

MEMORANDUM

September 14, 2023

TO: Mayor John P. Kahl and Members of the City Council

FROM: City Attorney Scott A. Brunton

SUBJECT: Restated Reciprocal Easement and Operating Agreement with Fondulac District Library for Civic Plaza / Amendment to Reciprocal Easement and Operating Agreement Removing Development Project Site

DISCUSSION:

The City and the Fondulac District Library entered in a Reciprocal Easement and Operating Agreement in December 2013 that addressed use of the shared spaces both inside the Civic Complex and the outside area of the remaining Civic Triangle (the "2013 REA"). The 2013 REA predated many of the improvements made to both the Civic Complex and the outdoor space where the Levee Park and Reading Gardens are located. As a result, City Officials and Library Officials have met and negotiated an updated and restated Reciprocal Easement and Operating Agreement that governs the use of these spaces and parties' responsibilities regarding the upkeep and maintenance of these areas. This Ordinance approves this updated and restated Reciprocal Easement and Operating Agreement between the City and the Library (the "Restated REA").

Additionally, with the Flaherty & Collins development project proceeding on the development parcel in the Civic Triangle, the development parcel will no longer need to be covered by the Restated REA. Thus, the City and Library have also agreed to amend the parties' Reciprocal Easement and Operating Agreement to release the development parcel from the 2013 REA and the Restated REA (the "REA Amendment"). This Ordinance also approves this REA Amendment between the City and the Library that will release the development property from the 2013 REA and the "Restated REA".

RECOMMENDATION: Approval.

ORDINANCE NO. 4750

**AN ORDINANCE APPROVING AN AMENDED AND RESTATED RECIPROCAL
EASEMENT AND OPERATING AGREEMENTS WITH
FONDULAC DISTRICT LIBRARY FOR CIVIC PLAZA SUBDIVISION**

WHEREAS, the City of East Peoria (the “City”) and the Fondulac District Library (the “Library”) entered into a Reciprocal Easement and Operating Agreement on December 17, 2013, which was also recorded with the Tazewell County Recorder of Deeds Office on December 17, 2013 (the “2013 REA”); and

WHEREAS, the City and the Library entered into the 2013 REA when the Library had opened its new library facility in the new civic complex located on the new Civic Triangle portion of the Levee District, while the City had also constructed the adjacent atrium area and shared meeting rooms of the new civic complex, but was still in the process of completing the new City Hall (together, these facilities are referenced as the “Civic Complex”); and

WHEREAS, in order to establish the responsibilities and obligations regarding the indoor areas of the Civic Complex and the outdoor areas of the remainder of the Civic Triangle, and to set forth the parameters governing the use of both of these indoor and outdoor areas, the City and the Library entered into the 2013 REA; and

WHEREAS, since approving the 2013 REA, the Civic Triangle has undergone improvements that include the completion of City Hall, the construction of the Reading Gardens and related landscaping improvements adjacent to the Library facility and the shared meeting rooms, and the development of Levee Park and related outdoor facilities; and

WHEREAS, since approving the 2013 REA, the City has also entered into a Development Agreement with Flaherty & Collins (F&C Development Inc.) for the development of the “Future Development Parcel”, as identified in Exhibit A to the 2013 REA, and the development of the Future Development Parcel and adjacent property will soon be developed pursuant to the Development Agreement; and

WHEREAS, the City and the Library now seek to update and revise the 2013 REA, and have negotiated an Amended and Restated Reciprocal Easement and Operating Agreement, attached hereto as Exhibit A and incorporated by reference (the “Restated REA”); and

WHEREAS, as part of the Flaherty & Collins development project, the City and the Library have also agreed to release and remove the development project site from the 2013 REA, as a means to allow this development project to proceed, in accordance with

the Amendment to Reciprocal Easement and Operating Agreement, attached hereto as Exhibit B and incorporated by reference (the "REA Amendment"); and

WHEREAS, the City Council hereby further finds that it is in the best interests of the City and in the best interests of the continued development of the Levee District to enter into the Restated REA with the Library as provided in Exhibit A and to enter into the REA Amendment with the Library for removing the Flaherty & Collins development project site from the REA as provided in Exhibit B;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The findings and recitations set forth above are hereby adopted and found to be true and correct.

Section 2. The City hereby approves the Restated REA as set forth in Exhibit A and the REA Amendment as set forth in Exhibit B.

Section 3. The Mayor and City Clerk of the City of East Peoria are hereby authorized and directed to execute the Restated REA with the Fondulac District Library (attached hereto as Exhibit A) together with such changes and under such terms and conditions as the Mayor in his discretion deems appropriate; provided that the City shall have no obligation under the terms of the Restated REA until a fully-executed original has been delivered to both parties and duly recorded with the Tazewell County Recorder of Deeds Office.

Section 4. The Mayor and City Clerk of the City of East Peoria are hereby authorized and directed to execute the REA Amendment (attached hereto as Exhibit B) together with such changes and under such terms and conditions as the Mayor in his discretion deems appropriate. Any actions taken by the City and any City Officials to approve the REA Amendment prior to the adoption of this Ordinance are hereby approved and ratified and incorporated herein.

Section 5. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF _____, 2023.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

EXHIBIT A:
Amended and Restated Reciprocal Easement and Operating Agreement

**AMENDED AND RESTATED
RECIPROCAL EASEMENT AND
OPERATING AGREEMENT**
Tazewell County

**This document prepared by and
after recording mail to:**

**Scott A. Brunton
Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, Illinois 61602**

**AMENDED AND RESTATED
RECIPROCAL EASEMENT AND OPERATING AGREEMENT**

This **AMENDED AND RESTATED RECIPROCAL EASEMENT AND OPERATING AGREEMENT** (“Agreement”) dated as of _____ (“Effective Date”), is made by and between the City of East Peoria (“City”) and the Fondulac District Library (“Library”).

WHEREAS, the parties previously entered into that certain Reciprocal Easement and Operating Agreement dated December 17, 2013, and recorded on December 17, 2013, as Document No. 2013-0002-3839 in the Tazewell County Recorder’s Office (“Original Agreement”) as amended by that certain Amendment to Reciprocal Easement and Operating Agreement: Release of Lot 4 and Lot 7 of the Civic Plaza Subdivision dated as of September 18th, 2023 and recorded as Document No. _____ (“Amendment”); and

WHEREAS, the Original Agreement memorialized and defined certain of the Parties’ respective rights and responsibilities with respect to the use, maintenance, and operation of real property known as the Civic Plaza Subdivision and current and future improvements thereon; and

WHEREAS, since the date of the Original Agreement, the Civic Plaza Subdivision has been developed to include a City Hall building, a Library Building, an Atrium Building connecting the City Hall and Library buildings, outdoor restroom facilities, an outdoor Reading Garden, and open green space, pavement, and other improvements to Levee Park; and

WHEREAS, the City and the Library desire to amend and restate the Original Agreement and set forth further and other additional terms and provisions regarding the Parties’ use and maintenance responsibilities of the Civic Plaza Subdivision.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the Parties agree that the Original Agreement is amended and restated, effective as of the Effective Date, in its entirety by this Agreement.

