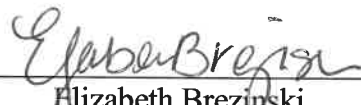


**ORDINANCE 8343
PAMPHLET**

**ORDINANCE AUTHORIZING AND DIRECTING THE ACQUISITION OF PARKING
AND ACCESS EASEMENT RIGHTS IN THE REAL PROPERTY COMMONLY
KNOWN AS 130 SOUTH MAIN STREET BY THE VILLAGE OF LOMBARD AND
AUTHORIZING AN ASSIGNMENT AND ASSUMPTION OF EASEMENTS
AGREEMENT WITH THE LOMBARD PARK DISTRICT**



PUBLISHED IN PAMPHLET FORM THIS 21ST DAY OF MARCH 2025, BY ORDER OF
THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE
COUNTY, ILLINOIS.


Elizabeth Brezinski
Village Clerk

ORDINANCE NO. 8343

ORDINANCE AUTHORIZING AND DIRECTING THE ACQUISITION OF PARKING AND ACCESS EASEMENT RIGHTS IN THE REAL PROPERTY COMMONLY KNOWN AS 130 S. MAIN BY THE VILLAGE OF LOMBARD AND AUTHORIZING AN ASSIGNMENT AND ASSUMPTION OF EASEMENTS AGREEMENT WITH THE LOMBARD PARK DISTRICT

WHEREAS, the LOMBARD PARK DISTRICT (the "Park District") is the owner of certain parking and easement rights in the real property located at 130 S. Main Street, Lombard, Illinois, (the "Property"), as set forth in the Easement Grant and Agreement (the "Easement Agreement"), dated June 18, 2004, and recorded with the DuPage County Recorder of Deeds as Document No. R2004-174597. The Property is legally described in **EXHIBIT A** attached hereto and made a part hereof; and

WHEREAS, the Board of Commissioners of the Park District has determined that its access and parking easement rights under the Easement Agreement have become unnecessary for the Park District; and

WHEREAS, the Board of Commissioners of the Park District has determined [or will determine prior to the closing of the transaction contemplated herein] by resolution that it is in the best interests of the Park District to sell its access and parking easement rights under the Easement Agreement to the Village in accordance with the Local Government Property Transfer Act, and the Park District shall record a certified copy of said resolution, along with all attachments thereto, in the DuPage County Recorder's Office, as required by 50 ILCS 605/2(a). (50 ILCS 605/0.01 et seq.); and

WHEREAS, the Village desires to purchase said access and easement rights under the Easement Agreement and, by this Ordinance, does hereby declare, pursuant to the Local Government Property Transfer Act, 50 ILCS 605/1, et seq., that it is

necessary and convenient for the Village to use, occupy and/or improve the aforesaid access and parking easement rights for a public purpose; and

WHEREAS, the Village has determined that it is in the best interests of the Village to purchase the access and parking easement rights under the Easement Agreement in accordance with the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.); and

WHEREAS, Article VII, §10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) permit the Park District and the Village to contract among themselves;

NOW, BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

Section 1. The preamble recitals of this Ordinance are adopted as if fully set forth herein.

Section 2. That the Assignment and Assumption of Easements Agreement attached hereto as **EXHIBIT B** is hereby approved in substance, and the Village President and Village Clerk are hereby authorized and directed to execute the same on behalf of the Village of Lombard. The Village President and Village Clerk are hereby further authorized and directed to execute all appropriate documents and take such other action as is required of them to consummate the acquisition by the Village of Lombard of the access and easements rights under the Easement Agreement from the Lombard Park District, in accordance with the terms of the Assignment and Assumption of Easements Agreement attached hereto as EXHIBIT B.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

Passed on first reading this _____ day of _____, 2025.

First reading waived by action of the Board of Trustees this 20th day of March, 2025.

Passed on second reading this 20th day of March, 2025, pursuant to a roll call vote as follows:

AYES: Trustee LaVaque, Puccio, Dudek, Militello and Bachner
NAYS: _None
ABSENT: None

APPROVED by me this 20th day of March, 2025.


Keith T. Giagnorio, Village President

ATTEST:


Elizabeth Brezinski, Village Clerk

Published by me in pamphlet form this 21st day of March, 2025.


