
THE VILLAGE OF ANTIOCH
LAKE COUNTY, ILLINOIS

RESOLUTION
NUMBER 20-11

**A RESOLUTION AUTHORIZING THE GRANTING AND CONVEYANCE OF
CERTAIN EASEMENT RIGHTS TO THE BOARD OF LIBRARY TRUSTEES OF
THE ANTIOCH PUBLIC LIBRARY DISTRICT AND THE EXECUTION OF ALL
NECESSARY DOCUMENTS TO EFFECTUATE SUCH GRANT FOR THE
VILLAGE OF ANTIOCH, COUNTY OF LAKE, STATE OF ILLINOIS**

Scott J. Gartner, Mayor
Lori K. Romine, Village Clerk
Brent C. Bluthardt, Trustee
Mary C. Dominiak, Trustee
Ed Macek, Trustee
Mary J. Pedersen, Trustee
Scott A. Pierce, Trustee

**VILLAGE OF ANTIOCH
LAKE COUNTY, ILLINOIS**

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VILLAGE OF ANTIOCH, COUNTY OF LAKE, STATE OF ILLINOIS**

RESOLUTION NO. 20-11

WHEREAS, the Village of Antioch, County of Lake, State of Illinois (the “Village”) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Mayor (the “Mayor”) and the Board of Trustees of the Village (the “Board” AND together with the Mayor constitute, the “Corporate Authorities”) are committed to ensuring the efficient and economical operation of the government; and

WHEREAS, the Board of Library Trustees of the Antioch Public Library District (the “Library”) intends to renovate, expand, and improve its current facilities located at 757 N. Main Street, Antioch, Illinois; and

WHEREAS, the Library needs a permanent and temporary easement across a portion of the adjacent real property owned by the Village to install, maintain and operate a storm sewer pipe, which easement area is legally described and shown in the Utility Easement Agreement that is part of Exhibit A to this Resolution; and

WHEREAS, the Library needs a permanent and temporary easement across a portion of the adjacent real property owned by the Village to install, maintain and operate a parking lot, which easement area is legally described and shown in the Parking Easement Agreement that is part of Exhibit B to this Resolution; and

WHEREAS, the Village intends to grant the Library those easement rights described in the Utility Easement Agreement, which is attached to this Resolution and marked as Exhibit A, and the Parking Easement Agreement, which is attached to this Resolution and marked as Exhibit B, (collectively, the “Agreements”) necessary for the Library to renovate, expand, and improve its facilities; and

WHEREAS, the Library has reviewed the Agreements and intends to accept the terms therein; and

WHEREAS, the Village and the Library, each being public agencies, have the right pursuant to the Illinois Constitution, the Local Government Property Transfer Act, and the Intergovernmental Cooperation Act to enter into agreements that are in the best interests of the public; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the residents of the Village that the Library make the contemplated improvements; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to enter into the Agreements;

NOW THEREFORE, BE IT RESOLVED by the Mayor and the Board of Trustees of the Village of Antioch, County of Lake, State of Illinois, as follows:

SECTION ONE. Incorporation. The Corporate Authorities hereby find that all of

the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true and correct and are hereby, by reference, incorporated and made a part of this Resolution as legislative findings.

SECTION TWO. Purpose. The purpose of this Resolution is to grant certain easement rights to the Library, to authorize the Mayor to execute the Agreements, and to ratify any steps taken to effectuate these goals.

SECTION THREE. Authority. This Resolution is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

SECTION FOUR. Authorization. The Agreements, including all exhibits or attachments to these documents, are hereby approved for execution by the Mayor in substantially the same form as set forth in Exhibit A and Exhibit B with such insertions, omissions, and changes as are approved by the Mayor and the Village Attorney and set forth therein. All easement rights set forth in the Agreements are hereby granted. The Village Board ratifies any previous action taken to effectuate the intent of this Resolution. The Mayor or his designee is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to any documents that may be necessary to carry out and effectuate the purpose of this Resolution. The Village is hereby authorized and directed to take all action necessary or appropriate to effectuate the intent of this Resolution.

SECTION FIVE. Severability. If any section, paragraph, clause, or provision of this Resolution is held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

SECTION SIX. Superseder. Any resolution or portion of any resolution in conflict with any provisions of this Resolution is hereby repealed solely to the extent of such conflict.

SECTION SEVEN. Publication. A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION EIGHT. Effective Date. This Resolution shall be in full force and effect immediately upon its passage and approval as provided by applicable law.

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ADOPTED this 9th day of February, 2022, pursuant to a roll call vote as follows:

Ayes: 6: Pierce, Macek, Pedersen, Bluthardt, Burman and Dominiak.

Nays: 0.

Absent: 0.

Present: 6: Pierce, Macek, Pedersen, Bluthardt, Burman and Dominiak.

APPROVED on this 9th day of February, 2022


SCOTT J. GARTNER, Mayor

ATTEST:


LORI K. ROMINE, Village Clerk

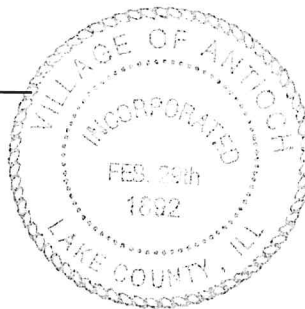


EXHIBIT A

UTILITY EASEMENT AGREEMENT

(Attached)

Utility Easement Agreement

Property Address:
Approximately 757 Main Street
(Ill. Rte. 83, a/k/a Fox River Road)
Antioch, Illinois 60002
PIN: 02-08-104-079

*This Agreement was prepared by and
upon recording should be returned to:*

E. Kenneth Friker, Esq.
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Ave., Suite 10
Orland Park, Illinois 60462

Recorder's Office Filing Stamp Space Above

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("Agreement") is entered into this ____ day of _____, 2022 between the Village of Antioch, an Illinois municipal corporation ("Grantor") and the Board of Library Trustees of the Antioch Public Library District, Lake County, Illinois, ("Grantee") for the purpose of providing for the installation, placement, replacement, construction, reconstruction, maintenance, rehabilitation, operation, inspection and/or repair of an underground storm sewer overflow pipe ("Storm Sewer Pipe"), as defined in Recital A. below, within the "Permanent Easement Area," defined in Recital B. below, and for the purpose of constructing and installing the Storm Sewer Pipe within the "Temporary Construction Easement Area" defined in Recital C. below, pursuant to the terms and conditions set forth in this Agreement.

RECITALS

A. The Grantor is the sole owner of real property with a common address of 757 Main Street (Ill. Rte. 83, a/k/a Fox River Road), located in Antioch, Illinois and legally described as follows:

THAT PART OF LOT 5 IN COUNTY CLERK'S SUBDIVISION OF THE VILLAGE OF ANTIOCH, ALL IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING IN THE CENTER OF THE FOX RIVER ROAD (ILLINOIS ROUTE 83) ON THE WESTERLY LINE OF AND (152.8 FEET DEED) 142.80 FEET MEASURE SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 5 IN COUNTY CLERKS SUBDIVISION; THENCE SOUTH 6 DEGREES 00 MINUTES 00 SECONDS WEST ON THE WESTERLY LINE OF SAID LOT 5 AND THE CENTERLINE OF ILLINOIS ROUTE 83 (162.8 FEET DEED) 151.15 FEET MEASURE TO THE NORTH LINE EXTENDED WESTERLY OF LIBERTY STREET, NOW CALLED WILLIAMS DRIVE AS SHOWN BY THE PLAT OF EDGAR B. WILLIAMS' RESUBDIVISION; THENCE (NORTH 84 DEGREES 56 MINUTES EAST DEED) NORTH 85 DEGREES 03 MINUTES 59 SECONDS EAST MEASURE 321.80 FEET ON THE NORTH LINE OF WILLIAMS DRIVE TO THE SOUTHWEST CORNER OF LAND TRANSFERRED TO THE VILLAGE OF ANTIOCH BY DOCUMENT NUMBER 1327225 RECORDED JANUARY 17, 1967 TO THE POINT OF BEGINNING; THENCE (NORTH 1 DEGREES 07 MINUTES 13 SECONDS WEST DEED) NORTH 0 DEGREES 59 MINUTES 14 SECONDS WEST MEASURE ON THE WEST LINE OF LAND TRANSFERRED BY DOCUMENT NUMBER 1327225 A DISTANCE OF 158.15 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 48 SECONDS WEST ON A SOUTHERLY LINE OF LAND TRANSFERRED BY DOCUMENT 1327225 A DISTANCE OF 23.92 FEET; THENCE SOUTH 9 DEGREES 25 MINUTES 04 SECONDS WEST 165.34 FEET TO THE NORTH LINE OF WILLIAMS DRIVE; THENCE NORTH 85 DEGREES 03 MINUTES 59 SECONDS EAST ON THE NORTH LINE OF WILLIAMS DRIVE 53.90 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Property Index Number (PIN): 02-08-104-079.

