Lot Parcel Reserved

Parking at all times, and the right to grant others, from time to time and in the Owner of the Parking Lot Parcel's sole discretion, the right to use the Owner of Parking Lot Parcel Reserved Parking.

3. Duration. This Agreement shall be effective on the date hereof. Except as otherwise expressly provided herein, the easements established herein shall be perpetual. In the event of any termination of this Agreement, this Agreement shall be of no further force or effect; provided, however, that such termination shall not release any Owner from any liabilities, actual or contingent, existing as of the time of termination, including, but not limited to, any liabilities arising under Article 6 and/or Article 7 of this Agreement. The Owner of the Parking Lot Parcel shall be permitted to record a notice of the termination of this Agreement with the recorder of deeds of the County in which the Parking Lot Parcel is located; provided, however, that the failure to record such notice shall not affect the validity of such termination.

4. Use of Easements.

4.1 Owner of Parking Lot Parcel Covenants. The Owner of the Parking Lot Parcel agrees and covenants as follows:

(i) The Owner of the Parking Lot Parcel shall not unreasonably interfere with the Owner of the HPML Parcel's use of the HPML Reserved Parking Spaces as provided in this Agreement; provided, however, that any interference with such use during any period of construction, repair or maintenance of the Site Improvements shall be permitted under this Agreement and any interference required for the performance of the Owner of the Parking Lot Parcel's obligations under this Agreement shall be permitted under this Agreement. Upon the commencement of any such work, the Owner of the Parking Lot Parcel shall cause such work to be performed with due diligence in order to minimize such interference and in any event shall complete such work within ninety (90) days of the commencement thereof; provided, however, that such period shall be subject to extension for any period of unavoidable delays. For purposes hereof, "unavoidable delays" means delays caused by the Owner of the HPML Parcel, its agents, employees or contractors, fire and other casualties, weather, strikes, lockouts, unavailability of materials, loss of utility services, governmental restrictions, delay in the issuance of permits, riots, insurrection, war, acts of God or any other causes beyond the Owner of the Parking Lot Parcel's control.

4.2 Owner of HPML Parcel Covenants. The Owner of the HPML Parcel agrees and covenants as follows:

(i) Subject to the Owner of the HPML Parcel's exclusive right to use the HPML Reserved Parking Spaces in accordance with this Agreement, the Owner of the HPML Parcel shall not interfere with the Owner of the Parking Lot Parcel's use of the Parking Improvements and Access Improvements, and the use of the Parking Improvements and Access Improvements by other parties now or hereinafter entitled to use same.

(ii) The Owner of the HPML Parcel shall not use, and shall not permit its tenants, occupants, and their respective agents, employees and invitees to use, the Owner of Parking Lot Parcel Reserved Parking for parking or any other purpose. Notwithstanding the foregoing, the Owner of the Parking Lot Parcel agrees to consider, in good faith, granting any reasonable request from the Owner of the HPML Parcel to park vehicles on portions of the Owner of the Parking Lot Parcel Reserved Parking on a temporary, non-exclusive basis during evening and weekend hours; provided, however, that the Owner of the Parking Lot Parcel may impose conditions upon such consent and the Owner of the Parking Lot Parcel may withhold or revoke its consent at any time if, in such Owner's judgment, such proposed use interferes or would interfere with the Owner of the Parking Lot Parcel's use of the Parking Lot Parcel or any business operated in connection therewith.

(iii) The Owner of the HPML Parcel shall promptly repair any damage in a manner acceptable to the Owner of the Parking Lot Parcel (or at the Owner of the Parking Lot Parcel's election, pay for the repair of any damage) caused by the misuse of the Parking Improvements and/or Access Improvements (normal wear and tear excepted) by the Owner of the HPML Parcel, its tenants, occupants or their respective agents, employees, contractors or invitees. The use of the Parking Improvements and/or Access Improvements by any construction vehicle not approved, designed or certified for use on paved or public roads or other off-road vehicles, including, but not limited to, bulldozers and other vehicles propelled by metal tractor treads, shall be deemed misuse hereunder.

(iv) The Owner of the HPML Parcel shall comply with, and shall cause its tenants, occupants, and their respective agents, employees, contractors and invitees to comply with, the following rules and regulations regarding the use of the Access Easement and the Parking Easement and such additional reasonable rules and regulations as the Owner of the Parking Lot Parcel may from time to time promulgate so long as such rules and regulations do not unreasonably impair the rights herein granted: (a) overnight parking of vehicles, without the prior approval of the Owner of the Parking Lot Parcel, shall be prohibited; (b) the parking of any recreational vehicles, trucks, trailers or vehicles other than Passenger Vehicles shall be prohibited; and (c) upon reasonable prior notice, the Owner of the HPML Parcel shall cause vehicles to be removed temporarily from the HPML Reserved Parking Spaces to facilitate snow and ice removal and other construction or maintenance activities.

(v) The Owner of the HPML Parcel covenants and agrees that the HPML Parcel shall not be used for any medical, dental or healthcare related use, including, but not limited to, a hospital, medical or dental clinic, medical or dental office or facility (including, without limitation, facilities for medical doctors, dentists, podiatrists, homeopaths, chiropractors, somatic practitioners and emerging medical or dental practitioners), diagnostic or treatment center, laboratory, urgent care or emergency care facility, nursing facilities, physical, occupational or other therapy, pharmacy, medical or dental research facility, and other uses for or related to the diagnosis, treatment, prevention or care of disease or injury. In the event of any breach of this provision, the Owner of the Parking Lot Parcel may, at its sole election and upon notice to the Owner of the HPML Parcel, terminate this Agreement. The Owner of the HPML

Parcel's agreement to not use the HPML Parcel for any of the uses prohibited as set forth above goes to the essence of the Owners' agreement hereunder and that such Owner's violation thereof will result in immediate and irreparable harm to the Owner of the Parking Lot Parcel.

4.3 Right to Terminate/Additional Use Restrictions.

(i) In addition to the covenants and agreements set forth in Section 4.2, the Owner of the HPML Parcel covenants and agrees that the HPML Parcel shall not be used, owned or operated for any purpose other than a public library, public park district facilities or other not-for-profit public use ("Permitted Use") without the Owner of the Parking Lot Parcel's prior written consent which may be withheld in the Owner of the Parking Lot Parcel's sole and absolute discretion except to the extent otherwise provided herein.