Elizabeth Brezinski, Village Clerk

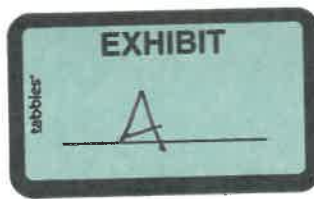
EXHIBIT A
Property Legal Description

LOT 1 IN ELMHURST MEMORIAL LOMBARD HEALTH CENTER I PLAT OF CONSOLIDATION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED SEPTEMBER 5, 2006, AS DOCUMENT R2006-170879.

PIN: 06-07-213-017

COMMON ADDRESS: 130 South Main Street, Lombard Illinois

EXHIBIT B
Assignment and Assumption of Easements Agreement
(attached)



Assignment and Assumption of Easements Agreement

This Assignment and Assumption of Easements Agreement (the "Assignment Agreement"), dated as of _____, 2025 (the "Effective Date"), is entered into by and between the Lombard Park District, a duly incorporated Illinois park district ("Assignor"), and the Village of Lombard, an Illinois non-home rule municipal corporation ("Assignee").

Recitals

WHEREAS, Assignor is the fee simple owner of certain real property legally described in **Exhibit A** hereto (the "Park District Parcel"); and

WHEREAS, certain access and parking easement rights burden the real property owned by [INSERT NAME OF HOSPITAL GROUP] commonly known as 130 South Main Street, Lombard Illinois, legally described in **Exhibit B** attached hereto (the "Parking Lot Parcel"); and

WHEREAS, Assignor, as owner of the Park District Parcel, holds certain access and parking easement rights burdening the Parking Lot Parcel pursuant to that certain Easement Grant and Agreement dated June 18, 2004 and recorded on June 29, 2004 as Document Number R2004-174597, with the DuPage County Recorder's Office (the "Easement Agreement"), which grants Assignor non-exclusive rights related to ingress, egress, and parking, as defined in the Easement Agreement; and

WHEREAS, Assignor desires to enter into an agreement to assign to Assignee, and Assignee desires to enter into an agreement to assume from Assignor, all of Assignor's rights and obligations under the Easement Agreement, subject to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I – Assignment and Assumption of Easement Agreement

- A. Upon the Closing Date (as defined below), and subject to the satisfaction of all conditions set forth in this Assignment Agreement, Assignor shall assign, transfer, and convey to Assignee all of Assignor's rights, title, and interest in and under the Easement Agreement, including all rights of ingress, egress, and parking as described therein, in exchange for the payment of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (the "Purchase Price").
- B. Assignor and Assignee hereby agree that, upon the Closing Date (as defined below) and subject to the satisfaction of all conditions set forth in this Assignment Agreement, Assignor shall execute and deliver to Assignee an Assignment of Easement Agreement in the substantially the form attached hereto as **Exhibit C** (the "Assignment").

- C. The Purchase Price shall be paid by Assignee to Assignor in immediately available funds on or before the Closing Date, subject to any prorations or adjustments mutually agreed upon by the parties.
- D. Assignee agrees to accept the assignment of the Easement Agreement and assumes all obligations, covenants, and liabilities of Assignor under the Easement Agreement accruing from and after the Closing Date.

Article II – Title, Title Insurance and Third-Party Consent

- A. **Title and Title Insurance.** Assignor shall convey to Assignee assignable rights under the Easement Agreement, insurable by a reputable title insurance company authorized and licensed to do business in Illinois, selected by the Assignee. The title shall be free and clear of any and all liens, security interests, encumbrances, easements, and restrictions, except for those set forth in the Easement Agreement (the “Permitted Exception”). As a condition to Assignee's obligation to close, the title insurance company shall issue to Assignee, without payment of an extraordinary premium, an owner's policy of title insurance with extended coverage in an amount not less than the Purchase Price, insuring that easement rights under the Easement Agreement are vested in Assignee, subject only to the Permitted Exceptions.
- B. **Third-Party Consents.** Since the assignment of the Easement Agreement requires the consent of the owner of the Parking Lot Parcel, Assignee shall obtain such written consent prior to the Closing Date, substantially as set forth in **Exhibit D**. Evidence of such consent shall be delivered to the title company at Closing and shall be recorded concurrently with the Assignment in the DuPage County Recorder’s Office. Assignor agrees to cooperate reasonably and in good faith with Assignee in obtaining the required third-party consent. In the event such consent is not obtained within one hundred eighty (180) days following the Effective Date, this Assignment Agreement shall become null and void and of no further force or effect.