This parcel is hereinafter referred to as the "Grantor's Property."

During the term of this Agreement, the Grantee will install, place, replace, construct, reconstruct, maintain, rehabilitate, operate, inspect and/or repair the Storm Sewer Pipe, including, but not limited to, any related service lines, valves, meters, vaults and any other related personal property, infrastructure and equipment over, under, in, along, across and upon a portion of the Grantor's Property, which is located within and under the Permanent Easement Area as shown on a Plat of Storm Sewer Easement dated June 3, 2021, and prepared by IMEG Corp. (attached to this Agreement as Exhibit "A") and the Permanent Easement Area is legally described as follows:

PERMANENT STORM SEWER EASEMENT (PE)

ALL THAT PART OF LOT 5 COUNTY CLERKS SUBDIVISION OF UNSUBDIVIDED LANDS IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 20, 1907, AS DOCUMENT NUMBER 112577, IN BOOK "G" OF PLATS, PAGE 76, DESCRIBED AS FOLLOWS:

COMMENCING IN THE CENTER OF FOX RIVER ROAD ON THE WESTERLY LINE OF AND 102.8 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID LOT AND THE CENTER LINE OF FOX RIVER ROAD TO THE NORTH LINE EXTENDED WESTERLY OF LIBERTY STREET AS SHOWN BY THE PLAT OF EDGAR WILLIAMS RESUBDIVISION; THENCE NORTH 84 DEGREES 56 MINUTES EAST, 32.6 FEET (NORTH 84 DEGREES 44 MINUTES 12 SECONDS EAST 33.58 FEET, MEASURED), TO THE INTERSECTION OF THE NORTH LINE OF LIBERTY STREET WITH THE EAST LINE OF FOX RIVER ROAD; THENCE CONTINUING NORTH 84 DEGREES 56 MINUTES EAST, (NORTH 84 DEGREES 44 MINUTES 12 SECONDS EAST, MEASURED), ALONG THE NORTH LINE OF LIBERTY STREET, 235.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH EASTERLY ALONG SAID NORTH LINE OF LIBERTY ST. (NOW KNOWN AS WILLIAMS ST.), 10.31 FEET, THENCE NORTH 08 DEGREES 45 MINUTES 21 SECONDS EAST, 164.34 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 09 SECONDS WEST 10.10 FEET; THENCE SOUTH 08 DEGREES 45 MINUTES 21 SECONDS WEST 165.45 FEET TO THE NORTH LINE OF SAID LIBERTY ST., (NOW KNOWN AS WILLIAMS St.), AND THE POINT OF BEGINNING. IN LAKE COUNTY, ILLINOIS.

B. Permanent Easement Area
Affects PIN: 02-08-104-079

Permanent Easement Area: The Grantor, for itself and its successors and assigns, conveys and grants to the Grantee, its successors and assigns, a permanent, perpetual, non-exclusive easement over, under, in, along, across and upon the Permanent Easement Area of the Property for the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation, inspection and/or repair of the Storm Sewer Pipe in Permanent Easement Area, as well as for access to the exterior wall of Grantee's building (which is located on the lot line dividing Grantor's and Grantee's property adjacent to the Easement Area) for construction and maintenance purposes. This Permanent Easement and other rights conferred to the Grantee by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and respective successors and assigns. In regard to the Permanent Easement Area and the permanent, perpetual, non-exclusive rights granted by the Grantor to the Grantee, the Parties further agree as follows:

- a. All rights, title and interest in and to the Permanent Easement Area which may be used and enjoyed without interfering with the rights conveyed by this Agreement to the Grantee are reserved to the Grantor, provided, however, that the Grantor shall not itself, or allow another to, install, place, construct, reconstruct, maintain, rehabilitate, operate, and/or repair any structures, improvements or other encumbrances which cause or which in the Grantee's reasonable determination may cause, contribute or lead to damage to or interference with the Storm Sewer Pipe placed or to be placed within the Permanent Easement Area; or develop, landscape or beautify and portion of the Permanent Easement Area in any way which would unreasonably or materially increase the costs to the Grantee of installing, placing, construction, reconstructing, maintaining, rehabilitating, operating, and/or repairing the Storm Sewer Pipe. If any of the Storm Sewer Pipe within the Permanent Easement Area of the Grantee's other improvements or personal property are removed or damaged by the Grantor or its employees, agents and contractor(s) or other invitees or permittees of the Grantor, the Grantor, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such Storm Sewer Pipe or other improvements or personal property to its original, existing condition immediately prior to such removal or damage using like-kind and like-quality materials.
- b. If the Grantor's improvements within the Permanent Easement Area or elsewhere within the Grantor's Property are removed or damaged by the Grantee or its employees, agents and contractor(s) or other invitees or permittees of the Grantee in exercising its easement rights, the Grantee, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such improvements to its original, existing condition immediately prior to such removal or damage using like-kind and like-quality materials.
- c. The Grantor hereby agrees that the Grantor will not receive any monetary compensation from the Grantee for the grant of this permanent, perpetual, non-exclusive easement rights to the Grantee within the Permanent Easement Area.

**C. Temporary Construction Easement Area:
Affects PIN: 02-08-104-079**

Temporary Construction Easement Area: The Grantor agrees that the Grantee and its employees, consultants and contractors may use the following described property, to wit:

THAT PART OF LOT 5 COUNTY CLERKS SUBDIVISION OF THE VILLAGE OF ANTIOCH ALL IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING IN THE CENTER OF THE FOX RIVER ROAD (ILLINOIS ROUTE 83) ON THE WESTERLY LINE OF AND (152.8 FEET DEED) 142.80 FEET MEASURE SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 5 IN COUNTY CLERKS SUBDIVISION; THENCE SOUTH 6 DEGREES 00 MINUTES 00 SECONDS WEST ON THE WESTERLY LINE OF SAID LOT 5 AND THE CENTERLINE OF ILLINOIS ROUTE 83 (162.8 FEET DEED) 151.15 FEET MEASURE TO THE NORTH LINE EXTENDED WESTERLY OF LIBERTY STREET, NOW CALLED WILLIAMS DRIVE AS SHOWN BY THE PLAT OF EDGAR B. WILLIAMS' RE-SUBDIVISION; THENCE (NORTH 84 DEGREES 56 MINUTES EAST DEED) NORTH 85 DEGREES 03 MINUTES 59 SECONDS EAST RECORD, (NORTH 84 DEGREES 44 MINUTES 12 SECONDS EAST MEASURE) 321.80 FEET RECORD, 322.78 FEET MEASURED, ON THE NORTH LINE OF WILLIAMS DRIVE TO THE SOUTHWEST CORNER OF LAND TRANSFERRED TO THE VILLAGE OF ANTIOCH BY DOCUMENT NUMBER 1327225 RECORDED JANUARY 17, 1967 TO THE POINT OF BEGINNING; THENCE (NORTH 1 DEGREES 07 MINUTES 13 SECONDS WEST DEED) NORTH 0 DEGREES 59 MINUTES 14 SECONDS RECORD, (NORTH 01 DEGREES 39 MINUTES 16 SECONDS WEST MEASURE) ON THE WEST LINE OF LAND TRANSFERRED BY DOCUMENT NUMBER 1327225 A DISTANCE OF 158.15 FEET RECORD (158.28 FEET MEASURED); THENCE NORTH 89 DEGREES 09 MINUTES 48 SECONDS WEST (NORTH 89 DEGREES 07 MINUTES 09 SECONDS WEST MEASURED) ON A SOUTHERLY LINE OF LAND TRANSFERRED BY DOCUMENT 1327225 A DISTANCE OF 23.92 FEET; THENCE SOUTH 9 DEGREES 25 MINUTES 04 SECONDS WEST RECORD, (SOUTH 08 DEGREES 45 MINUTES 21 SECONDS WEST MEASURED) 165.34 FEET RECORD (165.45 FEET MEASURED) TO THE NORTH LINE OF WILLIAMS DRIVE; THENCE NORTH 85 DEGREES 03 MINUTES 59 SECONDS EAST RECORD (NORTH 84 DEGREES 44 MINUTES 12 SECONDS EAST MEASURED) ON THE NORTH LINE OF WILLIAMS DRIVE 53.90 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

as shown on Plat of Storm Sewer Easement as a temporary, non-exclusive construction easement for the installation, placement, replacement, construction-staging of equipment and materials, reconstruction, maintenance, rehabilitation, operation, inspection and/or repair of the Storm Sewer Pipe in the Permanent Easement Area pursuant to the terms of this Agreement (the "Temporary Construction Easement Area") as well as for access to the exterior wall of Grantee's building (which is located on the lot line dividing Grantor's and Grantee's property and adjacent to the Easement Area) for construction purposes and agree that the Grantor will not receive any monetary compensation from the Grantee for the grant of the temporary use of non-exclusive easement rights to the Grantee within the Temporary Construction Easement Area.