(ii) In the event the Owner of the HPML Parcel proposes to use, or permit the use of, the HPML Parcel for any purpose other than the Permitted Use, it shall first give written notice to Owner of the Parking Lot Parcel of its intention to do so no later than ninety (90) days prior to the commencement of the proposed use, which notice shall contain: (1) the name of the proposed Owner of the HPML Parcel, tenant or occupant thereof which intends to engage in the proposed use; (2) the scope, nature and duration of the proposed use to be conducted on the HPML Parcel; and (3) the terms and provisions of any lease, occupancy agreement or other agreement related to the nature and scope of the proposed use. Once given, any such notice of the proposed change in use shall be irrevocable for such period of time as is permitted under this Section for the Owner of the Parking Lot Parcel to make an election and for such election to be final.

Owner of the Parking Lot Parcel agrees, within forty-five (45) days after receipt of such notice (or if later, forty (45) days after the determination of "Fair Market Value" [defined later] of the HPML Reserved Parking Spaces if the Owner of the Parking Lot Parcel makes a "Termination Election" [defined later]), to either: (1) not unreasonably withhold or delay its consent; or (2) reasonably withhold its consent; or (3) terminate this Agreement in accordance with the following provisions hereof. It is hereby agreed that in addition to other reasonable grounds, the withholding of the consent described above will be deemed reasonable if:

(1) In the reasonable judgment of Owner of the Parking Lot Parcel: (i) the proposed Owner, tenant or occupant to conduct such use is of a character or engaged in a business or proposes to use the HPML Parcel in a manner which is not in keeping with the standards of Owner of the Parking Lot Parcel, (ii) the proposed use is similar to or conflicts with an existing use of the Parking Lot Parcel or any parcel owned or operated in connection therewith or a use reserved to another occupant thereof; (iii) the proposed Owner, tenant or occupant has an unfavorable reputation; or (iv) the proposed use would materially increase the use of the Parking Improvements and Access Improvements and/or the maintenance, repair and replacement thereof; or (v) the propose use would result in increase the cost of insurance carried or required to be carried by the Owner of the Parking Lot Parcel hereunder or result in the

cancellation thereof; or (vi) the proposed use would increase the risk of injury or death to person using the Parking Lot Parcel or damage to property located thereon;

(2) An event of default has occurred under this Agreement and has not then been cured; or

(3) Any proposed lease, occupancy agreement or other agreement relating to the proposed use does not obligate the proposed tenant, occupant or user, respectively, to comply with all of the provisions of this Agreement which impose restrictions, covenants, conditions or other obligations or responsibilities upon Owner of the HPML Parcel.

The consent by Owner of the Parking Lot Parcel to any proposed use shall not constitute a waiver of the necessity for such consent to any other proposed use. The Owner of the HPML Parcel shall have no claim, and hereby waives the right to any claim, against the Owner of the Parking Lot Parcel for damages by reason of any refusal, withholding or delaying by Owner of the Parking Lot Parcel of any consent; provided, however, that in such event, Owner of the HPML Parcel shall be permitted to pursue an action for specific performance or injunction to enforce any such requirement of consent.

(iii) In the event the HPML Parcel is used for any purpose other than a Permitted Use without first obtaining the Owner of the Parking Lot Parcel's prior written consent thereto as provided herein or in the event the Owner of the HPML Parcel provides notice of its intention to use, or permit any use of, the HPML Parcel for any use other than the Permitted Use, then the Owner of the Parking Lot Parcel shall have the right to terminate this Agreement upon written notice to the Owner of the HPML Parcel and the payment of the "Fair Market Value" (defined later) of the HPML Reserved Parking Spaces as determined in accordance with the procedure hereinafter set forth. Upon such notice and such payment to the Owner of the HPML Parcel, this Agreement shall terminate and shall be of no further force or effect except for such obligations as may survive such termination pursuant to the express provisions hereof.

The "Fair Market Value" of the HPML Reserved Parking Spaces means the amount that would be paid on the open market for fee simple title to comparable parking spaces (excluding therefrom the value of improvements made thereto by the Owner of the Parking Lot Parcel) in the immediately surrounding area of the Parking Lot Parcel taking into consideration the shared access to and from the HPML Reserved Parking Spaces and other reasonable factors as the Owner of the HPML Parcel and the Owner of the Parking Lot Parcel may mutually agree.

If the Owner of the Parking Lot Parcel intends to terminate this Agreement, it shall provide notice of such intention to the Owner of the HPML Parcel ("Termination Election"). Within thirty (30) days of the Termination Election ("Negotiation Period"), authorized representatives of the Owner of the HPML Parcel and the Owner of the Parking Lot Parcel shall use good faith efforts to agree upon the Fair Market Value of the HPML Reserved Parking Spaces. In the event the Owners are unable to reach an agreement in writing as to the Fair

Market Value of the HPML Reserved Parking Spaces prior to the expiration of the Negotiation Period, the Fair Market Value of the HPML Reserved Parking Spaces shall be determined in accordance with the following provisions.

If the Owners cannot agree upon the Fair Market Value of the HPML Reserved Parking Spaces, then such value shall be determined by the following appraisal method within thirty (30) days after the expiration of the Negotiation Period. Within five (5) business days of the expiration of the Negotiation Period, the Owner of the HPML Parcel shall submit its estimate of the Fair Market Value of the HPML Reserved Parking Spaces ("HPML Owner's Estimate") in writing to the Owner of the Parking Lot Parcel and within the same period, the Owner of the Parking Lot Parcel shall submit its estimate of the Fair Market Value of the HPML Reserved Parking Spaces ("Parking Lot Owner's Estimate") in writing to the Owner of the HPML Parcel. If the Parking Lot Owner's Estimate is not more than one hundred five percent (105%) of the HPML Owner's Estimate, then the Fair Market Value of the HPML Reserved Parking Spaces shall be the average of such estimates.