Article III – Closing

- A. **Closing Date.** The Closing shall occur in escrow at a time and on a date mutually acceptable to the parties but no later than sixty (60) days from the Effective Date (the "Closing Date") in accordance with the terms and conditions of this Assignment Agreement. At Closing, Assignor shall execute and deliver to Assignee the Assignment, which shall be recorded in the DuPage County Recorder’s Office.
- B. **Assignor Closing Deliverables:**
 - 1. A duly executed and acknowledged recordable Assignment (Exhibit D).

2. A resolution or consent of the Assignor's governing body authorizing the transaction and execution of required documents.
3. Any affidavits, certificates, or other documents required by the Title Company to issue the title insurance policy.
4. Any other documents reasonably necessary to consummate the transaction contemplated by this Assignment Agreement.

E. Assignee Closing Deliverables:

1. The Purchase Price.
2. A resolution or consent of the Assignee's governing body authorizing the transaction and execution of required documents.
3. Any other documents reasonably necessary or required by the escrow agent and title insurance company to consummate the transaction contemplated by this Assignment Agreement.

F. **Closing Costs.** Assignor shall, at Assignor's sole expense, provide an ALTA Owner's Title Insurance Policy insuring Assignee's interest to the Easement Agreement in the amount of the Purchase Price. All other closing costs, including but not limited to the cost of recording the fees, transfer taxes or stamps, buyer's title charges, any endorsements to the title policy required by Assignee, survey costs, inspection fees, and financing charges, shall be the sole responsibility of Assignee.

Article IV – Representations and Warranties

A. **Assignor Representations:** Assignor hereby represents and warrants to Assignee, as of the date hereof and continuing through the Closing Date, as follows:

1. Assignor has full legal right, power, and authority to enter into and perform this Assignment Agreement and to consummate the transactions contemplated herein without obtaining any further consents or approvals from any third parties, other than the consent contemplated by Article II.B. above.
2. Assignor is not subject to any law, order, decree, restriction, or agreement that prohibits or would be violated by this Assignment Agreement or the consummation of the transactions contemplated hereby.

3. Assignor has good and marketable title to the easement rights in the Easement Agreement, free and clear of all liens and encumbrances, except for those specifically set forth in the Easement Agreement.
4. The Easement Property is not subject to any pending or threatened litigation, condemnation, or eminent domain proceedings.
5. Assignor has not received any notice of violation of any applicable laws, ordinances, rules, or regulations affecting the Easement Property.
6. All documents and information provided by Assignor to Assignee pursuant to this Assignment Agreement are true, complete, and accurate in all material respects.
7. Assignor has not entered into any agreements or granted any options to purchase the Easement Property or any portion thereof to any party other than Assignee.
8. Assignor has not received any notice of any pending or threatened special assessments affecting the Easement Property.
9. Assignor has not performed, permitted, or suffered any act or omission that would cause the insurance coverage on the Easement Property to be reduced or canceled.
10. To the best of Assignor's knowledge, without independent investigation or inquiry, the Easement Property complies with all applicable environmental laws and regulations, and there are no hazardous substances on, under, or affecting the Easement Property.
11. Assignor has not made any claims under its casualty insurance policy maintained with respect to the Easement Property, and Assignor has no knowledge of any casualty that has occurred with respect to any portion of the Easement Property for which it could have made such a claim.
12. Assignor has delivered to Assignee true, correct, and complete copies of all leases, service contracts, and other agreements affecting the Easement Property, and all such agreements are in full force and effect.
13. Assignor has not transferred any development rights applicable to the Easement Property.

14. Assignor has, and shall continue to only use the Park District Parcel for Permitted Uses, as defined in the Easement Agreement.

These representations and warranties shall survive the Closing and shall not be merged into any instrument of conveyance delivered at the Closing.

G. Assignee Representations: Representations and Warranties of Assignee. Assignee represents and warrants to Assignor that:

1. Assignee is a duly organized non-home rule municipality, validly existing, and in good standing under the laws of the State of Illinois, and is qualified to conduct business in the State of Illinois.
2. Assignee has the full power and authority to enter into this Assignment Agreement and to perform its obligations hereunder.
3. The execution, delivery, and performance of this Assignment Agreement by Assignee have been duly authorized by all necessary corporate action.
4. This Assignment Agreement constitutes a valid and binding obligation of Assignee, enforceable against Assignee in accordance with its terms.
5. To the best of Assignee's knowledge, there are no actions, suits, or proceedings pending or threatened against Assignee that would materially and adversely affect Assignee's ability to perform its obligations under this Assignment Agreement.
6. To the best of Assignee's knowledge, there are no judgments, orders, or decrees against Assignee that remain unsatisfied or unpaid, nor any legal or administrative proceedings pending or threatened that would materially and adversely affect Assignee's ability to consummate the transactions contemplated by this Assignment Agreement.