D. Owners' Authority:

The Grantor represents and warrants to the Grantee, as a material inducement for the Grantee entering into this Agreement, that the Grantor has the full and unconditional authority to enter into this Agreement.

In consideration for the obligations and rights set forth in this Agreement, the Grantee and the Grantor agree as follows:

EASEMENT TERMS

1. Terms of Easements.

- A. The term of the Permanent Easement within the Permanent Easement Area shall be perpetual, and shall commence on the date that the last signatory signs this Agreement, provided that all signatories execute this Agreement, and shall terminate only upon mutual written consent of the Parties or their successors and assigns.
- B. The term of the Temporary Construction Easement within the Temporary Construction Easement Area shall, commence on the date that the last signatory signs this Agreement, provided that all signatories execute this Agreement, and shall terminate eighteen (18) months from the date construction commences for the installation

of the Storm Sewer Pipe, December 31, 2024, or upon mutual written consent of the Parties or their successors and assigns, whichever event occurs first. The Temporary Construction Easement Area shall only be used by the Grantee and its contractors for the purposes set forth in this Agreement and each time that the Grantee uses the Temporary Construction Easement Area, the duration of such use shall be limited to the time period necessary to complete the work to construct, install and inspect the Storm Sewer Pipe.

2. Grant of Easements.

A. Permanent Easement Area: The Grantor, for itself and its successors and assigns, conveys and grants to the Grantee, its successors and assigns, a permanent, perpetual, non-exclusive easement over, under, in, along, across and upon the Permanent Easement Area of the Grantor Property for the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Storm Sewer Pipe in the Permanent Easement Area as well as for access to the exterior wall of Grantee's building (which is located on the lot line dividing Grantor's and Grantee's property and adjacent to the Easement Area) for construction and maintenance purposes. This Permanent Easement and other rights conferred to the Grantee by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. In regard to the Permanent Easement Area and the permanent, perpetual, non-exclusive easement rights granted by the Grantor to the Grantee, the Parties further agree as follows:

- a. All rights, title and interest in and to the Permanent Easement Area which may be used and enjoyed without interfering with the rights conveyed by this Agreement to the Grantee are reserved to the Grantor, provided, however, that the Grantor shall not itself, or allow another to, install, place, construct, reconstruct, maintain, rehabilitate, operate and/or repair any structures, improvements or other encumbrances which cause or which in the Grantee's reasonable determination may cause, contribute or lead to damage to or interference with the Storm Sewer Pipe placed or to be placed within the Permanent Easement Area; or develop, landscape or beautify any portion of the Permanent Easement Area in any way which would unreasonably or materially increase the costs to the Grantee of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Storm Sewer Pipe. If any of the Storm Sewer Pipe within the Permanent Easement Area or the Grantee's other improvements or personal property are removed or damaged by the Grantor or its employees, agents and contractor(s) or other invitees or permittees of the Grantor, the Grantor, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such Storm Sewer Pipe or other improvements or personal property to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials. The Grantor does not warrant or guaranty that the replacement materials will be an exact match in terms of color, texture, finish, or quality.
- b. If the Grantor's improvements within the Permanent Easement Area or elsewhere within the Grantor's Property are removed or damaged by the Grantee or its employees, agents and contractor(s) or other invitees or permittees of the Grantee in exercising its easement rights, the Grantee, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such improvements to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.

B. Temporary Construction Easement Area: The Grantor, for itself and its successors and assigns, conveys and grants to the Grantee, its successors and assigns, a temporary, non-exclusive easement over, under, in, along, across and upon the Temporary Construction Easement Area of the Grantor's Property for the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation, inspection and/or repair of the Storm Sewer Pipe in the Temporary Construction Easement Area as well as for access to the exterior wall of Grantee's building (which is located on the lot line dividing Grantor's and Grantee's property and adjacent to the Easement Area) for construction purposes. This Temporary Construction Easement and other rights conferred to the Grantee by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. In regard to the Temporary Construction Easement Area and the permanent, perpetual, non-exclusive easement rights granted by the Grantor to the Grantee, the Parties further agree as follows:

- a. All rights, title and interest in and to the Temporary Construction Easement Area which may be used and

enjoyed without interfering with the rights conveyed by this Agreement to the Grantee are reserved to the Grantor, provided, however, that the Grantor shall not itself, or allow another to, install, place, construct, reconstruct, maintain, rehabilitate, operate and/or repair any structures, improvements or other encumbrances which cause, contribute or lead to damage to or interference with the Storm Sewer Pipe placed or to be placed within the Temporary Construction Easement Area; or develop, landscape or beautify any portion of the Temporary Construction Easement Area in any way which would unreasonably or materially increase the costs to the Grantee of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Storm Sewer Pipe. If any of the Storm Sewer Pipe within the Temporary Construction Easement Area or the Grantee's other improvements or personal property are removed or damaged by the Grantor or its employees, agents and contractor(s) or other invitees or permittees of the Grantor, the Grantor, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such Storm Sewer Pipe or other improvements or personal property of the Grantee to its/their original, existing condition immediately prior to such removal or damage using "like-kind" and "like-quality" materials. The Grantee does not warrant or guaranty that the replacement materials will be an exact match in terms of color, texture, finish, or quality.

- b. If the Grantor's improvements within the Temporary Construction Easement Area or elsewhere within the Grantor's Property are removed or damaged by the Grantee or its employees, agents and contractor(s) or other invitees or permittees of the Grantee in exercising its easement rights, the Grantee, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such improvements to its original, existing condition immediately prior to such removal or damage using "like-kind" and "like-quality" materials. The Grantee does not warrant or guaranty that the replacement materials will be an exact match in terms of color, texture, finish, or quality.
 - C. Access to Easement Areas: The Grantee, and its employees, agents and contractor(s) and any governmental or regulatory agency personnel with oversight authority of the Grantee or the Storm Sewer Pipe, shall be permitted to access and travel with their equipment upon and over the Grantor's Property to access the Permanent Easement Area and the Temporary Construction Easement Area (collectively the "Easement Area" or "Easement Areas") on an as-needed basis for purposes of inspecting, installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Storm Sewer Pipe.
 - D. Obligations for Own Improvements: Each Party shall be responsible for maintaining, repairing and insuring its own improvements located within the Easement Area.
3. **Grantee's Use of Easement Areas.** The following general conditions shall apply to Grantee's use of the Easement Areas:
- A. The Grantee, at its own expense, shall procure and maintain, prior to entry upon the Grantor's Property, all licenses, consents, permits, authorizations and other approvals required from any federal, state, county or local governmental authority or any regulatory agency with oversight authority in connection with the inspection, installation, placement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Easement Area and the Storm Sewer Pipe, and the Grantee shall comply with all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Areas, the Storm Sewer Pipe or the Grantee's operations. The Grantor may, from time to time, request reasonable evidence that all such governmental or regulatory approvals have been obtained by the Grantee and are in full force and effect. In no event shall the Grantee seek any governmental or regulatory approvals that may affect in any way the Grantor's operations, including without limitation any zoning approvals, without in each instance obtaining the Grantor's prior written consent, which consent may be granted or withheld in the Grantor's sole discretion.
 - B. Except as specifically provided in this Agreement and recognizing that some disruption of use will occur if the Grantee or its contractor uses the Easement Areas to perform any work covered by this Agreement, the Grantee's use of the Easement Areas shall be conducted in a manner that does not conflict or interfere with the Grantor's current access to and use and operations at or on the Grantor's Property.
 - C. The Grantee agrees to not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be filed or asserted against the Easement Areas, Grantor's Property, or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of the Grantee or its officials, employees,

agents and contractor(s) or other invitees or permittees. In the event any such lien or claim for lien is issued or filed against title to the Grantor's Property, the Grantee, at its cost, will immediately remedy and obtain a release of the lien or claim, and if necessary, shall file the release of lien or claim with the Lake County Recorder of Deeds Office.