If the Fair Market Value cannot be determined based on such estimates as provided above, each Owner shall select an appraiser who shall be a member of the American Institute of Real Estate Appraisers ("MAI"), with no less than ten (10) years experience in appraising commercial real estate, within ten (10) business days of the expiration of the Negotiation Period, and within five (5) business days thereof, such appraisers shall select a third appraiser meeting the referenced criteria who shall determine Fair Market Value ("Determining Appraiser"); provided, however, that nothing contained herein shall prohibit the parties from mutually agreeing upon the Determining Appraiser in lieu of the foregoing procedure. If the two appraisers selected by the parties cannot agree upon a Determining Appraiser, then the matter shall be submitted to a court of competent jurisdiction which shall select the Determining Appraiser. Once the Determining Appraiser has been selected, such appraiser shall promptly, but in no event later than ten (10) business days after such appointment, select either the Parking Lot Owner's Estimate or the HPML Owner's Estimate as the value being closest to the Fair Market Value of the HPML Reserved Parking Spaces. The estimate so selected shall be the Fair Market Value of the HPML Reserved Parking Spaces for purposes of this Agreement.

5. Construction, Alteration and Maintenance.

5.1 Construction of Site Improvements. The Owner of the Parking Lot Parcel hereby reserves the right and shall be permitted, from time to time at such Owner's sole cost, to demolish existing Site Improvements, including but not limited to, landscaping, lighting, road, driveway, curbing and parking improvements on the Parking Lot Parcel and to construct such Site Improvements as the Owner of the Parking Lot Parcel elects in its sole discretion. Upon the commencement of Site Improvement Work, the Owner of the Parking Lot Parcel shall cause the Site Improvement Work to be performed with due diligence in order to minimize interference with the use of the Parking Improvements as reserved to the Owner of the HPML Parcel under this Agreement. The Owner of the HPML Parcel agrees to cooperate with the

Owner of the Parking Lot Parcel in any application or proceeding before the applicable governmental authorities for the construction and maintenance of Site Improvements. Notwithstanding the foregoing, nothing contained herein shall be deemed to obligate the Owner of the Parking Lot Parcel to construct any improvements on the Parking Lot Parcel.

5.2 Alteration. Notwithstanding anything shown on the Site Plan or contained herein to the contrary, the Owner of the Parking Lot Parcel expressly reserves the right, from time to time, to add, alter, expand, reduce, eliminate, relocate or change the shape, size, location, character, design, appearance of the Site Improvements and change the striping of parking spaces and direction and flow of traffic on or through the Site Improvements and change the location of those parking spaces designated as HPML Reserved Parking Spaces; provided, however, that (i) the Owner of the Parking Lot Parcel shall maintain no less than one (1) driveway to provide vehicular access between the Parking Improvements and a public road adjoining the Parking Improvements (unless prohibited by the governmental authorities with jurisdiction over such streets or the Parking Lot Parcel), and (ii) in connection with such alterations, the Owner of the Parking Lot Parcel shall not materially impair the Owner of the HPML Parcel's access to the HPML Reserved Parking Spaces, and (iii) such improvements shall include no less than the minimum number of HPML Reserved Parking Spaces required under this Agreement, the location of which to be designated by the Owner of the Parking Lot Parcel; provided, however, that any relocated HPML Reserved Parking Spaces shall be substantially in the same proximity to the HPML Parcel as those shown on Exhibit A or such other location as the Owner of the HPML Parcel may approve, which approval shall not be unreasonably withheld or delayed. No less than thirty (30) days prior to any proposed relocation of the HPML Reserved Parking Spaces, the Owner of the Parking Lot Parcel shall provide the Owner of the HPML Parcel with notice thereof, which notice shall show the proposed location of the relocated spaces and other proposed Site Improvements related thereto.

5.3 Maintenance of Parking Improvements. The Owner of the Parking Lot Parcel shall, at such Owner's sole cost but subject to reimbursement as provided hereinafter, keep the Parking Improvements and Access Improvements in good and clean condition and repair so long as any business is open and operating on the Parking Lot Parcel or any land contiguous to the Parking Lot Parcel and owned by the Owner of the Parking Lot Parcel. If no such business is open and operating, the Owner of the HPML Parcel shall have the right, but not the obligation, at its sole cost, to maintain the Parking Improvements and Access Improvements.

5.4 Unauthorized Use of Parking Lot Parcel. The Owner of the Parking Lot Parcel shall have the right, from time to time, to construct a barricade around all or any portion of the perimeter of the Parking Lot Parcel or otherwise restrict access to the Parking Lot Parcel to prevent the dedication of all or any portion of the Parking Lot Parcel or the unauthorized use of the Parking Lot Parcel; provided, however, that such actions shall not unreasonably interfere with the Owner of the HPML Parcel's rights to use the Parking Improvements and Access Improvements as provided herein. Without limiting the foregoing, the Owner of the Parking Lot Parcel shall be permitted to install, maintain and operate gated and electronic key entry

systems to restrict unauthorized access to the Parking Lot Parcel ("Validation System") and may install signs or mark parking spaces to identify the HPML Reserved Parking Spaces and/or the Owner of Parking Lot Parcel Reserved Parking. If a Validation System is implemented, the Owner of the Parking Lot Parcel shall make key cards or validation tickets available to the Owner of the HPML Parcel or make other reasonable accommodations for the Owner of the HPML to permit such Owner's access to the Parking Improvements and Access Improvements as provided herein. The Owner of the HPML Parcel shall reasonably cooperate with the Owner of the Parking Lot Parcel in connection with any reasonable measures taken by the Owner of the Parking Lot Parcel to restrict or protect against the unauthorized use of the Parking Lot Parcel, including, but not limited to, any Validation System. In case of any unauthorized use of the Parking Lot Parcel, the Owner of the Parking Lot Parcel may refuse to permit the violator to park, and remove the vehicle owned or driven by the violator from the Parking Lot Parcel without liability whatsoever, at such violator's risk and expense.

5.5 Liens. The Owner of the HPML Parcel shall not permit the lien of any contractor, subcontractor, mechanic, materialman, laborer, architect or any other person or entity arising out of work, material or services performed or supplied or contracted for by such Owner, or those claiming by, through or under it, to be or remain a lien upon the Parking Lot Parcel. If any lien is placed upon the Parking Lot Parcel as a result of any such work, material or service, the Owner of the HPML Parcel shall, within ten (10) days of the imposition of the lien, cause said lien to be released of record, at such Owner's sole expense. The Owner of the HPML Parcel shall indemnify, defend and hold the Owner of the Parking Lot Parcel harmless from all liabilities, liens, claims, demands, damages, expenses, attorneys' fees, costs, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of, or in any way connected with, any work done, or materials furnished to, on behalf of the Owner of the HPML Parcel.