Article V – Indemnification

Assignor shall indemnify, defend, and hold harmless Assignee from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or related to any acts, omissions, or occurrences related to the Easement Property prior to the Closing Date. Conversely, Assignee shall indemnify, defend, and hold harmless Assignor from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or related to any acts, omissions, or occurrences related to the Easement Property on or after the Closing Date. This reciprocal indemnification obligation shall survive the closing of this transaction.

Article VI – Miscellaneous

- A. **Governing Law and Jurisdiction.** This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Assignment Agreement shall be brought exclusively in the state courts located in DuPage County, Illinois, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.
- B. **Entire Agreement.** This Assignment Agreement, including all exhibits and schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to such subject matter.
- C. **Amendments and Waivers.** No amendment, modification, or waiver of any provision of this Assignment Agreement shall be effective unless in writing and signed by both parties. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.
- D. **Notices.** All notices, requests, demands, and other communications required or permitted under this Assignment Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by a nationally recognized overnight courier service, to the addresses set forth in [Section Name - Section #] or to such other address as either party may designate by notice in accordance with this section.
- E. **Severability.** If any provision of this Assignment Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law
- F. **Counterparts.** This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- G. **Assignment.** Neither party may assign its rights or delegate its duties under this Assignment Agreement without the prior written consent of the other party, except that Assignee may assign its rights and obligations
- H. **Headings.** The headings in this Assignment Agreement are for convenience of reference only and shall not affect the interpretation of this Assignment Agreement.
- I. **Survival.** The representations, warranties, covenants, and agreements contained in this Assignment Agreement shall survive the Closing and the delivery of the deed and other documents contemplated hereby.

J. **Further Assurances.** The parties agree to execute and deliver such further documents and instruments as may be necessary or appropriate to effectuate the assignment and conveyance of Assignor's rights under the Easement Agreement to Assignee, including, without limitation, the Assignment and any required title or recording documents.

K. **Incorporation of Recitals.** The above recitals shall be incorporated into the body of this Assignment Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

LOMBARD PARK DISTRICT, an Illinois park district,

By: _____
Name: _____ Title: _____
Date: _____

ASSIGNEE:

VILLAGE OF LOMBARD, an Illinois non-home rule municipal corporation

By: _____
Name: _____ Title: _____
Date: _____

Exhibit A

Legal Description of Park District Parcel

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: 06-07-212-040

COMMON ADDRESS: 110 West Maple Street, Lombard, Illinois

Exhibit B

Legal Description of the Parking Lot Parcel

LOT 1 IN ELMHURST MEMORIAL LOMBARD HEALTH CENTER I PLAT OF CONSOLIDATION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED SEPTEMBER 5, 2006, AS DOCUMENT R2006-170879.

PIN: 06-07-213-017

COMMON ADDRESS: 130 South Main Street, Lombard Illinois

Exhibit C

Assignment Form

Assignment and Assumption of Easements

This Assignment and Assumption of Easements (this "**Assignment**"), effective as of the ____ day of March, 2025 (the "**Effective Date**"), is by and between the Lombard Park District, an Illinois park district ("**Assignor**"), and the Village of Lombard, an Illinois municipal corporation ("**Assignee**").

RECITALS

WHEREAS, Assignor is the fee simple owner of certain real property legally described in Exhibit A hereto (the "Park District Parcel"); and

WHEREAS, certain access and parking easement rights burden the real property owned by [INSERT NAME OF HOSPITAL GROUP], commonly known as 130 South Main Street, Lombard, Illinois, legally described in Exhibit B attached hereto (the "Parking Lot Parcel"); and

WHEREAS, Assignor, as owner of the Park District Parcel, holds certain access and parking easement rights burdening the Parking Lot Parcel pursuant to that certain Easement Grant and Agreement dated June 18, 2004 and recorded on June 29, 2004 as Document Number R2004-174597, with the DuPage County Recorder's Office (the "Easement Agreement"), which grants Assignor non-exclusive rights related to ingress, egress, and parking, as defined in the Easement Agreement; and

WHEREAS, Assignor and Assignee have entered into that certain Assignment and Assumption of Easements Agreement, dated March __, 2025 (the "**Assignment Agreement**"), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title, and interests in, and Assignee has agreed to assume all of Assignor's duties and obligations under, the Easement Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Assignment Agreement.