4. **Indemnification.** The Parties agree as follows:

- A. The Grantee agrees to indemnify and hold harmless the Grantor and its officers, employees, agents, contractor(s), invitees or permittees, successors and assigns (collectively the "Grantor's Affiliates") from and against all claims, demands, liabilities, losses, judgments, settlements, administrative and litigation costs and expenses (including reasonable attorney's fees) which may arise by reason of the Grantee's use of the Grantor's Property, or relating to the Storm Sewer Pipe within the Easement Area except for those acts attributable to the Grantor's or the Grantor's Affiliates' accidental or intentional obstruction, damage or destruction of the Storm Sewer Pipe, the negligence or improper act of the Grantor or Grantor's Affiliates, or the Grantor's default or violation of this Agreement. Any entry onto the Grantor's Property by the Grantee, or its appointed or elected officials, employees, agents, contractor(s), invitees, permittees, successors, and assigns shall be at such person's sole risk, and the Property Grantors make no representations or warranties of any kind whatsoever regarding the Grantor's Property or the condition of the Grantor's Property (including, without limitation, the environmental condition thereof).
- B. The Grantor agrees to indemnify and hold harmless the Grantee and its elected and appointed officials, employees, agents, volunteers, contractor(s), invitees, permittees, successors and assigns (collectively the "Grantee Affiliates") from and against all claims, demands, liabilities, losses, judgments, settlements, administrative and litigation costs and expenses (including reasonable attorney's fees) which may arise by reason of the Grantor's use of the Easement Area, or relating to the Storm Sewer Pipe within the Easement Area except for those acts attributable to the Grantee's or the Grantee Affiliates' accidental or intentional obstruction, damage or destruction of the Storm Sewer Pipe, the negligence or improper act of the Grantee or the Grantee Affiliates, or the Grantee's default or violation of this Agreement.
5. **Assignment.** This Agreement, and the rights and obligations of the Parties set forth in this Agreement, shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns, and the owner and successor owners of the Grantor's Property, from time to time.
6. **Entire Agreement.** The terms, exhibits and addenda, if any, herein contain the entire agreement between the Grantor and the Grantee regarding the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement.

GRANTOR:

VILLAGE OF ANTIOCH, Lake County, Illinois,
an Illinois municipal corporation

GRANTEE:

THE BOARD OF LIBRARY TRUSTEES OF THE
ANTIOCH PUBLIC LIBRARY DISTRICT, Lake County,
Illinois

By:

Village President

By:

President

ATTEST:

ATTEST:

Village Clerk

Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATION

(Village of Antioch)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the President of the Village of Antioch, and _____, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Village President, and Village Clerk, they signed and delivered the said instrument, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the Village of Antioch, and as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this ____ day of _____, 2022.

Notary Public

CERTIFICATION

(The Board of Library Trustees of the Antioch Public Library District)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the President of the Board of Library Trustees of the Antioch Public Library District, and _____, personally known to me to be the Secretary of said Board of Library Trustees, and personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Library Board President, and Library Board Secretary, they signed and delivered the said instrument, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the Board of Library Trustees of the Antioch Public Library District, and as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2022.

Notary Public

EXHIBIT "A"

**Plat of Storm Water Easement
dated June 3, 2021 and prepared by IMEG Corp.**

(attached)

PERMANENT STORM SEWER EASEMENT (PE)

COMMENCING IN THE CENTER OF FOX RIVER ROAD ON THE WESTERLY LINE OF AND 102.8 FEET SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID LOT AND THE CENTER LINE OF FOX RIVER ROAD TO THE NORTH LINE EXTENDED WESTERLY OF LIBERTY STREET AS SHOWN BY THE PLAT OF EDGAR WILLIAMS RE-SUBDIVISION; THENCE NORTH 84 DEGREES 56 MINUTES EAST, 32.6 FEET (NORTH 84 DEGREES 44 MINUTES 12 SECONDS EAST 33.59 FEET, MEASURED), TO THE INTERSECTION OF THE NORTH LINE OF LIBERTY STREET WITH THE EAST LINE OF FOX RIVER ROAD; THENCE CONTINUING NORTH 84 DEGREES 56 MINUTES EAST, (NORTH 84 DEGREES 44 MINUTES 12 SECONDS EAST, MEASURED), ALONG THE NORTH LINE OF LIBERTY STREET, 235.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH EASTERLY ALONG SAID NORTH LINE OF LIBERTY ST. (NOW KNOWN AS WILLIAMS ST.), 10.31 FEET, THENCE NORTH 08 DEGREES 45 MINUTES 21 SECONDS EAST, 184.34 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 09 SECONDS WEST 10.10 FEET; THENCE SOUTH 08 DEGREES 45 MINUTES 21 SECONDS WEST 185.45 FEET TO THE NORTH LINE OF SAID LIBERTY ST., (NOW KNOWN AS WILLIAMS ST.), AND THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT (TE)

COMMENCING IN THE CENTER OF THE FOX RIVER ROAD (ILLINOIS ROUTE 83) ON THE WESTERLY LINE OF AND (152.8 FEET DEED) 142.80 FEET MEASURE SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 5 IN COUNTY CLERKS SUBDIVISION; THENCE SOUTH 6 DEGREES 09 MINUTES 00 SECONDS WEST ON THE WESTERLY LINE OF SAID LOT 5 AND THE CENTERLINE OF ILLINOIS ROUTE 83 (162.8 FEET DEED) 151.15 FEET MEASURE TO THE NORTH LINE EXTENDED WESTERLY OF LIBERTY STREET, NOW CALLED WILLIAMS DRIVE AS SHOWN BY THE PLAT OF EDGAR B. WILLIAMS' RE-SUBDIVISION; THENCE (NORTH 84 DEGREES 56 MINUTES EAST DEED) NORTH 85 DEGREES 03 MINUTES 59 SECONDS EAST RECORD, (NORTH 84 DEGREES 44 MINUTES 12 SECONDS EAST MEASURE) 321.80 FEET RECORD, 322.78 FEET MEASURED, ON THE NORTH LINE OF WILLIAMS DRIVE TO THE SOUTHWEST CORNER OF LAND TRANSFERRED TO THE VILLAGE OF ANTIOCH BY DOCUMENT NUMBER 1327225 RECORDED JANUARY 17, 1987 TO THE POINT OF BEGINNING; THENCE (NORTH 1 DEGREES 07 MINUTES 13 SECONDS WEST DEED) NORTH 0 DEGREES 59 MINUTES 14 SECONDS RECORD, (NORTH 01 DEGREES 39 MINUTES 16 SECONDS WEST MEASURE) ON THE WEST LINE OF LAND TRANSFERRED BY DOCUMENT NUMBER 1327225 A DISTANCE OF 158.15 FEET RECORD (158.28 FEET MEASURED); THENCE NORTH 89 DEGREES 09 MINUTES 48 SECONDS WEST (NORTH 89 DEGREES 07 MINUTES 09 SECONDS WEST MEASURED) ON A SOUTHERLY LINE OF LAND TRANSFERRED BY DOCUMENT 1327225 A DISTANCE OF 23.92 FEET; THENCE SOUTH 9 DEGREES 25 MINUTES 04 SECONDS WEST RECORD, (SOUTH 08 DEGREES 45 MINUTES 21 SECONDS WEST MEASURED) 185.34 FEET RECORD (185.45 FEET MEASURED) TO THE NORTH LINE OF WILLIAMS DRIVE; THENCE NORTH 85 DEGREES 03 MINUTES 59 SECONDS EAST RECORD (NORTH 84 DEGREES 44 MINUTES 12 SECONDS EAST MEASURED) ON THE NORTH LINE OF WILLIAMS DRIVE 53.90 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

STATE OF ILLINOIS)

I, THEODORE E. MORRILL, AN ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR WITH IMEG CORP. DO HEREBY CERTIFY THAT THE PLAT OF EASEMENT HEREON HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION, FROM EXISTING PLATS AND RECORDS AND IS A CORRECT REPRESENTATION THEREOF.