6. HPML Parcel's Contribution to Maintenance and Real Estate Taxes.

So long as the HPML Parcel is used for a Permitted Use, the Maintenance Contribution (defined later), the Owner of the HPML Parcel's Pro Rata Share of Major Replacement Costs (defined later), Owner of the HPML Parcel's Pro Rata Share of Real Estate Taxes (defined later) and other amounts payable under Sections 6.1, 6.2, 6.3, 6.5, and 6.6 of this Agreement shall be waived by the Owner of the Parking Lot Parcel. At such time as the HPML Parcel is used for any use, other than a Permitted Use (with or without the consent of the Owner of the Parking Lot Parcel), the Maintenance Contribution, the Owner of the HPML Parcel's Pro Rata Share of Major Replacement Costs, Owner of the HPML Parcel's Pro Rata Share of Real Estate Taxes shall commence to accrue and shall be thereafter due and payable in accordance with the provisions of this Section 6.

6.1 Share of Maintenance Costs and Real Estate Taxes. Subject and in accordance with the provisions of this Article, the Owner of the HPML Parcel shall pay to the Owner of the Parking Lot Parcel a monthly payment (the "Maintenance Contribution") as a contribution for

costs related to the maintenance and repair and replacement of the Parking Improvements. The monthly Maintenance Contribution shall be Four Hundred Fifty Eight and 34/100 Dollars (\$458.34) for each month or any portion thereof occurring from and after the date hereof (prorated for any period which is less than a full calendar month). The Maintenance Contribution, as may be adjusted from time to time hereunder, shall be increased as of each January 1st commencing on January 1, 2005 by four percent (4%) of the prior year's Maintenance Contribution. The Maintenance Contribution shall be paid in equal monthly installments without notice or demand (or, upon notice from the Owner of the Parking Lot Parcel at its option, on a quarterly, semi-annual or annual basis) in advance on the first day of each month (or other period, as applicable).

In addition to the Maintenance Contribution, the Owner of the HPML Parcel shall pay its Pro Rata Share (defined below) of Major Replacement Costs (defined below) and Real Estate Taxes (defined below) to the Owner of the Parking Lot Parcel in accordance with this Article. For purposes of this Article, the Owner of the HPML Parcel's "Pro Rata Share" means the percentage equal to a fraction, the numerator of which shall be the number of HPML Reserved Parking Spaces and the denominator of which shall be the total number of parking spaces provided by the Parking Improvements and any other similar parking improvements on adjoining land owned or operated in connection with the Parking Lot Parcel.

The Owner of the HPML Parcel may not cease payment of, or escape liability for, the Maintenance Contribution or its Pro Rata Share of Major Replacement Costs or Real Estate Taxes by reason of its failure to use Parking Improvements and/or Access Improvements or by reason of its failure to use or occupy the HPML Parcel or by reason of temporary interference with its use of the Parking Improvements or Access Improvements as permitted in this Agreement. No conveyance or transfer of the HPML Parcel shall relieve the Owner of the HPML Parcel from liability for any payments of the Maintenance Contribution or its Pro Rata Share of Real Estate Taxes accruing prior to such transfer.

6.2 Adjustment of Maintenance Contribution.

(i) In addition to the annual increase in the Maintenance Contribution as provided in Section 6.1, the Owner of the Parking Lot Parcel shall have the right, but not the obligation, to adjust the Maintenance Contribution payable by the Owner of the HPML Parcel hereunder every five (5) years ("Adjustment Date") based on the Owner of the Parking Lot Parcel's fiscal year so that by way of example and not limitation, if such fiscal year expires on June 30 then the first Adjustment Date hereunder, if any, would be effective July 1, 2009. The Owner of the Parking Lot Parcel may, in its discretion and from time to time, change its fiscal year; provided, however, that in no event shall any adjustment be effective less than sixty (60) months after the date of the prior adjustment (or the date hereof in the case of the initial adjustment). In the event the Owner of the Parking Lot Parcel elects to adjust the Maintenance Contribution hereunder, the new monthly Maintenance Contribution shall equal the Owner of the HPML Parcel's Pro Rata Share of the actual average monthly Maintenance Costs (defined below) for the twenty-

four (24) month period preceding the applicable Adjustment Date.

In the event the Owner of the Parking Lot Parcel elects to adjust the Maintenance Contribution, then in no event later than six (6) months following the Adjustment Date, the Owner of the Parking Lot Parcel shall provide an itemized statement to the Owner of the HPML Parcel setting forth the actual Maintenance Costs for the twenty-four (24) month period preceding such Adjustment Date and a computation of the Owner of the HPML Parcel's Pro Rata Share of such Maintenance Costs for such twenty-four (24) month period. The new monthly Maintenance Contribution shall be effective as of the Adjustment Date, and the Owner of the HPML Parcel shall pay any deficiency to the Owner of the Parking Lot Parcel as shown by such statement within thirty (30) days after receipt of such statement.