1. Definitions.

Atrium Building. The Atrium Building shall consist of the enclosed structure serving as Building Common Area and attached to and connecting the Library Building and the City Building, as depicted on **Exhibit D** attached hereto and incorporated herein.

Atrium Facilities. The Atrium Facilities include all of the amenities included for common use within the Atrium Building and include but are not limited to fixtures, furnishings, equipment, and other components located in or installed inside the Atrium Building.

Building. As used herein, the term Building shall refer to the Library Building or City Building as the context requires.

Building Common Areas. The term Building Common Areas include all components of the Atrium Building and Atrium Facilities, including without limitation, all structural, mechanical, trim, utilities (for the benefit of the Atrium), aesthetic and functional interior and exterior building components, fixtures, furnishings and equipment, and expressly excluding any areas defined as Outside Common Areas.

Building Common Area Expense (“BCAM”). Expenses relating to the upkeep, repair, maintenance, and operation of Building Common Areas as described herein. BCAM expenses shall be allocated between the Parties in proportion to the square footage of the Library Building and City Building such that the percentage of CAM paid by each party is the same percentage as the square footage of its respective Building bears to the total square footage of the Library Building and the City Building exclusive of the Building Common Areas. In no event shall the Library’s share of CAM exceed 60% of the total CAM charge.

City Building. The City Building shall consist of that structure housing City Hall constructed on the City Parcel, and attached to the Atrium Building.

City Parcel. The City Parcel is comprised of all land designated as Lot 5 on the Final Plat of Civic Plaza Subdivision attached hereto as **Exhibit A** and incorporated herein, and legally described as set forth in **Exhibit B**, attached hereto and incorporated herein.

Civic Complex. The Civic Complex is the structure in the Civic Plaza Subdivision that houses the East Peoria City Hall, the Fondulac District Library, and the Building Common Areas.

Civic Plaza Subdivision. The Civic Plaza Subdivision is comprised of all of the real property depicted on the Final Plat of Civic Plaza Subdivision on the attached **Exhibit A** and recorded on February 15, 2023, in the Tazewell County Recorder’s Office, and specifically includes the Library Parcel (Lot 2).

Common Area. The term Common Area shall include the Building Common Areas and the Outside Common Areas.

Levee Park. The Levee Park is all of the land designated as Lot 6 on the Final Plat of Civic Plaza Subdivision on the attached **Exhibit A**, but excluding the Reading Garden, and as depicted on the attached **Exhibit D**.

Library Building. The Library building shall consist of that two story structure housing the Library's main public library building constructed on the Library Parcel and consisting of a minimum of 32,000 square feet (approximately 16,000 square feet per level), and attached to the Atrium Building.

Library Drive. That portion of the Library Parcel as depicted on the attached **Exhibit D**.

Library Parcel. The Library Parcel is comprised of all of the land designated as Lot 2 on the Final Plat of Civic Plaza Subdivision attached hereto as **Exhibit A**, and legally described as set forth in **Exhibit B**.

Outside Common Area. Outdoor areas of common use located on either the City Parcel or Library Parcel including but not limited to the parking lot, building aprons, the, drive lanes, sidewalks, landscaping, and green space as constructed from time to time, shall be referred to as "Outside Common Areas." For the avoidance of doubt, the Library Drive and adjoining grassy areas, as well as the Reading Garden shall also be part of the Outside Common Area. The Outside Common Area does not include the Levee Park, Lot 4, or Lot 7 of the Final Plat of Civic Plaza.

Outside Common Area Expense ("OCAM"). Expenses relating to the upkeep, repair, maintenance, and operation of Outside Common Areas as described herein. The City shall be responsible for maintenance of the Outside Common Area. OCAM expenses shall be paid by the City; provided however, that the Library shall pay \$500 per month to the City as reimbursement to the City for portions of the OCAM Expenses (the "Library OCAM Expense"). In order to keep up with rising labor costs, beginning January 1, 2025, and annually thereafter, the Library OCAM Expense shall increase each year by 2.5% (which such percentage represents 50% of expected increases in labor costs).

Parcel. A Parcel shall be the entirety of either the City Parcel or the Library Parcel as described herein as the context requires.

Parking Lot. The Parking Lot shall consist of the paved on-site parking area as designated from time to time and located on the City Parcel.

Permittee. A Permittee of either party shall be a person lawfully entitled to use and enjoy the premises during regular business hours as posted or at a special event sponsored by either of the Parties during the hours of the special event.

Reading Garden. The term Reading Garden shall include the Library Reading Garden Area and the City Reading Garden Area.

City Reading Garden Area. The outdoor area depicted on **Exhibit C** attached hereto located on Levee Park that has been developed into a reading garden and sitting

area, but excluding the Library Reading Garden Area, as further depicted on the attached **Exhibit D**.

Library Reading Garden Area. The outdoor area that extends southeast 30.3 feet from the Library Building to the southeasterly line of Lot 2 for the length of the southeasterly line of Lot 2 that has been developed into a reading garden and sitting area, as depicted on **Exhibit C** attached hereto, as further depicted on the attached **Exhibit D**.

Third Party Development. The real property and improvements located thereon, designated as Lot 4 and Lot 7 on the Final Plat of Civic Plaza Subdivision attached hereto as **Exhibit A**. Pursuant to the Amendment, the Third Party Development is released from the operation of this Agreement and this Agreement shall not encumber, attach to, or be a lien against such property.

2. Building Common Areas.

2.1 Atrium Building. The Atrium Building was constructed by the City, connecting the Library Building and City Building. No material changes will be made to the structure and fixtures therein without the consent of the City and the Library. The maintenance and upkeep of all aspects of the Atrium Building shall be deemed a BCAM Expense, and unless otherwise specified herein, shall be performed by the City or its contractors and the cost shared as provided herein.

2.2 Atrium Facilities. The Atrium Facilities shall be utilized as follows:

2.2.1 Multi-Purpose Room. The Multi-Purpose Room is dedicated to the shared use by the City and Library as provided herein and is to be used either in its entirety or is divisible into three individual meeting rooms. One of the three individual meeting rooms shall be equipped with a dais and desks, chairs and equipment suitable for City Council meetings (the "Council Room"). The Council Room shall have restricted access and shall be used only by the City and by the Library for official business with the consent of the City. The Council Room is not to be open to use by the public at large. Subject to the restrictions of Section 8, the Parties shall cooperate to schedule the remaining two individual meeting spaces on a first come first served basis provided that priority scheduling shall be granted to the City for the entire Multi-Purpose Room on each Tuesday of every month for City Council purposes, the first Monday of each month for Zoning Board Meetings and priority scheduling granted to the Library District on the last Monday of each month for Library District Board meeting purposes. Priority scheduling shall include the right to preempt previously scheduled activities in the event of the need for a special meeting of the City Council or Library Board, provided, however that the City and Library will not have the right to preempt previously scheduled official business meetings of the other. There may be maintained within the Multi-Purpose Room facilities such as podium for speakers and citizens, and space for public access audio/video equipment, tables, chairs and other items, provided that said items do not unreasonably interfere with the reasonable use of the Multi-Purpose Room by each of the Parties.