2. Assignment and Assumption. Assignor hereby sells, assigns, grants, conveys, and transfers to Assignee all of Assignor's rights, title, and interests in and to the Easement Agreement dated June 18, 2004 and recorded on June 29, 2004, as Document Number R2004-174597, with the DuPage County Recorder's Office, but not including the Retained Obligations (as defined in Section 3 below). Assignee hereby accepts such assignment and assumes all of Assignor's duties and obligations under the Easement Agreement and agrees to pay, perform, and discharge, as and when due, all of the duties and obligations of Assignor under the Easement Agreement accruing on and after the Effective Date, but not including the Retained Obligations (as defined in Section 3 below).

3. Retained Obligations. Notwithstanding anything contained in this Assignment or the Assignment Agreement to the contrary, the Assignor shall remain responsible for complying with all use restrictions related to the Parking Lot Parcel (as defined in the Easement Agreement) contained in Section 4 of the Easement Agreement (the "Retained Obligations"). Moreover, the Assignor agrees that the Parking Lot Parcel shall only be used for a Permitted Use (as defined in Section 4.3 (i) of the Easement Agreement).

The Assignor hereby agrees to indemnify, defend, and hold harmless the Assignee from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any breach by the Assignor of its Retained Obligations related to use of the Parking Lot Parcel. This indemnification obligation shall survive the execution and delivery of this Assignment and Assumption of Easement agreement and shall continue in full force and effect thereafter.

4. Terms of the Assignment Agreement. The terms of the Assignment Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Easement Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Assignment Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Assignment Agreement and the terms of this Assignment, the terms of the Assignment Agreement shall govern.

5. Recording. Assignee and Assignor shall take such action as is reasonably necessary to promptly record this Assignment with the Office of the DuPage County Recorder.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

8. Further Assurances. Each of Assignee and Assignor shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment as of the date set out above.

Lombard Park District, an Illinois park district

By: _____
Name:
Title:

Village of Lombard, an Illinois municipality

By: _____
Name:
Title:

ACKNOWLEDGMENTS

STATE OF ILLINOIS §
 §
COUNTY OF DUPAGE §

This instrument was acknowledged before me on the [DAY] day of March, 2025, by the _____, on behalf of said Lombard Park District, in his/her capacity as President of the Lombard Park District for the purposes and consideration therein stated.

Notary Public in and for the State of Illinois

[SEAL]

STATE OF ILLINOIS §
 §
COUNTY OF DUPAGE §

This instrument was acknowledged before me on the [DAY] day of March, 2025, by Keith Giagnorio, on behalf of said Village of Lombard, in his capacity as President of the Village of Lombard for the purposes and consideration therein stated.

Notary Public in and for the State of Illinois

[SEAL]

Exhibit A
Legal Description of Park District Parcel

LOT 2 IN LILACIA RESUBDIVISION ACCORING 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: 06-07-212-040

COMMON ADDRESS: 110 West Maple Street, Lombard, Illinois

Exhibit B
Legal Description of the Parking Lot Parcel

LOT 1 IN ELMHURST MEMORIAL LOMBARD HEALTH CENTER I PLAT OF CONSOLIDATION,
BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP
39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEROF RECORDED SEPTEMBER 5, 2006, AS DOCUMENT R2006-170879.

PIN: 06-07-213-017

COMMON ADDRESS: 130 South Main Street, Lombard Illinois

Exhibit D
Consent to Assignment

CONSENT TO ASSIGNMENT OF EASEMENT AGREEMENT

This Consent to Assignment of Easement Agreement ("**Consent**"), dated as of the [DATE] day of _____, 2025 (the "**Effective Date**"), is entered into among, Elmhurst Memorial Healthcare, an Illinois not for profit corporation, having an address at _____ ("**Hospital**"), the Lombard Park District, an Illinois park district with an address at 820 S. Finley Road, Lombard Illinois ("**Assignor**") and the Village of Lombard, an Illinois municipal corporation having an address at 255 E. Wilson Avenue, Lombard, Illinois ("**Assignee**" and, together with the Hospital and Assignor, collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Assignor is the fee simple owner of certain real property legally described in **Exhibit A** hereto (the "Park District Parcel"); and