(ii) "Maintenance Costs" means the costs and expenses incurred by the Owner of the Parking Lot Parcel to maintain, repair, replace, clean, insure, light and provide utilities for the Parking Improvements and Access Improvements and all other similar improvements on adjoining land owned or operated in connection therewith, which costs may include, but shall not be limited to (i) for parking lots, driveways and sidewalks: cleaning, sweeping, repaving, resurfacing, painting, striping, hole patching, rubbish/trash removal, snow and ice removal, directional and traffic signs and markings, maintenance and repair of parking lot and driveway lighting, including utility costs and repair and maintenance of electric mains, replacement of bulbs and damaged standards, curb repair, storm drainage; (ii) for landscaping: mowing, weeding, trimming, fertilizing, pruning, raking, sweeping; irrigation including repair and maintenance of sprinkler systems, and water costs and repair and maintenance of water mains; replacement of damaged or dead plants, trees, shrubs and grass, seasonal flower and plants; (iii) for equipment: costs of acquiring, renting, operating, maintaining, repairing and replacing of vehicles and other equipment utilized in maintenance of the Parking Improvements or Access Improvements; costs of small tools and miscellaneous supplies; maintenance and repair of on or off premises storage facilities for the above referenced vehicles, equipment, tools and supplies; (iv) provision of security services; (v) insurance: premiums for comprehensive general liability insurance, including, without limitation, vehicle and maintenance equipment, allocable to the Parking Improvements, Access Improvements or Parking Lot Parcel; (vi) personnel: wages and benefits, including, without limitation, workman's compensation insurance, of employees necessary to perform the above referenced services, if provided; (vii) management fees; and (viii) fifteen percent (15%) of all the foregoing costs as and for the Owner of the Parking Lot Parcel's administrative and overhead costs. In the event the Parking Improvements and Access Improvements are improved or operated in conjunction with other parking and access improvements on adjoining land, then the Owner of the Parking Lot Parcel shall be permitted to reasonably allocate a portion of Maintenance Costs incurred for such larger parcel to the Parking Improvements and Access Improvements and such allocation shall be the basis for determining the Owner of the HPML Parcel's Pro Rata Share of Maintenance Costs under this Section. Nothing contained in this Section shall be deemed to obligate the Owner of the Parking Lot Parcel to incur any of the foregoing costs or provide any of the services set forth herein.

6.3 Pro Rata Share of Major Replacement Costs. In addition to the Maintenance Contribution, the Owner of the HPML Parcel shall pay to the Owner of the Parking Lot Parcel its Pro Rata Share of Major Replacement Costs (defined below). The Owner of the HPML Parcel's Pro Rata Share of Replacement Costs shall be paid within thirty (30) days of the delivery of a statement by the Owner of the Parking Lot Parcel setting forth the amount of the Major Replacement Costs and the amount due hereunder from the HPML Owner. "Major Replacement Costs" means all "Maintenance Costs" not incurred on an annual basis for the repair or replacement of Parking Improvements and/or Access Improvements, including, but not limited to, costs and expenses incurred in connection with the resurfacing or repaving parking and access areas; provided, however, that costs and expenses incurred by the Owner of the Parking Lot Parcel's initial construction of the Parking Improvements and Access Improvements shall not be deemed Major Replacement Costs for purposes of this Agreement.

6.4 Payment Due to Misuse. Notwithstanding anything contained herein to the contrary and in addition to other amounts payable hereunder, the Owner of the HPML Parcel shall reimburse the Owner of the Parking Lot Parcel, for the entire cost to repair or replace any Parking Improvements or Access Improvements, and the cost to remove any debris therefrom, caused by misuse or negligent use of the Parking Improvements or Access Improvements by the Owner of the HPML Parcel, its occupants, tenants and their respective employees, agents, and invitees.

6.5 Real Estate Taxes. "Real Estate Taxes" means general and special taxes, assessments, duties and levies charged and levied upon or assessed against the Parking Lot Parcel and any Parking Improvement and Access Improvements thereon and all costs and fees (including, without limitation, reasonable attorneys' fees) incurred by the Owner of the Parking Lot Parcel in contesting, obtaining exemptions or negotiating with the public authorities as to same; provided that if the Parking Lot Parcel, Parking Improvements and/or Access Improvements are taxed as part of a tax parcel that includes additional land and/or improvements owned by the Owner of the Parking Lot Parcel, then the Owner of the Parking Lot Parcel shall reasonably allocate a portion of such charges for such larger tax parcel to the Parking Lot Parcel, the Parking Improvements and the Access Improvements and such allocation shall be the basis for determining the Owner of the HPML Parcel's Pro Rata Share of Real Estate Taxes hereunder. The Owner of the EMHC Parcel shall have the sole right, from time to time, to appear before the appropriate taxing authority for the purposes of protesting any Real Estate Taxes or any exemptions applicable thereto, and any refunds of Real Estate Taxes paid shall be applied in the year actually received notwithstanding that such refunds may relate to Real Estate Taxes paid in prior years. Notwithstanding the foregoing, the Owner of the Parking Lot Parcel shall solely be entitled to all amounts paid in connection with any tax increment financing, tax rebate or other similar tax financing agreement affecting the Parking Lot Parcel and such amounts shall not be used to reduce the amount of Real Estate Taxes payable by the Owner of the HPML Parcel hereunder.

If, due to the use and occupancy of the HPML Parcel and the HPML Reserved Parking Spaces and the legal status of the Owner of HPML Parcel, the HPML Parcel's use of the Reserved Parking Spaces hereunder qualifies for an exemption, in whole or in part, from the payment of Real Estate Taxes which may otherwise be levied or assessed against the Parking Lot Parcel and/or any Parking Improvements and/or Access Improvements, HPML Parcel's Pro Rata Share of Real Estate Taxes shall be equitable reduced to the extent such exemption is granted for the applicable tax period from the taxing authority with jurisdiction to issue such exemption; provided, however, that the Owner of the HPML shall cooperate, at its sole cost, with the Owner of the Parking Lot Parcel in connection with obtaining such exemption, including, but not limited to, delivering and/or executing such documents as are required by the applicable taxing authority to establish such exemption and appearing before such taxing authority in connection therewith.

6.6 Payment of Pro Rata Share of Real Estate Taxes. The Owner of the HPML Parcel's Pro Rata Share of Real Estate Taxes shall be paid, at the election of the Owner of the Parking Lot Parcel, either (i) within thirty (30) days of the delivery of the tax bill for the applicable period by the Owner of the Parking Lot Parcel together with a statement of the amount due hereunder from the Owner of the HPML Parcel for the applicable period or (ii) in monthly installments, on the first day of each month, in an amount estimated annually by the Owner of the Parking Lot Parcel and communicated by written notice to the Owner of the HPML Parcel. In the event such payments are made on an estimated basis, then following the close of each year but in no event later than September 1 of the next succeeding year, the Owner of the Parking Lot Parcel shall provide a copy of the applicable tax bill(s) for such year together with a computation of the amount payable by the Owner of the HPML Parcel for such year and the Owner of the HPML Parcel shall pay any deficiency to the Owner of the Parking Lot Parcel as shown by such statement within thirty (30) days after receipt of such statement. If the total of the estimated monthly installments paid for any year exceed the actual Pro Rata Share of Real Estate Taxes due from the Owner of the HPML Parcel for such year, such excess shall be refunded by the Owner of the Parking Lot Parcel within thirty (30) days of issuance of such statement.