2.2.2 Meeting Rooms. The Multi-Purpose Room shall be partitioned as necessary to accommodate various uses and events. Subject to the priority scheduling privileges afforded to the parties with respect to the Multi-Purpose Room and limited use rights of the Council Room, the parties shall cooperate in the scheduling and configuration of the Meeting Rooms from time to time.

2.2.3 Restrooms. The Atrium Building contains public restroom facilities available to users of the Library Building and City Building.

2.2.4 Public Access Channel Support. The parties shall provide space sufficient for the operation of public access programming related to the public meeting purposes of the Multi-Purpose Room and Civic Plaza. The City may enter agreements from time to time with the local public access broadcasting entity to establish appropriate compensation to cover the capital cost of the space so dedicated.

2.2.5 Utility Room. The Utility Room within the Atrium will contain various electrical, heating, air conditioning, water and other utility services serving the atrium, the Library Building and the City Building. Priority shall be given to space in the Utility Room to serve the Atrium Building.

2.2.6 Entry Space & Lobby. The entry space and lobby area shall be open to the general public for passage into the Library Building, City Building, and events located within the Atrium Building.

2.2.7 Council Room, Conference Room, and Storage Closet. The conference room located adjacent to the Council Room and the storage closet located adjacent to the Council Room are reserved for the exclusive use of the City. The City will be responsible for the furnishing and maintenance of all fixtures, furnishings and equipment located in these areas.

2.2.8 City Information Services – Server Room. The City will have sole access and responsibility for the fixtures, personal property and equipment located in the Server Room.

2.3 Maintenance and Operation. The Building Common Areas will be operated and maintained on a regular basis to a First Class, clean and sanitary condition.

2.3.1 Responsibility. The City shall have responsibility for scheduling daily maintenance for the Building Common Area which shall be performed by City staff or as part of contracts procured for maintenance of the City Building. Responsibility for coordinating repair and replacement activities related to Building Common Areas will be the responsibility of the City. The City shall keep records with respect to services performed in the Atrium Building, which are to be allocated as BCAM expense.

2.3.2 Utility Expense. Utility expenses for the Building Common Areas shall be payable by the Library and proportionally reimbursed by the City in the same proportion as BCAM expenses.

2.3.3 Casualty. The parties shall maintain full replacement coverage insurance for casualty loss on the Building Common Areas. A policy of insurance for this purpose shall be obtained by the City and the expense for providing this insurance shall be deemed a BCAM expense.

2.3.4 Expense. The expense of operating, maintaining, repairing and restoring the Building Common Areas shall be allocated as a part of BCAM Expense, provided, however that any repair or restoration necessary as a result of the negligence of either of the Parties shall be at the expense of the negligent party.

2.4 Scheduling Atrium Facilities. Scheduling for the use of Building Common Areas inside the Atrium Building shall be coordinated on a master schedule through the use of mutually acceptable software for calendaring to which each party will have access and the ability to schedule events. Scheduling for open times shall be based on a first come first serve basis, however, with the primary intent of the City and the Library to work together to coordinate the use of the Atrium and Multi-Purpose room to maximize the availability and convenience of use by the Library and the City. In addition to use by the Library and the City, the Atrium Facilities and Meeting Rooms are available for public use subject to the East Peoria Civic Complex Meeting Room Policy, as amended from time to time by agreement of the parties (“Meeting Room Policy”). Both the City and the Library shall be able to take reservations for such public use and add public events to the master schedule, subject to availability and the Meeting Room Policy.

3. Reserved.

4. Easements.

4.1 Outside Common Areas. The Library hereby grants to the City a non-exclusive easement over the Outside Common Areas located on the Library Parcel, as may exist from time to time for the purpose of maintaining said areas as set forth herein. The City shall maintain the Outside Common Areas in a first-class, manicured, and clean condition. Expenses for maintenance of the Outside Common Areas shall be an OCAM Expense.

4.2 Vehicular Access. Except as otherwise specifically provided for herein, the City hereby grants to the Library and the Library grants to the City each for the benefit of the other and of their respective Permittees, a non-exclusive perpetual easement for vehicular ingress, and egress over and across all drive lanes as constructed from time to time on each party’s respective parcel; provided however, that the Book Depository and Library service drives shall be reserved to the use and benefit of the Library.

4.2.1 Maintenance of the Book Depository & Library Service Drives. The City shall mow, maintain, and provide snow plowing services for the Library Drive and adjacent grassy spaces and landscaping located to the south of the Library Building along Richland Street as depicted on the attached **Exhibit D**, which shall be included as OCAM expenses; provided, however that the Library shall be solely responsible for Capital Improvements and expenses related to repair or replacement of the hardscape improvements on the Library Drive.

4.3 Parking. The City grants to the Library a perpetual non-exclusive easement to the Library and its Permittees for purposes of vehicular parking within the areas designated from time to time as parking on the City Parcel subject to the reasonable rules and regulations of the City, as may be from time to time amended; provided, however that such rules and regulations shall not unreasonably restrict use of the Parking Lot by the Library and its Permittees for activities in the Library's normal course of operations during the Library's business hours or special programming. In the event that the Third-Party Development is constructed, the City agrees to take reasonable measures to assure that the Library's access to and use of the Parking Lot is not diminished beyond those rights granted hereunder, including but not limited to the designation of certain areas in the Parking Lot for the exclusive use of the Library.

4.4 Pedestrian. The City hereby grants to the Library and the Library grants to the City each for the benefit of their respective Permittees, a non-exclusive perpetual easement for pedestrian ingress, and egress over and across all sidewalks, walkways, and interior spaces open for use or access by the Parties respective Permittees as constructed from time to time on each Party's respective Parcel.

4.5 Utilities. The City grants to the Library a non-exclusive perpetual easement for gas, electric, water and communication and data lines as they are located in the Common Areas and Atrium Building as of the date of the Original Agreement and by further agreement of the parties for purposes of locating and installing various utility services together with a temporary maintenance and repair easement allowing access to the same as necessary. The existing utility easements may be relocated only with the written consent of both Parties. Should a Party be required to disturb any part of the Common Areas, City Parcel or Atrium Building to service its utilities, it shall restore the disturbed area as nearly as reasonably practical to its condition as it existed immediately prior to such disturbance.

4.6 Atrium Building. The City grants to the Library a non-exclusive, perpetual easement for, ingress, egress, access and use of the interior spaces of the Atrium Building consistent with this agreement and at all times with the City's use of the same.

4.7 Adjacent Support. The City grants to the Library and the Library grants to the City a perpetual easement for purposes of vertical support on any common walls shared by the Library and the Building Common Areas.