BY: _____
ILLINOIS PROFESSIONAL LAND
SURVEYOR NO. 35-3395
LICENSE EXPIRES 11-30-22

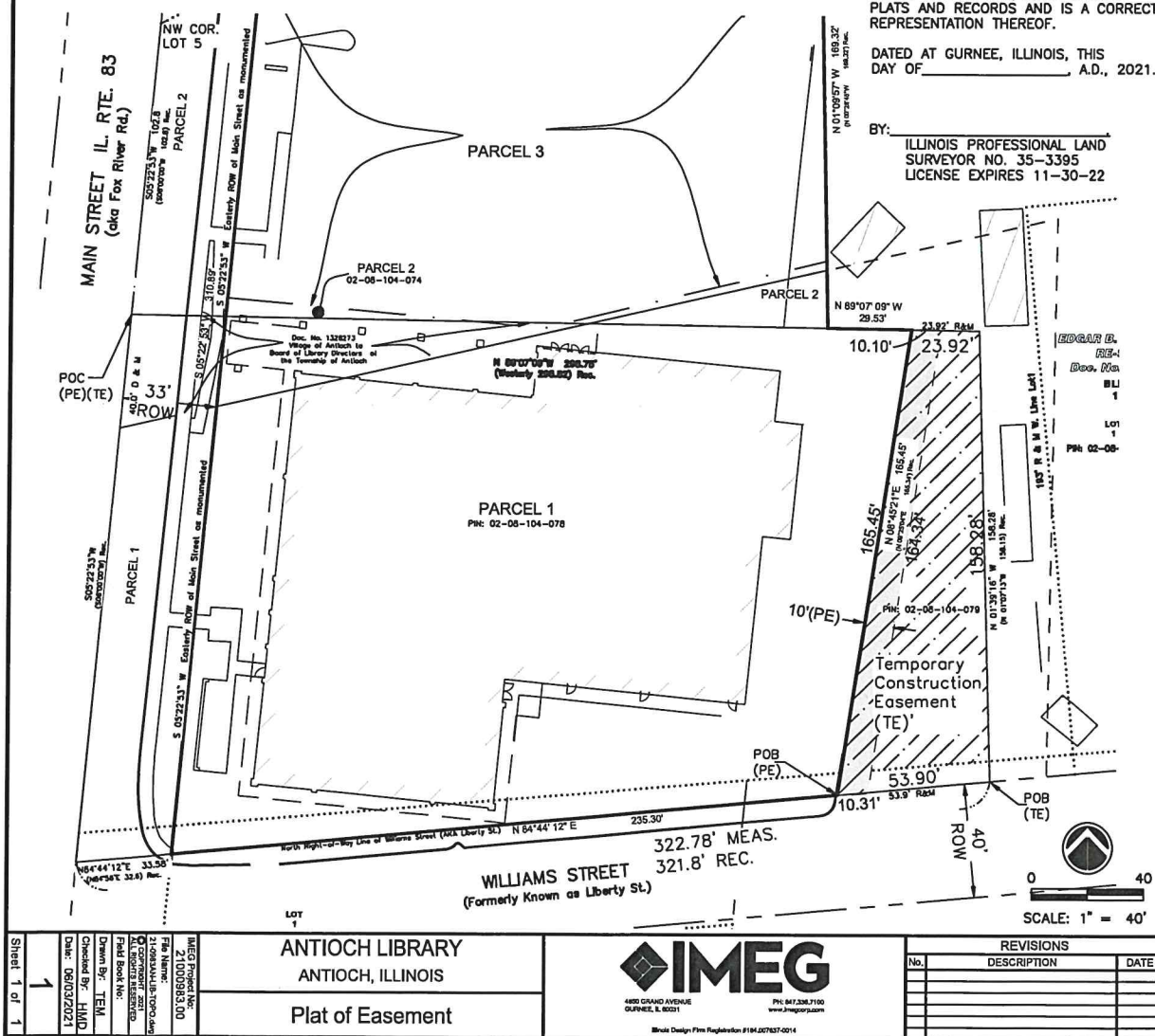


EXHIBIT B

PARKING EASEMENT AGREEMENT

(Attached)

Motor Vehicle Easement Agreement

Property Address:

Approximately 741 Main Street
(Ill. Rte. 83, a/k/a Fox River Road)
Antioch, Illinois 60002
PIN: 02-08-104-075

*This Agreement was prepared by and
upon recording should be returned to:*

E. Kenneth Friker, Esq.
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Ave., Suite 10
Orland Park, Illinois 60462

Recorder's Office Filing Stamp Space Above

MOTOR VEHICLE PARKING EASEMENT AGREEMENT

This Motor Vehicle Easement Agreement ("Agreement") is entered into this ____ day of _____, 2022 between the Village of Antioch, an Illinois municipal corporation ("Grantor") and the Board of Library Trustees of the Antioch Public Library District, Lake County, Illinois, ("Grantee") for the purpose of providing for the installation, placement, replacement, construction, reconstruction, maintenance, rehabilitation, operation, inspection and/or repair of motor vehicle parking lot ("Parking Lot"), as defined in Recital A. below, within the "Permanent Easement Area," defined in Recital B. below, and for the purpose of constructing and installing the Parking Lot within the "Temporary Construction Easement Area" defined in Recital C. below, pursuant to the terms and conditions set forth in this Agreement.

RECITALS

- A. The Grantor is the sole owner of real property with a common address of 741 Main Street (Ill. Rte. 83, a/k/a Fox River Road) located in Antioch, Illinois and legally described as follows:

THAT PART OF A PARCEL OF LAND DESCRIBED PER DOCUMENT NO. 1327225, BEING PART OF LOT 5 IN COUNTY CLERK'S SUBDIVISION OF THE VILLAGE OF ANTIOCH, ALL IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A PARCEL OF LAND DESCRIBED PER DOCUMENT NO. 4692117 AND LYING WESTERLY OF THE NORTHERLY EXTENSION OF THE EAST LINE OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCING IN THE CENTER OF THE FOX RIVER ROAD (ILLINOIS ROUTE 83) ON THE WESTERLY LINE OF AND (152.8 FEET DEED) 142.80 FEET MEASURE SOUTHERLY FROM THE NORTHWEST CORNER OF SAID LOT 5 IN COUNTY CLERKS SUBDIVISION; THENCE SOUTH 6 DEGREES 00 MINUTES 00 SECONDS WEST ON THE WESTERLY LINE OF SAID LOT 5 AND THE CENTERLINE OF ILLINOIS ROUTE 83 (162.8 FEET DEED) 151.15 FEET MEASURE TO THE NORTH LINE EXTENDED WESTERLY OF LIBERTY STREET, NOW CALLED WILLIAMS DRIVE AS SHOWN BY THE PLAT OF EDGAR B. WILLIAMS' RESUBDIVISION; THENCE (NORTH 84 DEGREES 56 MINUTES EAST DEED) NORTH 85 DEGREES 03 MINUTES 59 SECONDS EAST MEASURE 321.80 FEET ON THE NORTH LINE OF WILLIAMS DRIVE TO THE SOUTHWEST CORNER OF LAND TRANSFERRED TO THE VILLAGE OF ANTIOCH BY DOCUMENT NUMBER 1327225 RECORDED JANUARY 17, 1967 TO THE POINT OF BEGINNING; THENCE (NORTH 1 DEGREES 07 MINUTES 13 SECONDS WEST DEED) NORTH 0 DEGREES 59 MINUTES 14 SECONDS WEST MEASURE ON THE WEST LINE OF LAND TRANSFERRED BY DOCUMENT NUMBER 1327225 A DISTANCE OF 158.15 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 48 SECONDS WEST ON A SOUTHERLY LINE OF LAND TRANSFERRED BY DOCUMENT 1327225 A DISTANCE OF 23.92 FEET; THENCE SOUTH 9 DEGREES 25 MINUTES 04 SECONDS WEST 165.34 FEET TO THE NORTH LINE OF WILLIAMS DRIVE; THENCE NORTH 85 DEGREES 03 MINUTES 59 SECONDS EAST ON THE NORTH LINE OF WILLIAMS DRIVE 53.90 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Property Index Number (PIN): 02-08-104-075.

This parcel is hereinafter referred to as the "Grantor's Property."