6.7 Lien for Non-Payment. The Maintenance Contribution, payments due for misuse and the Owner of the HPML Parcel's Pro Rata Share of Major Replacement Costs and Real Estate Taxes together with any interest and costs of collection thereof (including reasonable attorneys' fees) shall be a charge and continuing lien on the HPML Parcel. If any portion of such charges is not paid when due, the Owner of the Parking Lot Parcel may record a notice thereof in the appropriate land records and such lien shall thereupon arise and be perfected and may be enforced by a proceeding to foreclose such lien in like manner as a mortgage of real property or by any other remedy available at law or in equity. Such lien shall continue in full force until such sum of money, and any accrued interest thereon and costs, fees and expenses of collection shall have been paid in full.

7. Insurance and Indemnification.

7.1 Indemnification. The Owner of the HPML Parcel shall indemnify, defend and hold harmless the Owner of the Parking Lot Parcel from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any person or damage to any property resulting from (i) the willful misconduct or negligent act or omission of the Owner of the HPML Parcel, its tenants or occupants and their respective agents, employees and invitees and occurring on or about the Parking Lot Parcel, (ii) the use of the Parking Improvements or Access Improvements by HPML, its tenants, occupants and their respective agents, employees and invitees, or (iii) the breach by the Owner of the HPML Parcel's of its obligations under this Agreement. The provisions of this Section 7.1 shall survive any termination of this Agreement as to any liabilities, claims and other matters accruing prior to such termination.

7.2 Insurance.

(a) Liability Insurance Coverage and Limits. The Owner of the HPML Parcel agrees to maintain, and/or cause to be maintained, at no cost to the Owner of the Parking Lot Parcel, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Parking Lot Parcel with a "Combined Single Limit" (covering personal liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00) for total claims for any one occurrence. The insurance limits in this Section shall be subject to increase from time to time by such amounts as the Owner of the Parking Lot Parcel may reasonably determine is necessary or desirable, as may be evidenced by the practice of similarly situated properties.

(b) General Provisions. Insurance coverage required by this Agreement shall be written by insurance companies satisfactory to the Owner of the Parking Lot Parcel and licensed to do business in the State of Illinois. Such policies shall by their terms be primary with respect to any insurance carried by the Owner of the Parking Lot Parcel and shall name the Owner of the Parking Lot Parcel, its mortgagees, agents and beneficiaries and such other parties as requested by the Owner of the Parking Lot Parcel as additional insureds. The Owner of the HPML Parcel shall cause certificates of insurance reasonably evidencing compliance with the requirements of this Article to be delivered to the Owner of the Parking Lot Parcel and shall provide renewal certificates at least thirty (30) days prior to expiration of such policies. The insurance policies and certificates required by this Article shall require the insurance company to furnish each Owner thirty (30) days' prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage.

(c) Performance of Indemnity Agreements. All policies of liability insurance shall insure the performance by the insured Owner of the indemnity agreements contained herein. Each Owner shall promptly notify the other Owner of any asserted

claim with respect to which such Owner is or may be indemnified against hereunder and shall deliver to such other Owner copies of process and pleadings.

(d) Release. The Owner of HPML Parcel hereby releases and discharges the Owner of Parking Lot Parcel, and its affiliates, their agents and employees (collectively, the "Released Group") from all liability to the Owner of HPML Parcel and to anyone claiming by, through or under the Owner of HPML Parcel by subrogation or otherwise on account of any loss or damage caused by or arising out of (i) any fire or other casualty, however caused, (ii) any defect, whether latent or patent on the Parking Lot Parcel or any improvements or equipment thereon, (iii) any act or omission of any occupant of adjacent property, (iv) vandalism, malicious mischief, theft or other acts or omissions of any other parties including without limitation, other parties permitted to use the Parking Lot Parcel and their respective invitees and (v) any loss, damage or injury to person or property resulting from any of the foregoing. The Owner of HPML Parcel agrees that the Owner of HPML Parcel's property loss risks shall be borne by its insurance, and the Owner of HPML Parcel agrees to look solely to and seek recovery only from its insurance carriers in the event of such losses. For purposes hereof, any deductible amount shall be treated as though it were recoverable under such policies and the Owner of the HPML Parcel's failure to carry such insurance shall not limit the foregoing release and discharge of the Owner of the Parking Lot Parcel. Nothing contained herein shall be deemed to release or discharge any party other than the Released Group. The provisions of this Section 7.2(d) shall survive any termination of this Agreement.

8. Reservation of Rights. Notwithstanding anything in this Agreement to the contrary, the Owner of the Parking Lot Parcel reserves the right, without obtaining the consent of the Owner of the HPML Parcel, to grant easements and other interests and rights in and to such portions of the Parking Lot Parcel as the Owner of the Parking Lot Parcel may determine in its sole discretion so long as such rights do not unreasonably interfere with the rights herein granted.

9. Eminent Domain.

9.1 Owner's Right to Award. Except as expressly provided hereinafter, nothing herein shall be construed to give any Owner any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting any other Owner's Parcel or giving the public or any government any rights in the Parcels. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Entire Site, the award attributable to the land and improvements of such portion of the Entire Site shall be payable only to the Owner holding fee title thereto and no claim thereon shall be made by any other Owner for such land and improvements.

9.2 Collateral Claims. In addition to the foregoing, all Owners having an easement interest hereunder in the Parcel so condemned may file collateral claims for the severance or disruption of same with the condemning authority for their losses which are separate and apart

from the value of the land area and improvements taken; provided, that such collateral claims do not reduce the award attributable to the land and improvements taken.

9.3 Partial Taking. In the event less than the entire Parking Lot Parcel is taken by any exercise of eminent domain or transfer in lieu thereof or if any other parcel of land or portion thereof owned, developed, used or occupied by the Owner of the Parking Lot Parcel in connection with the Parking Lot Parcel is taken by any exercise of eminent domain or transfer in lieu thereof and such taking results in the loss of any parking spaces on the Parking Lot Parcel or such other parcel of land, then upon such taking the number of HPML Reserved Parking Spaces as set forth in Section 1.4 of this Agreement shall be reduced by the number of parking spaces so taken, notwithstanding anything contained in this Agreement to the contrary, and the provisions of this Agreement shall be read accordingly. If the number of parking spaces so taken equals or exceeds the number of HPML Reserved Parking Spaces as set forth in Section 1.4 of this Agreement, then this Agreement shall terminate upon such taking without further action of the Owners.