4.8 Reading Garden Easement. The Library hereby grants to the City for the benefit of the City and its respective Permittees, a non-exclusive easement for use of the Library's Reading Garden Area, as depicted on the attached **Exhibit C** for City special events or programs, and for the performance of the maintenance obligations as set forth below. The City hereby grants to the Library for the benefit of the Library and its respective Permittees, a non-exclusive easement for use of the City Reading Garden Area, as depicted on the attached **Exhibit C**, for Library special events or programs.

4.8.1 Maintenance. The City shall maintain the Reading Garden, including the Library's Reading Garden Area and the City's Reading Garden Area, in a first-class clean and sanitary condition, free of garbage and litter and shall be responsible for the general maintenance of the landscaping, costs for all of which shall be deemed an OCAM Expense.

The City shall not be entitled to substantively modify the landscaping of the Reading Garden, without the prior written consent of the Library.

4.8.2 Scheduling. Scheduling for the use of the Reading Garden shall be coordinated on a master schedule through the use of mutually acceptable software for calendaring to which each party will have access and the ability to schedule events. Scheduling for open times shall be based on a first come first serve basis, however, with the primary intent of the City and the Library to work together to coordinate the use of the Reading Garden to maximize the availability and convenience of use by the Library and the City; provided however, that the parties agree that no events shall be scheduled to take place in the portion of the Reading Garden lying adjacent to the City Building during regularly scheduled City Council meetings (being the evenings of the 1st and 3rd Tuesday of each month, as may be amended from time to time) and the parties shall reasonably attempt to coordinate not scheduling events in such area during other working sessions or special meetings of the City Council.

4.8.3 Clean Up. Following any special event or program at the Reading Garden, the party sponsoring such event or program shall clean and restore the Reading Garden to the condition prior to the event or program, including the removal of any litter or debris.

4.8.4 Damage. The Library shall be responsible for payment of any and all damages to any of the City's buildings, furnishings, fixtures, equipment, infrastructure, or grounds whether caused by the Library or their agents, employees, or Permittees resulting from the Library's use of the Reading Garden at a Library sponsored program or event. The Library agrees to reimburse the City within thirty (30) days of notice of such damage.

The City shall be responsible for payment of any and all damages to any of the Library's buildings, furnishings, fixtures, equipment, infrastructure, or grounds whether caused by the City or their agents, employees, or Permittees resulting from the City's use of the Reading Garden at a City sponsored program or event. The City agrees to reimburse the Library within thirty (30) days of notice of such damage.

The parties acknowledge that wear and tear and damage may occur to the Reading Garden as a result of public use of the Reading Garden at times other than during a City sponsored or Library sponsored event. In such case, the costs of restoration shall be an OCAM expense.

For purposes of this Section 4.8.4, a Library or City sponsored event means a special event or program that has been organized, marketed, and hosted by the Library or City, respectively.

4.8.5 Hardscape. Any hardscape in the Reading Garden shall be maintained by the City as an OCAM Expense. Repair or replacement of existing hardscape, when such repair or replacement would constitute a Capital Expense under this Agreement, shall be payable solely by the City. If other Improvements are added to the City Reading Garden or Library Reading Garden beyond those in place as of the Effective Date, such Improvements shall be repaired and replaced, as necessary, by and at the expense of the City if on the City Parcel or the Library if on the Library Parcel. For purposes of this paragraph, "Improvements" means fixed furniture, statues, signs, water features, additional hardscape, or other fixtures. Improvements shall be constructed and maintained in a first-class, clean, sightly, and sanitary condition, in accordance with the general aesthetic of the current Reading Garden and surrounding environs.

4.8.6 Library Easement Limitations. The parties acknowledge that the Library Reading Garden was built on an area of the Library Parcel that the Library may consider using for future building expansion. Notwithstanding the above, the easement granted by the Library to the City for use of the Library Reading Garden shall terminate upon such time, if at all, as the Library begins construction on an expansion of its current building footprint into the Library Reading Garden (the “Library Expansion”). In such case, at the Library’s expense, the Library may remove the landscaping, hardscape, any Improvements, and any utilities located in the Library Reading Garden. If the landscaping, hardscape, Improvements and utilities removed from the Library Reading Garden are connected to or are congruous with the landscaping, hardscape and Improvements within the City Reading Garden, the Library shall, at the Library’s expense, remove the same from the City Reading Garden and restore the City Reading Garden to a flat, grassy space; provided, however that the Library shall restore any hardscape in the City Reading Garden that was removed as a result of the Library Expansion and this Section 4.8.6 to the extent such hardscape connects the paved walkway extending between Richland Street and Washington Street. Additional Improvements and landscaping to the City Reading Garden shall be at City expense, except as may be otherwise agreed by the parties.

4.9 Restroom Easement. The Library hereby grants to the City a non-exclusive easement for the building, operation, and maintenance of a restroom facility located on the Library Parcel immediately southwest of the Library’s Reading Garden Area (“Restroom Facility”), as depicted on the attached **Exhibit C**. The Restroom Facility shall be stocked and maintained by the City in a clean and sanitary condition and shall be subject to City policies, as determined from time to time, regarding usage and opening hours; provided however, that the City will reasonably cooperate to make available the Restroom Facility to the Library and its Permittees, during Library sponsored events and programming, provided advance notice is provided to the City. The Library shall pay the City for expenses related to the Library’s use of the Restroom Facility in accordance with the fee set forth in the Levee Park Use Policy, as may be from time to time amended.

The City shall maintain the interior and exterior of the Restroom Facility, including the grassy areas surrounding the Restroom Facility, in a clean and sightly condition.

Should the Library Expansion require the removal of the Restroom Facility to accommodate an increased building footprint on the Library Parcel, the Library may remove the Restroom Facility at the Library’s expense; provided however, that prior to any such removal activities, the Library shall notify the City of anticipated construction plans, with the primary intent of the City and the Library to work together to coordinate a cohesive and public-friendly Reading Garden and Levee Park area.

4.10 Statues & Decorative Installations. Notwithstanding anything else herein to the contrary, statues or other decorative installations located in the Outside Common Area, together with associated hardscape and lighting, shall be maintained and repaired or replaced, as necessary, by, and at the sole cost of, the party who purchased, accepted donation of, or otherwise caused for the installation of same. For the avoidance of doubt, the parties agree that the statue entitled

“Books Flying Off the Shelf” located adjacent to the Parking Lot together, with associated hardscape and lighting, shall be the responsibility of the Library, the memorial stone and plaque for Jason Jones located on the City Parcel adjacent to the Parking Lot, together with associated hardscape and lighting, shall be the responsibility of the City, the statue entitled “Double Helix” located in the Reading Garden together, with associated hardscape and lighting, shall be the responsibility of the Library, and the statute of Peg and Rey Bahnfleths located in the Reading Garden, together with associated hardscape and lighting, shall be the responsibility of the City.

5. Levee Park Use and Maintenance.

5.1 Park Use. The Library and its Permittees shall be entitled to use Levee Park for special events or programs in accordance with the City of East Peoria Levee District Levee Park Facility Use Policy, from time to time amended (“Levee Park Use Policy”); provided, however, that the Library shall not be required to obtain a permit for use of Levee Park or make application therefore, but shall be required to pay applicable costs set forth in the Levee Park Use Policy for use of the Restroom Facility and security.