During the term of this Agreement, the Grantee will, install, place, replace, construct, reconstruct, maintain, rehabilitate, operate, inspect and/or repair the Parking Lot, including, but not limited to, any other related personal property, infrastructure and equipment over, under, in, along, across and upon a portion of the Grantor's Property, which is located within and under the Permanent Easement Area as shown on a Plat of Parking Area Easement dated May 24, 2021, and prepared by IMEG Corp. (attached to this Agreement as Exhibit "A") and the Permanent Easement Area is legally

described as follows:

PERMANENT PARKING AREA EASEMENT (PE)

THAT PART OF LOT 5 IN COUNTY CLERK'S SUBDIVISION OF THE VILLAGE OF ANTIOCH (BEING A SUBDIVISION OF PARTS OF SECTION 7, 8, 17 AND 18, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 20, 1907 AS DOCUMENT NUMBER 112577, IN BOOK "G" OF PLATS, PAGES 76 TO 81 IN LAKE COUNTY, ILLINOIS), DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5, BEING A POINT ON THE CENTER OF THE FOX RIVER ROAD (ILLINOIS ROUTE 83); THENCE SOUTH 6 DEGREES 00 MINUTES 00 SECONDS WEST, (SOUTH 5 DEGREES 22 MINUTES 53 SECONDS, WEST MEASURED) ON THE CENTERLINE OF ILLINOIS ROUTE 83 AND THE WESTERLY LINE OF SAID LOT 5 A DISTANCE OF 102.8 FEET TO THE NORTHWEST CORNER OF LAND TRANSFERRED TO THE ANTIOCH LIBRARY BY DOCUMENT 1328273 RECORDED FEBRUARY 1, 1967; THENCE SOUTH 89 DEGREES 10 MINUTES 47 SECONDS EAST, (SOUTH 89 DEGREES 07 MINUTES 09 SECONDS EAST MEASURED) ON THE NORTH LINE OF LAND TRANSFERRED BY DOCUMENT 1328273, A DISTANCE OF 160.17 FEET, (160.67 FEET, MEASURED), TO THE EASTERLY CORNER OF DOCUMENT NUMBER 1328273; THENCE CONTINUING SOUTH 89 DEGREES 10 MINUTES 20 SECONDS EAST (SOUTH 89 DEGREES 07 MINUTES 09 SECONDS MEASURED) 84.33 FEET;

THENCE NORTH 0 DEGREES 28 MINUTES 45 SECONDS WEST, (NORTH 01 DEGREES 09 MINUTES 57 SECONDS WEST MEASURED), 125.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 28 MINUTES 45 SECONDS WEST (NORTH 01 DEGREES 09 MINUTES 57 SECONDS WEST, MEASURED), 44.11 FEET; THENCE NORTH 76 DEGREES 56 MINUTES 57 SECONDS EAST, (NORTH 77 DEGREES 03 MINUTES 58 SECONDS EAST, MEASURED) 10.21 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 45 SECONDS EAST, (SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, MEASURED) 46.20 FEET; THENCE WEST PERPENDICULAR TO LAST COURSE 10.00 FEET, TO THE POINT OF BEGINNING, LAKE COUNTY, ILLINOIS.

**B. Permanent Easement Area
Affects PIN: 02-08-104-075**

Permanent Easement Area: The Grantor, for itself and its successors and assigns, conveys and grants to the Grantee, its successors and assigns, a permanent, perpetual, non-exclusive easement over, under, in, along, across and upon the Permanent Easement Area of the Property for the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation, inspection and/or repair of the Parking Lot in Permanent Easement Area. This Permanent Easement and other rights conferred to the Grantee by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and respective successors and assigns. In regard to the Permanent Easement Area and the permanent, perpetual, non-exclusive rights granted by the Grantor to the Grantee, the Parties further agree as follows:

- a. All rights, title and interest in and to the Permanent Easement Area which may be used and enjoyed without interfering with the rights conveyed by this Agreement to the Grantee are reserved to the Grantor, provided, however, that the Grantor shall not itself, or allow another to, install, place, construct, reconstruct, maintain, rehabilitate, operate, and/or repair any structures, improvements or other encumbrances which cause or which in the Grantee's reasonable determination may cause, contribute or lead to damage to or interference with the Parking Lot placed or to be placed within the Permanent Easement Area; or develop, landscape or beautify and portion of the Permanent Easement Area in any way which would unreasonably or materially increase the costs to the Grantee of installing, placing, construction, reconstructing, maintaining, rehabilitating, operating, and/or repairing the Parking Lot. If any of the Parking Lot within the Permanent Easement Area of the Grantee's other improvements or personal property are removed or damaged by the Grantor or its employees, agents and contractor(s) or other invitees or permittees of the Grantor, the Grantor, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such Parking Lot or other improvements or personal property to its original, existing condition immediately prior to such removal or damage using like-kind and like-quality materials.
- b. If the Grantor's improvements within the Permanent Easement Area or elsewhere within the Grantor's Property are removed or damaged by the Grantee or its employees, agents and contractor(s) or other invitees or permittees of the Grantee in exercising its easement rights, the Grantee, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such improvements to

its original, existing condition immediately prior to such removal or damage using like-kind and like-quality materials.

- c. The Grantor hereby agrees that the Grantor will not receive any monetary compensation from the Grantee for the grant of this permanent, perpetual, non-exclusive easement rights to the Grantee within the Permanent Easement Area.

**C. Temporary Construction Easement Area:
Affects PIN: 02-08-104-075**

Temporary Construction Easement Area: The Grantor agrees that the Grantee and its employees, consultants and contractors may use the following described property, to wit:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5, BEING A POINT ON THE CENTER OF THE FOX RIVER ROAD (ILLINOIS ROUTE 83); THENCE SOUTH 6 DEGREES 00 MINUTES 00 SECONDS WEST, (SOUTH 5 DEGREES 22 MINUTES 53 SECONDS, WEST MEASURED) ON THE CENTERLINE OF ILLINOIS ROUTE 83 AND THE WESTERLY LINE OF SAID LOT 5 A DISTANCE OF 102.8 FEET TO THE NORTHWEST CORNER OF LAND TRANSFERRED TO THE ANTIOCH LIBRARY BY DOCUMENT 1328273 RECORDED FEBRUARY 1, 1967; THENCE SOUTH 89 DEGREES 10 MINUTES 47 SECONDS EAST, (SOUTH 89 DEGREES 07 MINUTES 09 SECONDS EAST MEASURED) ON THE NORTH LINE OF LAND TRANSFERRED BY DOCUMENT 1328273, A DISTANCE OF 160.17 FEET, (160.67 FEET MEASURED), TO THE EASTERLY CORNER OF DOCUMENT NUMBER 1328273; THENCE CONTINUING SOUTH 89 DEGREES 10 MINUTES 20 SECONDS EAST (SOUTH 89 DEGREES 07 MINUTES 09 SECONDS MEASURED) 84.33 FEET;

THENCE NORTH 0 DEGREES 28 MINUTES 45 SECONDS WEST, (NORTH 01 DEGREES 09 MINUTES 57 SECONDS WEST MEASURED), 115.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 28 MINUTES 45 SECONDS WEST (NORTH 01 DEGREES 09 MINUTES 57 SECONDS WEST, MEASURED), 64.33 FEET; THENCE NORTH 76 DEGREES 56 MINUTES 57 SECONDS EAST, (NORTH 77 DEGREES 03 MINUTES 58 SECONDS EAST, MEASURED) 20.43 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 45 SECONDS EAST, (SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, MEASURED) 68.49 FEET; THENCE WEST PERPENDICULAR TO LAST COURSE 20.00 FEET, TO THE POINT OF BEGINNING, LAKE COUNTY, ILLINOIS.

As shown on Plat of Parking Area Easement as a temporary, non-exclusive construction easement for the installation, placement, replacement, construction-staging of equipment and materials, reconstruction, maintenance, rehabilitation, operation, inspection and/or repair of the Parking Lot in the Permanent Easement Area pursuant to the terms of this Agreement (the "Temporary Construction Easement Area") and agree that the Grantor will not receive any monetary compensation from the Grantee for the grant of the temporary use of non-exclusive easement rights to the Grantee within the Temporary Construction Easement Area.

D. Owners' Authority:

The Grantor represents and warrants to the Grantee, as a material inducement for the Grantee entering into this Agreement, that the Grantor has the full and unconditional authority to enter into this Agreement.

In consideration for the obligations and rights set forth in this Agreement, the Grantee and the Grantor agree as follows:

EASEMENT TERMS

1. Terms of Easements.

- A. The term of the Permanent Easement within the Permanent Easement Area shall be perpetual, and shall commence on the date that the last signatory signs this Agreement, provided that all signatories execute this Agreement, and shall terminate only upon mutual written consent of the Parties or their successors and assigns.
- B. The term of the Temporary Construction Easement within the Temporary Construction Easement Area shall, commence on the date that the last signatory signs this Agreement, provided that all signatories execute this Agreement, and shall terminate eighteen (18) months from the date construction commences for the installation of the Parking Lot, December 31, 2025 or upon mutual written consent of the Parties or their successors and

assigns, whichever event occurs first. The Temporary Construction Easement Area shall only be used by the Grantee and its contractors for the purposes set forth in this Agreement and each time that the Grantee uses the Temporary Construction Easement Area, the duration of such use shall be limited to the time period necessary to complete the work to construct, install and inspect the Parking Lot.