10. Default.

10.1 Default. An Owner shall be deemed to be in default of this Agreement only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any other Owner specifying the particulars of which such person has failed to perform the obligations of this Agreement unless such Owner, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such Owner shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such Owner is using good faith and due diligence to rectify the particulars specified in the notice of default.

10.2 Injunctive Relief. In the event of any violation or threatened violation of any provision of this Agreement, any Owner shall have the right, in addition to any other remedies herein or by law provided, to enjoin such violation or threatened violation.

10.3 No Limitation of Remedies. The various rights and remedies herein contained and reserved to the Owners, except as otherwise provided in this Agreement, shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence therein.

10.4 Default Rate. If any Owner fails to pay any amount due hereunder within ten (10) days after notice that such amount is not paid, interest shall accrue on the unpaid balance from the due date at a rate equal to three percent (3%) above the prime rate as announced from time

to time by the Bank One (or its successor), calculated as of the due date, or the highest rate permitted by applicable law, whichever is lower.

10.5 Attorneys Fees. In the event legal proceedings are brought or commenced to enforce any of the terms of this Agreement against any Owner or other person with an interest in the Entire Site, the successful Owner in such action shall be entitled to receive and shall receive from the defaulting Owner, a reasonable sum as attorneys' fees and costs, to be fixed by the court in the same action.

11. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below. All notices to the Owners shall be sent to the appropriate party at the address set forth below:

To Owner of the Parking Lot Parcel:

Prior to the conveyance to EMHC:

The Village of Lombard
255 East Wilson Street
Lombard, Illinois 60148-3931
Attention: Village Manager

To Owner of the HPML Parcel:

Helen M. Plum Memorial Library
110 W. Maple Street
Lombard, Illinois 60148
Attention: Robert Harris

Subsequent to the conveyance to EMHC:

Elmhurst Memorial Healthcare
200 Berneau Avenue
Elmhurst, Illinois 60656
Attention: Legal Department

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

12. General Provisions.

12.1 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Entire Site to the general public or for any public purposes whatsoever, it being the intention of the Owners that this Agreement shall be strictly limited to and for the purposes herein expressed.

12.2 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

12.3 Pronouns. When required by context, the singular shall include the plural, and the neuter gender shall include a person, corporation, firm, association, or other business arrangement.

12.4 Captions. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

12.5 Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the Owners.

12.6 Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the law of the state in which the Entire Site is located.

12.7 No Presumption. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Owner.

12.8 Inurement. This Agreement and the easements, covenants, benefits and obligations created hereby shall inure to the benefit and be binding upon each Owner and its successors and assigns; provided, if any Owner conveys any portion or all of its interest in any Parcel owned by it, such Owner shall thereupon automatically be released and discharged from any and all further obligations under this Agreement as it had in connection with the property conveyed by it and the buyer shall thereupon automatically be bound by all of such obligations accruing after such conveyance; and provided further, no such sale shall release such Owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

12.9 Covenants Running With the Land. Each of the easements, covenants, restrictions, liens and charges herein shall create reciprocal rights and obligations among each of the Owners and shall be and operate as covenants running with the land.

12.10 Estoppel Certificate. Each Owner agrees that within fifteen (15) days after receipt of request by any other Owner, it will issue to a prospective lender of such other Owner or to a prospective purchaser of such other Owner's interest, an estoppel certificate stating:

- (a) whether the Owner to whom the request has been directed knows of any default

- by the requesting Owner under this Agreement, and if there are known defaults, specifying the nature thereof;
- (b) whether this Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); and
 - (c) that to the Owner's knowledge this Agreement as of that date is in full force and effect.

Such statement shall act as a waiver of any claim by the Owner furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Owner furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such Owner to disclose correct and/or relevant information.

12.11 Modification. All negotiations and oral agreements acceptable to the Owners have been incorporated herein. Except as otherwise provided herein, this Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by a writing executed by the Owners and duly recorded.

(SIGNATURE PAGE FOLLOWS)


IN WITNESS WHEREOF, this Agreement is entered into as of the day and year first written above.


"VILLAGE"

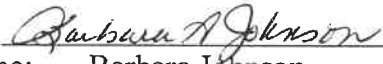
"HPML"

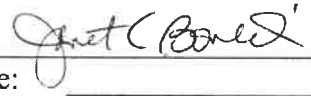
THE VILLAGE OF LOMBARD,
an Illinois municipal corporation

**HELEN M. PLUM MEMORIAL
LIBRARY,** a body politic organized under
the laws of the State of Illinois

By: 
Name: William J. Mueller
Title: Village President

By: 
Name: _____
Title: _____ President

Attest: 
Name: Barbara Johnson
Title: Deputy Village Clerk

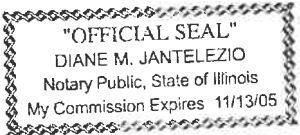
Attest: 
Name: _____
Title: _____ Secretary

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 **BARBARA A. JOHNSON** are personally known to me to be the Village President and Deputy Village Clerk, respectively, of the Village of Lombard an Illinois municipal corporation (the "**Village**") and also known to me to be the same persons whose names are subscribed to the foregoing instrument and as such Village President and Deputy Village Clerk, appeared before me this day in person and severally acknowledged that as such Village President and Deputy Village Clerk, they signed and delivered the said instrument pursuant to the authority given by the Village Board of Trustees, and as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth, and that Deputy Village Clerk, as custodian of the corporate seal of the Village, has caused the seal to be affixed thereto.

GIVEN UNDER my hand and Notarial Seal this _____ day of March, 2004.

Diane M Jantelezio
Notary Public



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 *Linda A. Dickey* and *Janet Bosidin* are personally known to me to be the _____ President and _____ Secretary, respectively, of the **HELEN M. PLUM MEMORIAL LIBRARY**, a body politic organized under the laws of the State of Illinois (the "**Library**") and also known to me to be the same persons whose names are subscribed to the foregoing instrument and as such _____ President and _____ Secretary, appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary, they signed and delivered the said instrument pursuant to the authority given by the Library Board of Trustees, and as their free and voluntary act, and as the free and voluntary act and deed of the Library, for the uses and purposes therein set forth, and that Library, as custodian of the corporate seal of the Library, has caused the seal to be affixed thereto.