The City shall be responsible for scheduling use of Levee Park. The Library shall have reasonable access to the City’s master scheduling calendar for purposes of determining availability of Levee Park in order to schedule Library events. Scheduling for open times shall be based on a first come first serve basis; provided however, that the Library shall have a reasonable opportunity to schedule events for the upcoming calendar year prior to the schedule being opened for scheduling public events on or about December 1st for the following calendar year.

5.2 Maintenance and Operation. The City shall maintain Levee Park in a first class, clean and sanitary condition, free of garbage and litter, and with manicured greenspace and landscaping.

5.3 Expenses. The expense of operating, maintaining, constructing, and repairing Levee Park shall be the sole responsibility of the City, except in accordance with Levee Park Use Policy.

6. Capital Improvements. For purposes of this paragraph, “Capital Improvements” shall mean the cost of construction or alteration or other necessary expenditure for the improvement, maintenance or repair of the Building Common Areas and Outdoor Common Areas in excess of \$10,000. Except as otherwise specifically set forth herein, Capital Improvements to the Building Common Areas and Outdoor Common Areas shall be assessed between the parties in the same proportion as the BCAM expenses; provided, however that prior to undertaking any Capital Improvement, the party seeking the Capital Improvement shall obtain the prior written consent of the other party.

7. Environmental. Except for the Library Parcel, the Library will not be responsible for costs or expenses arising out of the restrictions or requirements of the environmental disclosure document recorded June 25, 2004, as Document No. 04-17127 and attached to the quit claim deed dated June 23, 2004 and recorded June 25, 2004 as Document No. 04-017130 in the Tazewell

County Recorder's office. In any event, the Library will not take any action in violation of the requirements of these documents.

8. Restricted Use. Except as otherwise provided herein, the Common Areas are intended for the use only of the parties to this agreement and no other. Notwithstanding the prohibitions of this paragraph, the Parties may by agreement from time to time establish policies which are mutually acceptable for the limited public use of the Multi-Purpose Room other than the Council Room and such other elements of the Common Areas as are agreed to from time to time.

9. Sale / Right of First Refusal. No Party may sell or offer for sale, or otherwise permanently (for a period of 30 years or more) transfer rights to its Parcel or Building without first having offered the same to the other Party on reasonable terms. Each Party shall have a Right of First Refusal with respect to the other Party's Building or Parcel. By prior Amendment to this Agreement, the Third-Party Development is not subject to this Agreement or this Section 9 of the Agreement.

10. Insurance. Each Party shall secure and maintain in full force and effect insurance coverage for their respective Parcels, Buildings, real property, and their respective activities under this Agreement, with commercial general liability in an aggregate amount of at least \$3 million, with a per occurrence limit of at least \$2 million naming the other Party as an additional insured. Each Party shall additionally maintain casualty insurance on their respective Buildings up to the full replacement value of the Buildings and improvements constructed on their respective Parcel. Certificates evidencing such insurance will be made available for examination upon request by the other Party. Each Party further agrees to maintain (and require its agents and contractors to maintain for their employees) workers' compensation insurance in the amount required by the State of Illinois for its employees performing the activities described in this Agreement. The amounts of insurance required under this paragraph shall be reviewed and adjusted as agreed by the Parties every five years.

11. Indemnity. The Library agrees to indemnify, defend against and hold harmless the City, its commissioners, officers, employees, contractors, subcontractors, guests, invitees, volunteers, agents and any of their successors or assigns, from and against any and all claims, suits, damages, actions, liabilities, costs and expenses (including the reasonable cost of investigation and attorneys' fees) growing out of injury or death of any persons or property, including the Library's property, arising from the Library's actions under the terms of this Agreement and any amendment hereto and its use of the Common Areas, Plaza, Reading Garden, Restroom Facility, or other City-owned property in the Civic Plaza Subdivision and use by the Library's employees, members, agents, contractors, or subcontractors, and from or by the use of guests, Permittees, invitees, attendees, volunteers or participants, and/or any and all persons on the Plaza, Common Areas, or other City-owned property in the Civic Plaza Subdivision for any reason during Library sponsored or directed special events, programs, or use of the Plaza, Parking Lot, Reading Garden, Common Areas, or other City-owned property in the Civic Plaza Subdivision.

The City agrees to indemnify, defend against and hold harmless the Library, its trustees, officers, employees, contractors, subcontractors, guests, invitees, volunteers, agents and any of their successors or assigns, from and against any and all claims, suits, damages, actions, liabilities, costs and expenses (including the reasonable cost of investigation and attorneys' fees) growing out of injury or death of any persons or property, including the City's property, arising from the City's actions under the terms of this Agreement and any amendment hereto and its use of any Common Areas, Reading Garden, or Library owned property in the Civic Plaza Subdivision and use by the City's employees, members, agents or contractors, or subcontractors, and from or by the use of guests, Permittees, invitees, attendees, volunteers or participants, and/or any and all persons on Library-owned property in the Civic Plaza Subdivision for any reason during City sponsored or directed special events, programs, or use of Library-owned property in the Civic Plaza Subdivision.

12. Obligation to Rebuild. In the event of a casualty loss causing damage or destruction of a Party's Building, the Party incurring such damage shall within 30 days commence repair or reconstruction of the damaged Building. Should repair or reconstruction not commence within the 30-day period so described, the other Party may take assignment of the proceeds of any applicable casualty insurance and commence the repairs on the other Party's behalf. Any cost of repair in excess of the insurance proceeds shall be payable by the owner of the damaged Building, and the repairing Party may enter judgment against the owner if said deficiency is not paid within 30 days of demand.

13. Third-Party Development. . The parties agree to grant such temporary easements as are necessary for the construction of the Third Party Development and to further reasonably cooperate with each other for the development of the Third Party Development project site.

14. Storm water runoff. Neither Party shall alter or otherwise modify the natural course of storm water drainage on their Premises.

15. Right to Perform the Other Party's Obligations. If a Party (the "Failing Party") shall fail to perform any obligation imposed upon it hereunder or shall violate any term, provision or condition of this Agreement, the other Party (the "Curing Party") may give notice to the Failing Party specifying the failure or violation. If the Failing Party refuses or fails to undertake, or to agree to or commence to undertake, in each case within ten (10) days after such notice, and thereafter diligently cure the failure or violation, the Curing Party may, but shall not be obligated to, enter upon the Failing Party's Parcel and cure such failure or violation. In such event the Curing Party shall provide the Failing Party with a good faith estimate of the cost of curing the violation and give the Failing Party time to cure the violation. Notwithstanding the foregoing, in the event of an emergency and/or in the event access to or from the Curing Party's Parcel is restricted or limited in any respect, the Curing Party shall not be required to give notice to the Failing Party and the Curing Party may, but shall not be obligated to, immediately enter upon the Failing Party's Parcel and cure such situation. In the event the Curing Party undertakes such cure (in an emergency or otherwise), the Curing Party shall not be liable or responsible to the Failing

Party for any losses or damages thereby sustained by the Failing Party or anyone claiming by, through or under the Failing Party, except for the Curing Party's gross negligence or willful misconduct. If the Curing Party undertakes the aforesaid cure, all the costs and expenses therefore shall be assessed and paid by the Failing Party (or proratably by the then owners of the Failing Party's Parcel) within thirty (30) days of the rendering of a statement therefore, which statement shall specify the details of the acts performed and the costs related thereto.