2. Grant of Easements.

- A. Permanent Easement Area: The Grantor, for itself and its successors and assigns, conveys and grants to the Grantee, its successors and assigns, a permanent, perpetual, non-exclusive easement over, under, in, along, across and upon the Permanent Easement Area of the Grantor Property for the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Parking Lot in the Permanent Easement Area. This Permanent Easement and other rights conferred to the Grantee by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. In regard to the Permanent Easement Area and the permanent, perpetual, non-exclusive easement rights granted by the Grantor to the Grantee, the Parties further agree as follows:
- a. All rights, title and interest in and to the Permanent Easement Area which may be used and enjoyed without interfering with the rights conveyed by this Agreement to the Grantee are reserved to the Grantor, provided, however, that the Grantor shall not itself, or allow another to, install, place, construct, reconstruct, maintain, rehabilitate, operate and/or repair any structures, improvements or other encumbrances which cause or which in the Grantee's reasonable determination may cause, contribute or lead to damage to or interference with the Parking Lot placed or to be placed within the Permanent Easement Area; or develop, landscape or beautify any portion of the Permanent Easement Area in any way which would unreasonably or materially increase the costs to the Grantee of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Parking Lot. If any of the Parking Lot within the Permanent Easement Area or the Grantee's other improvements or personal property are removed or damaged by or its employees, agents and contractor(s) or other invitees or permittees of the Grantor, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such Parking Lot or other improvements or personal property to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.
 - b. If the Grantor's improvements within the Permanent Easement Area or elsewhere within the Grantor's Property are removed or damaged by the Grantee or its employees, agents and contractor(s) or other invitees or permittees of the Grantee in exercising its easement rights, the Grantee, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such improvements to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.
- B. Temporary Construction Easement Area: The Grantor, for itself and its successors and assigns, conveys and grants to the Grantee, its successors and assigns, a temporary, non-exclusive easement over, under, in, along, across and upon the Temporary Construction Easement Area of the Grantor's Property for the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation, inspection and/or repair of the Parking Lot in the Temporary Construction Easement Area. This Temporary Construction Easement and other rights conferred to the Grantee by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. In regard to the Temporary Construction Easement Area and the permanent, perpetual, non-exclusive easement rights granted by the Grantor to the Grantee, the Parties further agree as follows:
- a. All rights, title and interest in and to the Temporary Construction Easement Area which may be used and enjoyed without interfering with the rights conveyed by this Agreement to the Grantee are reserved to the Grantor, provided, however, that the Grantor shall not itself, or allow another to, install, place, construct, reconstruct, maintain, rehabilitate, operate and/or repair any structures, improvements or other encumbrances which cause or which in the Grantee's reasonable determination may cause, contribute or lead to damage to or interference with the Parking Lot placed or to be placed within the Temporary Construction Easement Area; or develop, landscape or beautify any portion of the Temporary Construction Easement Area in any way which would unreasonably or materially increase the costs to the Grantee of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating

and/or repairing the Parking Lot. If any of the Parking Lot within the Temporary Construction Easement Area or the Grantee's other improvements or personal property are removed or damaged by the Grantor or its employees, agents and contractor(s) or other invitees or permittees of the Grantor, the Grantor, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such Parking Lot or other improvements or personal property of the Grantee to its/their original, existing condition immediately prior to such removal or damage using "like-kind" and "like-quality" materials. The Grantee does not warrant or guaranty that the replacement materials will be an exact match in terms of color, texture, finish or quality.

- b. If the Grantor's improvements within the Temporary Construction Easement Area or elsewhere within the Grantor's Property are removed or damaged by the Grantee or its employees, agents and contractor(s) or other invitees or permittees of the Grantee in exercising its easement rights, the Grantee, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such improvements to its original, existing condition immediately prior to such removal or damage using "like-kind" and "like-quality" materials. The Grantor does not warrant or guaranty that the replacement materials will be an exact match in terms of color, texture, finish or quality.
 - C. Access to Easement Areas: The Grantee, and its employees, agents and contractor(s) and any governmental or regulatory agency personnel with oversight authority of the Grantee or the Parking Lot, shall be permitted to access and travel with their equipment upon and over the Grantor's Property to access the Permanent Easement Area and the Temporary Construction Easement Area (collectively the "Easement Area" or "Easement Areas") on an as-needed basis for purposes of inspecting, installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Parking Lot.
 - D. Obligations for Own Improvements: Each Party shall be responsible for maintaining, repairing and insuring its own improvements located within the Easement Area.
3. **Grantee's Use of Easement Areas.** The following general conditions shall apply to Grantee's use of the Easement Areas:
- A. The Grantee, at its own expense, shall procure and maintain, prior to entry upon the Grantor's Property, all licenses, consents, permits, authorizations and other approvals required from any federal, state, county or local governmental authority or any regulatory agency with oversight authority in connection with the inspection, installation, placement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Easement Area and the Parking Lot, and the Grantee shall comply with all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Areas, the Parking Lot or the Grantee's operations. The Grantor may, from time to time, request reasonable evidence that all such governmental or regulatory approvals have been obtained by the Grantee and are in full force and effect. In no event shall the Grantee seek any governmental or regulatory approvals that may affect in any way the Grantor's operations, including without limitation any zoning approvals, without in each instance obtaining the Grantor's prior written consent, which consent may be granted or withheld in the Grantor's sole discretion.
 - B. Except as specifically provided in this Agreement and recognizing that some disruption of use will occur if the Grantee or its contractor uses the Easement Areas to perform any work covered by this Agreement, the Grantee's use of the Easement Areas shall be conducted in a manner that does not conflict or interfere with the Grantor's current access to and use and operations at or on the Grantor's Property.
 - C. The Grantee agrees to not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be filed or asserted against the Easement Areas, Grantor's Property, or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of the Grantee or its officials, employees, agents and contractor(s) or other invitees or permittees. In the event any such lien or claim for lien is issued or filed against title to the Grantor's Property, the Grantee, at its cost, will immediately remedy and obtain a release the lien or claim, and if necessary, shall file the release of lien or claim with the Lake County Recorder of Deeds Office.
4. **Indemnification.** The Parties agree as follows:
- A. The Grantee agrees to indemnify and hold harmless the Grantor and its officers, employees, agents, contractor(s),

invitees or permittees, successors and assigns (collectively the "Grantor's Affiliates") from and against all claims, demands, liabilities, losses, judgments, settlements, administrative and litigation costs and expenses (including reasonable attorney's fees) which may arise by reason of the Grantee's use of the Grantor's Property, or relating to the Parking Lot within the Easement Area except for those acts attributable to the Grantor's or the Grantor's Affiliates' accidental or intentional obstruction, damage or destruction of the Parking Lot, the negligence or improper act of the Grantor or Grantor's Affiliates, or the Grantor's default or violation of this Agreement. Any entry onto the Grantor's Property by the Grantee, or its appointed or elected officials, employees, agents, contractor(s), invitees, permittees, successors and assigns shall be at such person's sole risk, and the Property Grantors make no representations or warranties of any kind whatsoever regarding the Grantor's Property or the condition of the Grantor's Property (including, without limitation, the environmental condition thereof).

- B. The Grantor agrees to indemnify and hold harmless the Grantee and its elected and appointed officials, employees, agents, volunteers, contractor(s), invitees, permittees, successors and assigns (collectively the "Grantee Affiliates") from and against all claims, demands, liabilities, losses, judgments, settlements, administrative and litigation costs and expenses (including reasonable attorney's fees) which may arise by reason of the Grantor's use of the Easement Area, or relating to the Parking Lot within the Easement Area except for those acts attributable to the Grantee's or the Grantee Affiliates' accidental or intentional obstruction, damage or destruction of the Parking Lot, the negligence or improper act of the Grantee or the Grantee Affiliates, or the Grantee's default or violation of this Agreement.
5. **Assignment.** This Agreement, and the rights and obligations of the Parties set forth in this Agreement, shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns, and the owner and successor owners of the Grantor's Property, from time to time.
6. **Entire Agreement.** The terms, exhibits and addenda, if any, herein contain the entire agreement between the Grantor and the Grantee regarding the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement.

GRANTOR:

VILLAGE OF ANTIOCH, Lake County, Illinois,
an Illinois municipal corporation

GRANTEE:

THE BOARD OF LIBRARY TRUSTEES OF THE
ANTIOCH PUBLIC LIBRARY DISTRICT, Lake County,
Illinois

By: _____
Village President

By: _____
President

ATTEST:

Village Clerk

ATTEST:

Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATION

(Village of Antioch)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the President of the Village of Antioch, and _____, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Village President, and Village Clerk, they signed and delivered the said instrument, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the Village of Antioch, and as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this ____ day of _____, 2022.

Notary Public

CERTIFICATION

(The Board of Library Trustees of the Antioch Public Library District)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the President of the Board of Library Trustees of the Antioch Public Library District, and _____, personally known to me to be the Secretary of said Board of Library Trustees, and personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Library Board President, and Library Board Secretary, they signed and delivered the said instrument, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the Board of Library Trustees of the Antioch Public Library District, and as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2022.