GIVEN UNDER my hand and Notarial Seal this _____ day of March, 2004.

Diane M Jantelezio
Notary Public

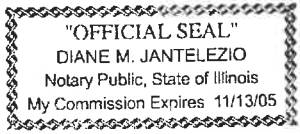


EXHIBIT "A"

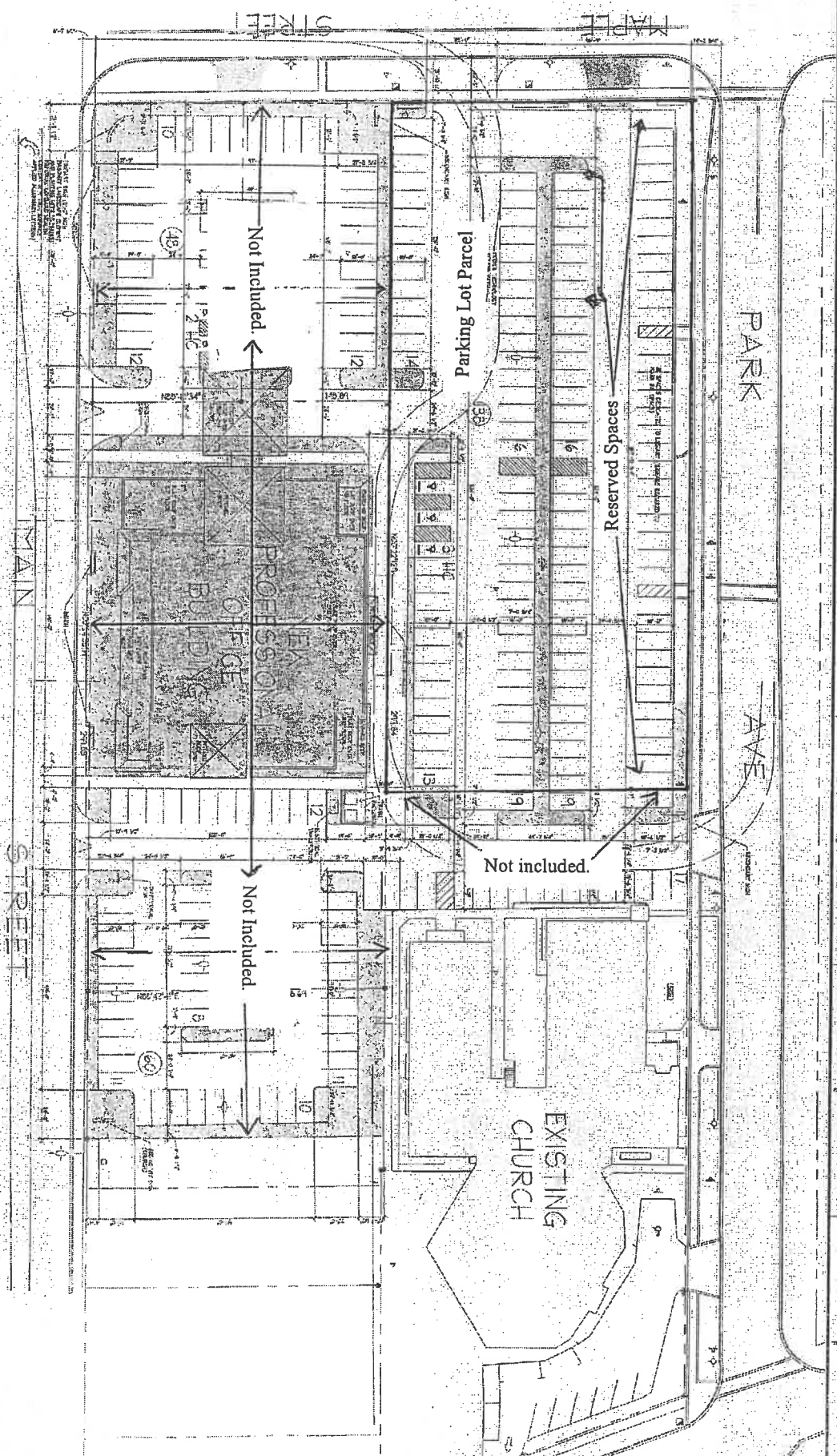
Site Plan.

EXHIBIT "A"

Site Plan.

TOTAL PARKING = 263
FOB PARKING = 210

FINAL SITE PLAN
9-5-03



DATE	9-5-03
SCALE	AS SHOWN
PROJECT	ELMHURST MEMORIAL LOMBARD HEALTH CENTER
CLIENT	ELMHURST MEMORIAL HOSPITAL
ARCHITECT	NEEDHAM
DESIGNER	NEEDHAM
DRAWN BY	NEEDHAM
CHECKED BY	NEEDHAM
DATE	9-5-03
PROJECT	ELMHURST MEMORIAL LOMBARD HEALTH CENTER
CLIENT	ELMHURST MEMORIAL HOSPITAL
ARCHITECT	NEEDHAM
DESIGNER	NEEDHAM
DRAWN BY	NEEDHAM
CHECKED BY	NEEDHAM
DATE	9-5-03

ARCHITECTURAL SITE PLAN
ELMHURST MEMORIAL LOMBARD HEALTH CENTER
130 SOUTH MAIN STREET
LOMBARD, IL



EXHIBIT "B"

Parking Lot Parcel - Legal Description

LOT 1 IN THE VILLAGE OF LOMBARD MAPLE STREET PARKING LOT PLAT OF CONSOLIDATION, BEING A SUBDIVISION OF LOTS 15 TO 21, BOTH INCLUSIVE, IN CAVERNO'S SUBDIVISION, A RESUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1992 AS DOCUMENT NUMBER 108107, IN DUPAGE COUNTY, ILLINOIS

PIN: 06-07-213-016

Also known as: 24 West Maple Street, Lombard, Illinois

HPML Parcel - Legal Description

LOT 2 IN LILACIA RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1999 AS DOCUMENT 99-265299, BEING PART OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN:

Common Address: 110 West Maple Street, Lombard, Illinois