16. Taxes. The Parties agree that should their respective Parcel become subject to Real Estate Taxes, they will pay their respective taxes when due and owing as to their respective Parcels and further agree that the existence of easements on or across their respective Parcels for the benefit of the other Party will not alter or otherwise shift that Party's real estate tax burden with respect to that Party or Parcel. Unpaid Taxes may be reserved and shall be paid by the Party who is the subject of such tax.

17. Liens. In the event any mechanic's lien or other lien for unpaid sums or services is filed against the Parcel of a Party as a result of services performed or materials furnished for the use of the Party of another Parcel, the Party permitting or causing such lien to be so filed shall cause such lien to be discharged prior to the entry of final judgment (after all appeals) for the foreclosure of such lien and further shall indemnify, defend, and hold harmless the other Party and its Parcel against liability, loss, damage, costs or expenses (including reasonable attorney's fees and costs of suit) on account of such claim of lien. Upon request of the Party whose Parcel is subject to such lien, the Party permitting or causing such lien to be filed shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness that gave rise to such lien or posting bond or other security as shall be required by law to obtain such release or discharge. Nothing herein shall prevent a Party permitting or causing such lien from contesting the validity thereof in any manner such Party chooses so long as such contest is pursued with reasonable diligence. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), such Party shall promptly pay in full the required amount, together with any interest, penalties, costs, or charges necessary to release such lien. For purposes of the foregoing, a Party of a Parcel shall be deemed to have permitted or caused such lien upon or against another Party's Parcel if such lien was permitted or caused by an occupant of the Parcel of such Party, or through such Party's use of an easement granted herein located on that Parcel.

18. Notices. (a) All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (i) on the date of delivery when delivered by hand on a business day during normal business hours or, if delivered on a day that is not a business day or after normal business hours, then on the next business day, (ii) on the date of transmission when sent by facsimile transmission during normal business hours on a business day with telephone confirmation of receipt or, if transmitted on a day that is not a business day or after normal business hours, then on the next business day, (iii) on the second business day after the date of dispatch when sent by a reputable courier service that maintains records of receipt or (iv) five (5) business days after the

date of dispatch when sent by first class or airmail letter; provided, however, that, in any such case, such communication is addressed as provided in the immediately following paragraph (b).

(b) All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be addressed as follows:

if to City to: City of East Peoria
100 S. Main Street
East Peoria, IL 61611-2496
tylivingston@cityofeastpeoria.com

with a copy to: Scott Brunton
Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, IL 61602
scott.brunton@mhtlaw.com

or to such other address as the City may designate in a written notice to the Library; and

if to Library, to: Fondulac District Library
400 Richland Ave.
East Peoria, IL 61611
genna@fondulaclibrary.org

with a copy to: Brian D. Mooty
Heyl Royster Voelker & Allen
300 Hamilton Blvd
Peoria, IL 61601
bmooty@heyloyster.com

or to such other address as Library may designate in a written notice to City.

19. Miscellaneous.

19.1 Force Majeure. Neither Party shall be liable for delay in delivery or nonperformance in whole or in part (other than a failure to pay any amount due hereunder), nor shall the other Party have the right to terminate this Agreement, where delivery or performance has been affected by a condition beyond such Party's reasonable control, including fires, floods, earthquakes, embargoes, shortages, epidemics, quarantines, war, acts of war (whether war be declared or not), terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, or omissions or delays in acting by any government authority; provided, however, that the Party affected by such a condition shall, within ten (10) days of its occurrence, give notice to the other Party stating the nature of the condition, its anticipated duration and any action being taken

to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the nonperforming Party shall use commercially reasonable efforts to remedy its inability to perform.

19.2 Further Assurances. Each Party shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as the other Party may reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes hereof, or to better assure and confirm unto such other Party its rights and remedies under this Agreement.

19.3 No Benefit to Third Parties. The easements, agreements, covenants and representations contained herein are for the benefit of the Parties and their Permittees and are not for the benefit of any third person.

19.4 Entire Agreement; Amendments; Modifications. This REA represents the entire understanding and agreement among the Parties with respect to the subject matter of, and the transactions contemplated with respect to the operation of the Civic Plaza Subdivision. No alteration, change or amendment may be effective unless it shall be in writing signed by each of the Parties and recorded in the Tazewell County Recorder's office by both Parties.

19.5 Severability. If any provision, sentence, phrase or word of this Agreement or the application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. The Parties shall make a good faith effort to replace the invalid or unenforceable provision with a valid one that conforms as nearly as possible with the original intent of the Parties.

19.6 Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by either Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

19.7 Governing Law; Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Any action to enforce this Agreement shall have venue in the courts of Tazewell County, Illinois.

19.8 Remedies. The rights and remedies herein expressly provided are cumulative and not exclusive of any other rights or remedies that the Party would otherwise have at law, in equity, by statute or otherwise.

19.9 Condemnation. In the event any portion of the Library Parcel, City Parcel, or Atrium Building shall be condemned, the award shall be paid to the Party who owns the Parcel or the improvement taken, except that (i) if the taking includes improvements belonging to more than one Party, such as Utility Lines, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned improvements to a useful condition, and (ii) if the taking includes easement rights, the portion of the award allocable to each such easement right shall be paid to the respective benefitting Party thereof. In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this Agreement does not reduce or diminish the amount paid to the Party owning the Parcel or the improvement taken, then the Person owning such other property interest shall have the right to seek an award for the taking thereof.

19.10 Binding Effect; Successors and Assigns. The terms of this Agreement and all easements reserved and established and all covenants and restrictions made hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the Parties and all successive owners of any Parcels comprising the Facility, their tenants, their occupants, their Permittees, their mortgagees, and their respective successors and assigns and any other Person who claims by, through and under such Persons.

19.11 Headings; Interpretation. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be construed fairly according to its terms, without regard to the identity of the drafter of any provision in this Agreement.

(Signatures on following pages)

CITY OF EAST PEORIA:

FONDULAC LIBRARY DISTRICT:

By: _____
John Kahl, Mayor

By: _____
Its: _____

ATTEST: _____
Morgan Cadwalader, City Clerk

ATTEST: _____
Its: _____

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) ss.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that JOHN P. KAHL, personally known to me to be the Mayor of the City of East Peoria, and MORGAN CADWALADER, personally known to me to be the City Clerk of the City of East Peoria, whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they and each of them signed and delivered the foregoing instrument in their official capacities, respectively with full authority as the free and voluntary act and deed of said municipal corporation.

GIVEN under my hand and notarial seal this _____ day of _____, 2023.