WHEREAS, certain access and parking easement rights burden the real property owned by the Hospital, commonly known as 130 South Main Street, Lombard, Illinois, legally described in **Exhibit B** attached hereto (the "Parking Lot Parcel"); and

WHEREAS, Assignor, as owner of the Park District Parcel, holds certain access and parking easement rights burdening the Parking Lot Parcel pursuant to that certain Easement Grant and Agreement dated June 18, 2004 and recorded on June 29, 2004 as Document Number R2004-174597, with the DuPage County Recorder's Office (the "**Easement Agreement**"), which grants Assignor non-exclusive rights related to ingress, egress, and parking, as defined in the Easement Agreement; and

WHEREAS, Assignor and Assignee have entered into that certain Assignment and Assumption of Easements Agreement, dated March __, 2025 (the "**Assignment Agreement**"), pursuant to which, among other things, Assignor has agreed to assign all of its rights, title, and interests in, and Assignee has agreed to assume all of Assignor's duties and obligations under, the Easement Agreement, subject to the terms and conditions of the Assignment Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under and the Easement Agreement, subject to the terms and conditions of the Assignment Agreement, to Assignee and Assignee wishes to accept the assignment of the Easement Agreement and assume all of the obligations, subject to the terms and conditions of the Assignment Agreement, under the Easement Agreement pursuant to the terms and conditions of that certain Assignment and Assumption of Easement, dated as of [DATE], a copy of which is attached to this Consent as **Exhibit C** attached hereto and made a part hereof (the "**Assignment**").

WHEREAS, the Hospital is willing to consent to the Assignment subject to the terms and conditions set forth in this Consent.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

9. Consent to Assignment of Lease. Subject to the provisions of this Consent, the Hospital hereby consents to: (a) Assignor's assignment of its rights and obligations under the Easement Agreement to Assignee; and (b) Assignee's assumption of Assignor's rights and obligations under the Easement Agreement, both pursuant to and in accordance with the Assignment.

10. No Modification, Waiver or Release. Notwithstanding any provision in this Consent, the Easement Agreement or the Assignment to the contrary: (a) this Consent shall not be construed in any manner to modify, waive or affect any of the provisions of the Easement Agreement, or to waive any breach or default under the Easement Agreement; and (b) Assignor shall not be released from, and Assignor shall be and remain liable for, the performance and observance of any and all obligations and all of the provisions of the Easement Agreement.

11. Assignee's Assumption of Easement Agreement. Assignee, from and after the date of the assignment, hereby assumes the performance and observance of any and all obligations of the Assignor under the Easement Agreement, subject to the terms and conditions of the Assignment.

12. No Further Assignment or Subletting. This Consent shall not be construed as a consent by the Hospital to, or as permitting, any other or further assignment or subletting by Assignor or Assignee.

13. Miscellaneous.

(a) This Consent may not be changed or terminated orally or in any manner other than by a written agreement signed by the Parties.

(b) All capitalized terms not defined herein shall have the meaning afforded them in the Assignment and Assignment Agreement, a true and correct copies of which Assignee hereby acknowledges receipt.

(c) The paragraph headings appearing herein are for purposes of convenience only and are not deemed to be part of this Consent.

(d) This Consent may be executed in counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts shall together constitute one and the same instrument.

(e) A signed copy of this Consent delivered by facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Consent. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the other Parties by no later than the Closing Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Consent to be executed as of the Effective Date for all purposes.

HOSPITAL:

[HOSPITAL NAME], a[n] [STATE OF
ORGANIZATION] [ENTITY TYPE]

By: _____

Name:

Title:

ASSIGNOR:

Lombard Park District, an Illinois park district

By: _____

Name:

Title:

ASSIGNEE:

Village of Lombard, an Illinois municipal
corporation

By: _____

Name:

Title:

Exhibit A

Legal Description of Park District Parcel

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: 06-07-212-040

COMMON ADDRESS: 110 West Maple Street, Lombard, Illinois

Exhibit B

Legal Description of the Parking Lot Parcel

LOT 1 IN ELMHURST MEMORIAL LOMBARD HEALTH CENTER I PLAT OF CONSOLIDATION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED SEPTEMBER 5, 2006, AS DOCUMENT R2006-170879.

PIN: 06-07-213-017

COMMON ADDRESS: 130 South Main Street, Lombard Illinois

Exhibit C

Assignment and Assumption of Easement