Notary Public

EXHIBIT "A"

**Plat of Parking Area Easement
dated May 24, 2021 and prepared by IMEG Corp.**

(attached)

Plat of Easement

LEGAL DESCRIPTION:

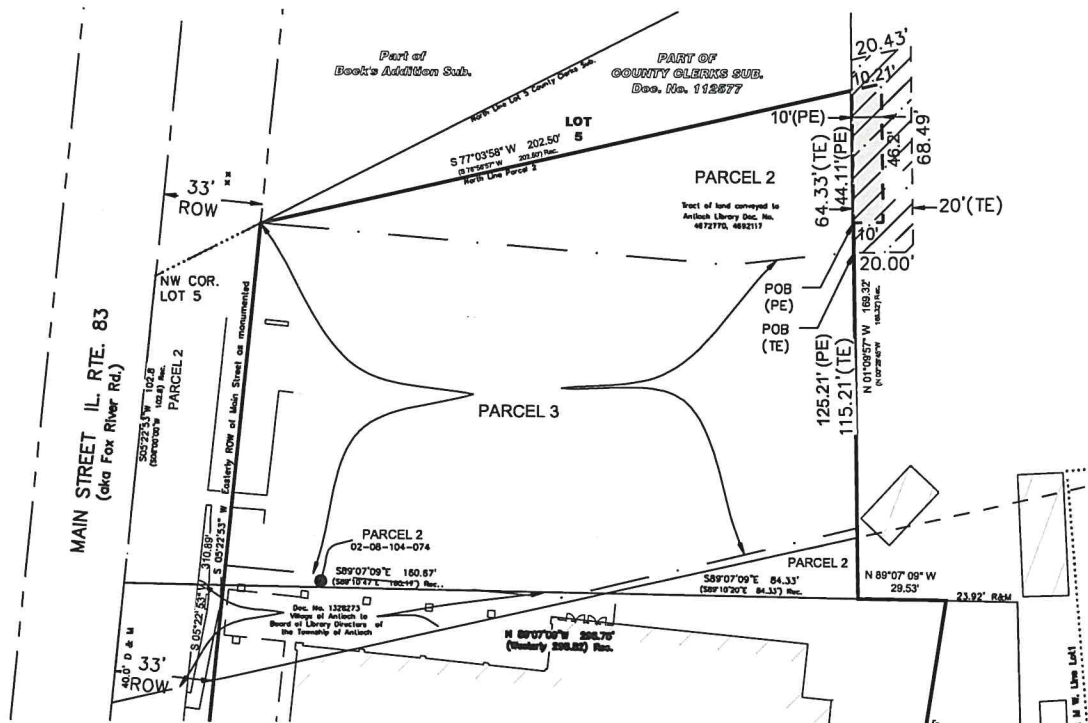
PARKING EASEMENT (PE):

THAT PART OF LOT 5 IN COUNTY CLERK'S SUBDIVISION OF THE VILLAGE OF ANTIOCH (BEING A SUBDIVISION OF PARTS OF SECTION 7, 8, 17 AND 18, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 20, 1907 AS DOCUMENT NUMBER 112577, IN BOOK "G" OF PLATS, PAGES 76 TO 81 IN LAKE COUNTY, ILLINOIS), DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5, BEING A POINT ON THE CENTER OF THE FOX RIVER ROAD (ILLINOIS ROUTE 83); THENCE SOUTH 6 DEGREES 00 MINUTES 00 SECONDS WEST, (SOUTH 5 DEGREES 22 MINUTES 53 SECONDS, WEST MEASURED) ON THE CENTERLINE OF ILLINOIS ROUTE 83 AND THE WESTERLY LINE OF SAID LOT 5 A DISTANCE OF 102.8 FEET TO THE NORTHWEST CORNER OF LAND TRANSFERRED TO THE ANTIOCH LIBRARY BY DOCUMENT 1328273 RECORDED FEBRUARY 1, 1967; THENCE SOUTH 89 DEGREES 10 MINUTES 47 SECONDS EAST, (SOUTH 89 DEGREES 07 MINUTES 09 SECONDS EAST MEASURED) ON THE NORTH LINE OF LAND TRANSFERRED BY DOCUMENT 1328273, A DISTANCE OF 160.17 FEET, (160.87 FEET MEASURED), TO THE EASTERLY CORNER OF DOCUMENT NUMBER 1328273; THENCE CONTINUING SOUTH 89 DEGREES 10 MINUTES 20 SECONDS EAST, (SOUTH 89 DEGREES 07 MINUTES 09 SECONDS EAST MEASURED) 84.33 FEET; THENCE NORTH 0 DEGREES 28 MINUTES 45 SECONDS WEST, (NORTH 01 DEGREES 09 MINUTES 57 SECONDS WEST MEASURED), 125.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 28 MINUTES 45 SECONDS WEST (NORTH 01 DEGREES 09 MINUTES 57 SECONDS WEST, MEASURED), 44.11 FEET; THENCE NORTH 76 DEGREES 56 MINUTES 57 SECONDS EAST, (NORTH 77 DEGREES 03 MINUTES 58 SECONDS EAST, MEASURED) 10.21 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 45 SECONDS EAST, (SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, MEASURED) 46.20 FEET; THENCE WEST PERPENDICULAR TO LAST COURSE 10.00 FEET, TO THE POINT OF BEGINNING, LAKE COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT (TE):

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5, BEING A POINT ON THE CENTER OF THE FOX RIVER ROAD (ILLINOIS ROUTE 83); THENCE SOUTH 6 DEGREES 00 MINUTES 00 SECONDS WEST, (SOUTH 5 DEGREES 22 MINUTES 53 SECONDS, WEST MEASURED) ON THE CENTERLINE OF ILLINOIS ROUTE 83 AND THE WESTERLY LINE OF SAID LOT 5 A DISTANCE OF 102.8 FEET TO THE NORTHWEST CORNER OF LAND TRANSFERRED TO THE ANTIOCH LIBRARY BY DOCUMENT 1328273 RECORDED FEBRUARY 1, 1967; THENCE SOUTH 89 DEGREES 10 MINUTES 47 SECONDS EAST, (SOUTH 89 DEGREES 07 MINUTES 09 SECONDS EAST MEASURED) ON THE NORTH LINE OF LAND TRANSFERRED BY DOCUMENT 1328273, A DISTANCE OF 160.17 FEET, (160.87 FEET MEASURED), TO THE EASTERLY CORNER OF DOCUMENT NUMBER 1328273; THENCE CONTINUING SOUTH 89 DEGREES 10 MINUTES 20 SECONDS EAST, (SOUTH 89 DEGREES 07 MINUTES 09 SECONDS EAST MEASURED) 84.33 FEET; THENCE NORTH 0 DEGREES 28 MINUTES 45 SECONDS WEST, (NORTH 01 DEGREES 09 MINUTES 57 SECONDS WEST MEASURED), 115.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 28 MINUTES 45 SECONDS WEST (NORTH 01 DEGREES 09 MINUTES 57 SECONDS WEST, MEASURED), 64.33 FEET; THENCE NORTH 76 DEGREES 56 MINUTES 57 SECONDS EAST, (NORTH 77 DEGREES 03 MINUTES 58 SECONDS EAST, MEASURED) 20.43 FEET; THENCE SOUTH 0 DEGREES 28 MINUTES 45 SECONDS EAST, (SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, MEASURED) 68.49 FEET; THENCE WEST PERPENDICULAR TO LAST COURSE 20.00 FEET, TO THE POINT OF BEGINNING, LAKE COUNTY, ILLINOIS.



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)

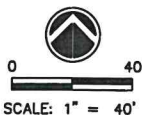
S.S.


COUNTY OF LAKE)

I, THEODORE E. MORRILL, AN ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR WITH IMEG CORP. DO HEREBY CERTIFY THAT THE PLAT OF EASEMENT HEREON HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION, FROM EXISTING PLATS AND RECORDS AND IS A CORRECT REPRESENTATION THEREOF.

DATED AT GURNEE, ILLINOIS, THIS _____ DAY OF _____, A.D., 2021.

BY: _____
ILLINOIS PROFESSIONAL LAND
SURVEYOR NO. 35-3395
LICENSE EXPIRES 11-30-22



ANTIOCH LIBRARY ANTIOCH, ILLINOIS		 480 GRAND AVENUE GURNEE, IL 60031 PH: 847.208.7100 www.imegcorp.com Illinois Design Firm Registration #184.02767-0014	REVISIONS	
Plat of Easement			No.	DESCRIPTION
File Name:	21000883.00			
Drawn By:	TEH			
Checked By:	TEH			
Date:	05/24/2021			
Sheet:	1 of 1			