Notary Public

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) ss.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of the Fondulac District Library and _____, personally known to me to be the _____ of the Fondulac District Library, whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they and each of them signed and delivered the foregoing instrument in their official capacities, respectively with full authority as the free and voluntary act and deed of said municipal corporation.

GIVEN under my hand and notarial seal this _____ day of _____, 2023.

Notary Public

EXHIBIT B

LEGAL DESCRIPTIONS

City Parcel:

Lot 5 of Civic Plaza Subdivision Section Two as recorded February 15, 2023, as Document No. 202300001741 in Plat Book “QQQ” at page 132; being a part of Lot 1 of Technology Park Subdivision as recorded October 12, 2005, as Document No. 05-25240, in Plat Book “CCC” at pages 24 and 25; situated in the County of Tazewell, and State of Illinois.

Permanent Index Number for information only: 01-01-32-210-002

Commonly known as : 401 W. Washington Street, East Peoria, IL 61611

Library Parcel:

Lot 2 of Civic Plaza Subdivision as recorded March 28, 2012, as Document No. 12-5447, in Plat Book “JJJ” at page 39, being a part of Lot 1 of Technology Park Subdivision as recorded October 12, 2005, as Document No. 05-25240, in Plat Book “CCC” at pages 24 and 25; situated in the County of Tazewell, and State of Illinois.

Permanent Index Number for information only: 01-01-32-207-002

Commonly known as: 400 Richland Avenue, East Peoria, IL 61611

Levee Park:

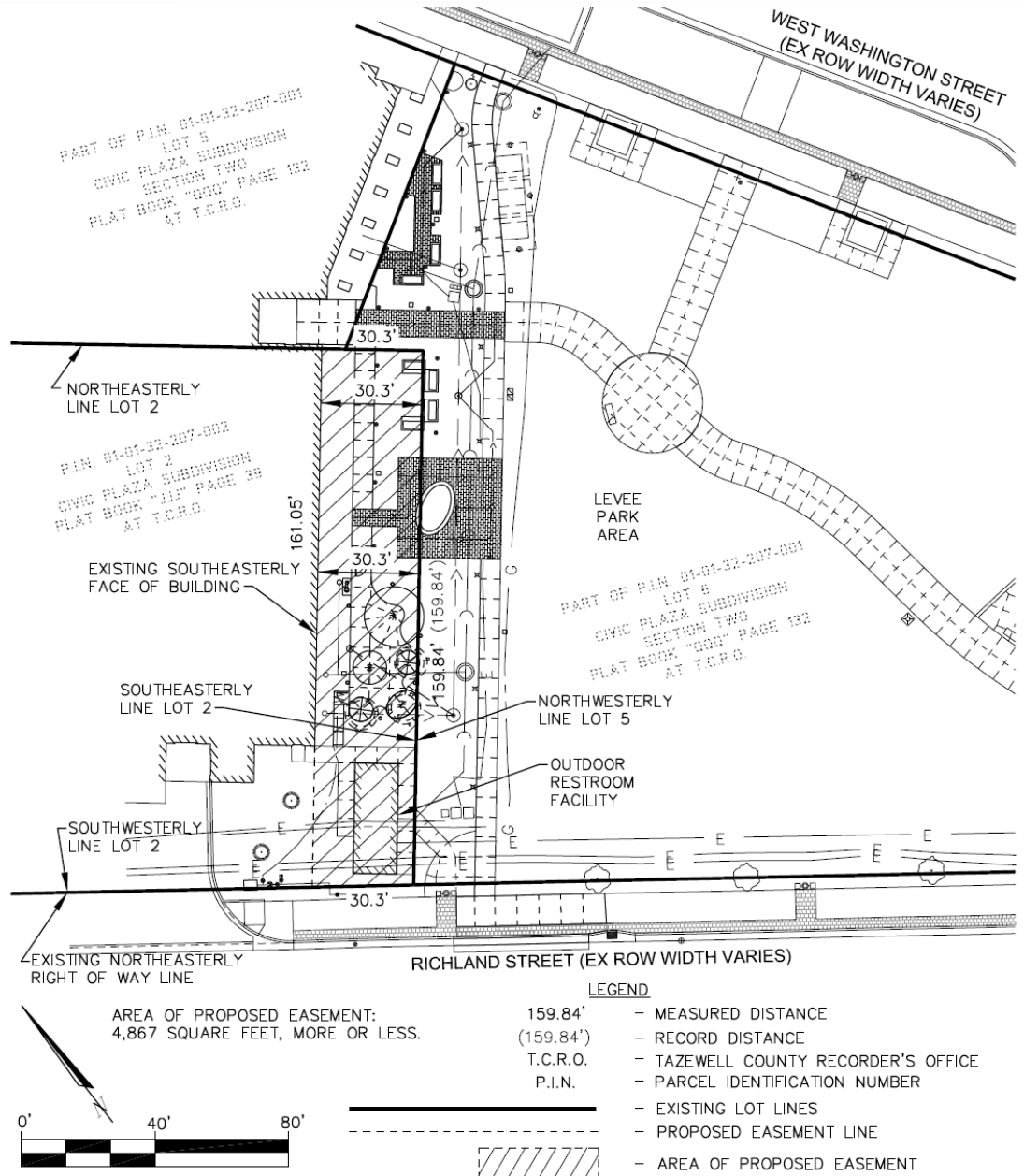
Lot 6 of Civic Plaza Subdivision Section Two as recorded February 15, 2023, as Document No. 202300001741 in Plat Book “QQQ” at page 132; being a part of Lot 1 of Technology Park Subdivision as recorded October 12, 2005, as Document No. 05-25240, in Plat Book “CCC” at pages 24 and 25; situated in the County of Tazewell, and State of Illinois.

Permanent Index Number for information only: 01-01-32-210-003

Commonly Known As: Levee Park

EXHIBIT C

READING GARDEN SITE PLAN AND LEGAL DESCRIPTION



MW
Midwest Engineering
Associates, Inc.

140 E. Washington Street
East Peoria, Illinois 61611
309.222.8800
www.mweainc.com

IL Design Firm Reg. No.
184-005896

READING GARDEN EXHIBIT FOR
RECIPROCAL EASEMENT AGREEMENT
FOR THE
CITY OF EAST PEORIA, IL

Drawn :	BWH 05/03/2023
Checked:	CJD 05/03/2023
Approved:	BWH
PROJECT NUMBER	20200026
FIGURE NUMBER	EXHIBIT

City Reading Garden

Part of PIN 01-01-32-210-003

Library Reading Garden

THE SOUTHEASTERLY 30.3 FEET OF EVEN WIDTH OF LOT 2 IN CIVIC PLAZA SUBDIVISION (RECORDED IN PLAT BOOK "JJJ", PAGE 39 AT THE TAZEWELL COUNTY RECORDER'S OFFICE), BEING MORE PARTICULARLY BOUNDED BY THE NORTHEASTERLY LINE OF SAID LOT 2, THE SOUTHEASTERLY LINE OF SAID LOT 2, THE SOUTHWESTERLY LINE OF SAID LOT 2, SAID LINE ALSO BEING THE EXISTING NORTHEASTERLY RIGHT OF WAY LINE OF RICHLAND STREET, AND THE SOUTHEASTERLY FACE OF THE EXISTING BUILDING AND THE EXTENSION THEREOF TO SAID SOUTHWESTERLY LINE OF LOT 2 AND BEING IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND CONTAINING A TOTAL OF 4,867 SQUARE FEET, MORE OR LESS.

Part of PIN 01-01-32-207-002

EXHIBIT D

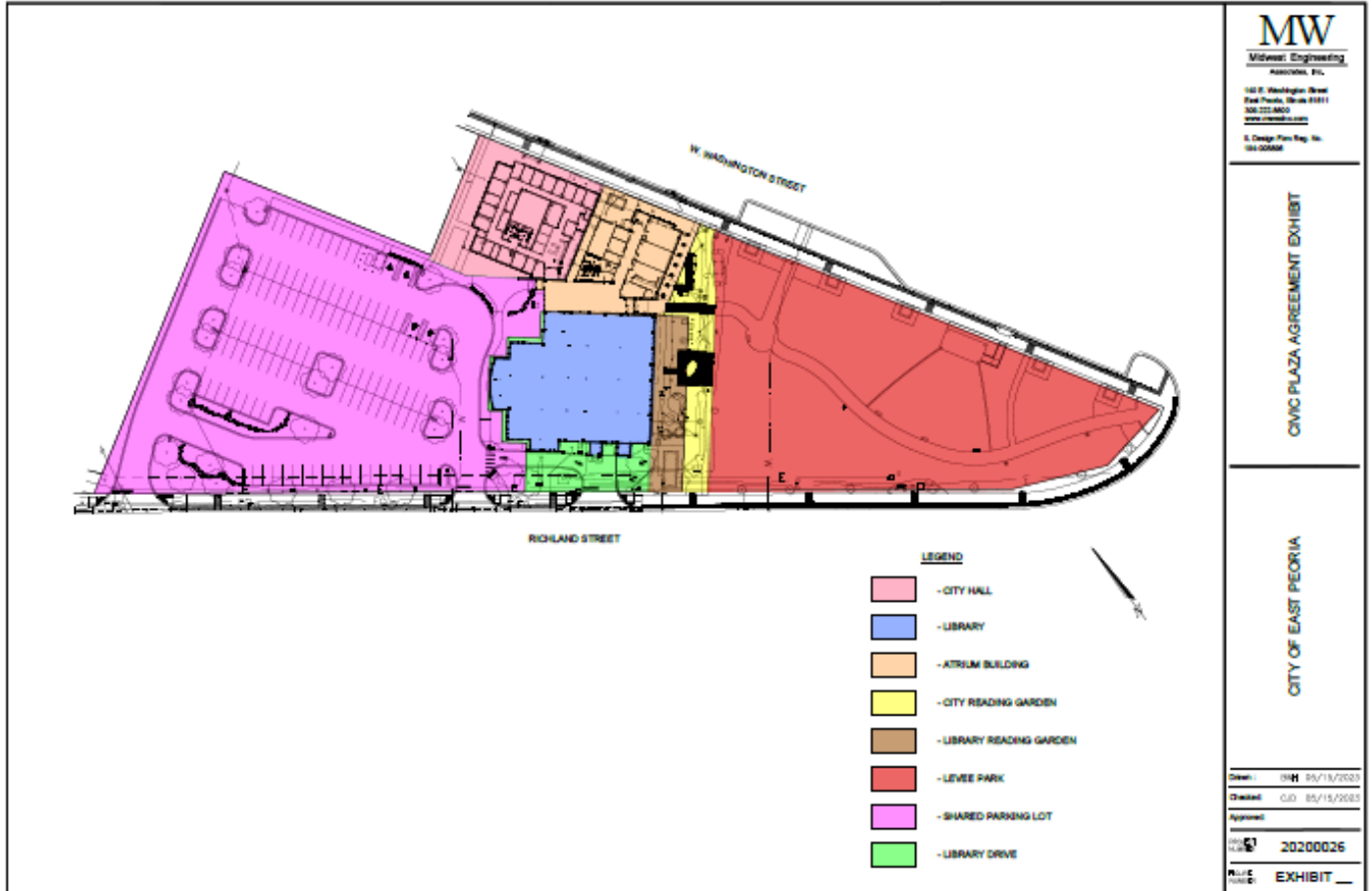


EXHIBIT B:
Amendment to Reciprocal Easement and Operating Agreement

AMENDMENT TO RECIPROCAL EASEMENT AND OPERATING AGREEMENT:
RELEASE OF LOT 4 AND LOT 7 OF THE CIVIC PLAZA SUBDIVISION
(SECTION TWO)

THIS AMENDMENT TO RECIPROCAL EASEMENT AND OPERATING AGREEMENT (this “Amendment”), is made as of September ____, 2023 (the “Effective Date”), by and between **the City of East Peoria**, an Illinois municipal corporation (the “City”) and **Fondulac District Library**, a public library district organized and existing under the laws of the State of Illinois (the “Library”; together with the City, collectively, the “Owners”), under the following circumstances:

A. The Owners are parties to that certain Reciprocal Easement and Operating Agreement recorded December 17, 2013 as Document No. 201300023839 in the County Recorder for Tazewell County, Illinois (the “Declaration”). A portion of the real property encumbered by the Declaration is being purchased by East Peoria FC, LLC, an Indiana limited liability company (“FC”), and another portion of the real property encumbered by the Declaration will be retained by the City the use of which will be granted to FC under an easement agreement, which portions are described in Exhibit A attached hereto and made a part hereof (the “Property”).

WHEREAS, the Owners desire to waive the right of first refusal contained in Section 3.5.2 of the Declaration as it relates to the sale and use of the Property and to remove and release the Property from the lien and encumbrance of the Declaration in accordance with the terms hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Owners hereby agree as follows:

1. **Incorporation of Recitals; Definitions.** The recitals set forth above are hereby incorporated into this Amendment as if set forth herein in full.
2. **Termination.** The Owners hereby release the Property, and all portions thereof, from the operation of the Declaration, and the Declaration shall no longer encumber, attach to, or be a lien against the Property.

3. **Ratification of the Declaration.** Except as specifically set forth in this Amendment, the undersigned Owners declare that the Declaration is unmodified and in full force and effect, and they further ratify, affirm, and confirm that the Declaration as amended by this Amendment. From and after the Effective Date, the term “Declaration” shall be deemed to mean and include the Declaration as amended by this Amendment. This Amendment shall be construed in accordance with the laws of the State of Illinois.

[Signatures commence on next page.]

EXHIBIT A

Legal Description of the Property

Lot 4 and Lot 7 in the final plat of Civic Plaza Subdivision Section Two, as recorded February 15, 2023 as Document 202300001741, being a Subdivision of Lot 1 of Civic Plaza Subdivision as recorded in Plat Book "JJJ", Page 39, being a part of the Northeast Quarter of Section 32, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois