

**LEASE AGREEMENT BY AND BETWEEN  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.146,  
COOK COUNTY, ILLINOIS  
AND  
TINLEY PARK-PARK DISTRICT**

THIS LEASE, made as of this 1st day of July, 2015, by and between Community Consolidated School District No. 146, Cook County, Illinois (hereinafter called "Landlord"), and Tinley Park-Park District, a municipal corporation, (hereinafter called "Tenant")(and hereinafter referred to collectively as the "Parties").

WITNESSETH

WHEREAS, Landlord is the beneficial owner of certain property located adjacent to Fulton School (hereinafter referred to as the "Premises"); and

WHEREAS, Landlord has determined that the Premises, more specifically identified on the attached Exhibit A and incorporated herein by reference, are temporarily unnecessary for its educational programs; and

WHEREAS, the Board of Education of Landlord has authority pursuant to Section 10-22.11 of the School Code (105 ILCS 5/10-22.11) to lease school property to Tenant; and

WHEREAS, the Board of Education of Landlord has found and determined that entry into this Lease is in the best interests of the residents of the school district represented by the Board; and

WHEREAS, the Governing Board of Tenant is permitted to lease grounds for its authorized purposes; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord hereby leases to Tenant, and Tenant hereby leases: from Landlord, the Premises, upon the terms and conditions and agreements hereinafter set forth, and Landlord and Tenant hereby agree as follows:

1. COMMENCEMENT AND EXPIRATION DATES OF TERM. The term of this Lease shall commence on the first (1st) day of September, 2015 (the "Commencement Date") and end on the Thirty-First (31st) day of August, 2025, which period shall be referred to herein as the "Lease Term."

2. USE OF FACILITY BY TENANT. The Parties agree that Tenant may use the Premises for park, playground and recreational purposes (the "Permitted Use").

3. USE OF FACILITY BY LANDLORD. Landlord reserves the right without charge, to use the playground equipment, baseball diamonds, fields, backstops and other recreational facilities constructed on the Premises for Landlord's own recreational programs and activities. Landlord's use of the Premises for such purposes shall be on a priority basis,

however, the Parties agree to meet and confer on an as needed basis to coordinate their use of the Premises.

4. RENT. Tenant agrees to pay Landlord a rental fee of \$1.00 each year during the Lease Term.

5. CONDITION OF PREMISES. Tenant acknowledges that neither Landlord nor any agent or employee of Landlord has made any representation or warranty concerning the Premises, with respect to the suitability, condition or repair thereof, and Tenant accepts possession of the Premises and any items of personal property which Landlord might leave on the Premises "as is." Tenant's taking possession of the Tenant shall be conclusive evidence as against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession hereunder.

Any damage or injury to the Premises caused by the acts or negligence of Tenant, its agents, employees, licensees, invitees, permittees, or visitors, shall be promptly repaired, to the satisfaction of the Landlord, by employees of the Tenant or at its own cost.

6. ALTERATIONS AND IMPROVEMENTS. Tenant shall not have the right, at any time during the term hereof except as otherwise specified herein in Sections 7 and 8 or with the prior written consent of the Landlord, to make additions, alterations, changes or improvements to the Premises or any part thereof. All improvements resulting from any such work shall, upon completion thereof, become the property of the Landlord unless the written consent of the Landlord contains an express provision to the contrary.

Before commencement of any additional work or delivery of any materials onto the Premises, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and indemnification in form and amount satisfactory to Landlord and waivers of lien against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the additions, alterations, changes and improvements. Whether Tenant furnishes Landlord with the foregoing or not, Tenant hereby agrees to hold Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way to said additions, alterations, changes and improvements.

Before commencing any work by an outside contractor Tenant shall furnish Landlord with Builder's Risk insurance satisfactory to Landlord. The coverage and limits under the policies of insurance shall be subject to Landlord's decision and approval, and shall name Landlord, its agents, officers and employees, their successors and assigns, as named insured. Additionally, Tenant shall furnish Landlord with certificates of insurance from all outside contractors performing labor or furnishing materials that insure Landlord against any and all liabilities which may arise out of or be connected in any way with said additions, alterations, changes and improvements.

7. TENANT'S IMPROVEMENTS. Tenant shall be responsible at its sole cost for the prompt completion of those projects and repairs to the Premises identified in attached Exhibit B. In the event that Tenant shall not have completed said projects and repairs within one hundred and eighty (180) days of the Commencement Date, Landlord shall be permitted to undertake said projects and repairs itself, without the issuance of a written purchase order, and charge Tenant its actual costs, including labor, materials and overhead, of performing such projects and repairs.

8. MAINTENANCE AND MINOR REPAIRS. During the term of this Lease, Tenant agrees to maintain the Premises in a clean, safe and orderly manner and in full compliance with all applicable federal, state, county and local laws and regulations. Tenant further agrees to assume all costs and obligations for the necessary repair or replacement of any improvements constructed on the Premises. Tenant's obligations shall not extend to the wetland areas located to the west and north of the building located on the Premises.

Tenant agrees to perform all necessary maintenance services upon the Premises, including but not limited to, the seeding, fertilizing, and mowing of grass, the removal of litter and debris, and the cleaning away of snow, sleet, ice and freezing rain from sidewalks on the Premises.

During the term of this Lease, Tenant agrees that it shall be responsible for ordinary maintenance and minor repairs to the Premises which may be damaged by Tenant, or its employees, licensees, permittees, or invitees. In addition, in the event Landlord shall be dissatisfied with Tenant's maintenance services or minor repairs to improvement constructed on the Premises Landlord shall notify Tenant of its areas of dissatisfaction. If Tenant fails to resolve Landlord's concerns within five (5) working days after notice by Landlord to Tenant, Landlord shall be permitted to perform the custodial services, or do the repairs or replacements itself, without the issuance of a written purchase order, and charge Tenant its actual costs, including labor, material and overhead, of performing suchwork.

9. UTILITIES. Tenant shall be responsible for the initial payment of any and all water, sewer, and electricity service charges ("Utility Charges") which may be installed on the Premises during the Lease Term. Landlord shall reimburse Tenant for Utility Charges arising from Landlord's use of the Premises on the following basis. Tenant shall provide Landlord at the conclusion of each school fiscal year with evidence of the Utility Charges which Tenant paid for the operation of the Premises during the preceding applicable period. Landlord shall pay to Tenant in one lump sum payment and within ten (10) days of Landlord's receipt of such evidence that percentage of the Utility Charges which is directly representative of Landlord's use of the Premises.

Tenant shall be solely responsible for all charges and costs applicable to the installation of such utilities on the Premises.

10. LIABILITY INSURANCE. Tenant agrees during the term hereof to carry public liability insurance or general comprehensive liability insurance, in the joint names of Landlord, its board members individually, and its agents and employees, and Tenant, covering the Premises for injury or death to any person or persons, and property damage, in such amounts and with such insurance companies licensed to do business in Illinois as are satisfactory to Landlord, and to pay the applicable premiums therefore and to deliver said policies or certificates thereof annually to Landlord. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it, or by independent instrument furnished to Landlord, that it will give Landlord thirty (30) days prior written notice before the policy or policies in question shall be altered or canceled.

11. INDEMNIFICATION. Tenant will indemnify Landlord and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of or in connection with the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, or their successors or assigns. In case Landlord or its officers, employees or agents or their successors or assigns shall, without fault on their part, be made a party to any litigation commenced by or against Tenant or its officers, employees, agents, or their successors or assigns, then Tenant shall protect and hold Landlord and its officers, employees and agents or their successors or assigns harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by them in connection with such litigation.

12. PERSONAL PROPERTY. Landlord shall not be liable and Tenant waives all claims against Landlord for damage to personal property sustained by Tenant or any other person claiming through Tenant resulting from any action or occurrence on the Premises or any equipment or appurtenance thereto becoming out of repair or resulting directly or indirectly from any act or neglect of Landlord or any occupant or other person on the Premises. All personal property belonging to Tenant or any other occupant on the Premises shall be there exclusively at risk of Tenant or such other persons and Landlord shall not be liable for any damage thereto or the theft or misappropriation thereof.

13. DEFAULT. If default be made in the payment of rent or other sums to be paid by Tenant in accordance with this Lease, or in the event of default in any of the covenants herein

contained to be kept by Tenant, it shall be lawful for Landlord at any time, at its election, with prior written notice of its intention to that effect, to declare said Lease Term ended and to reenter the Premises with or without process of law, and to remove Tenant or any persons occupying same, without prejudice to any remedies which might otherwise be used for arrears of rents or other sums due, and Landlord shall have at all times the right to distain for rent due and shall have a valid and first lien upon all personal property which Tenant owns or may hereafter acquire or have an interest in, as security for payment of the rent or other sums.

14. GOVERNMENTAL REGULATIONS. Tenant shall at its expense comply with all requirements of state, federal, and local regulatory authorities and governmental regulated utility companies with respect to its use of the Premises and shall promptly obtain and maintain at its expense and at all times any required licenses, certificates, or variations of the zoning laws. Should Tenant be found to be in violation of any federal, state, or applicable local rules, statutes, regulations, or ordinances and be unable to cure such violations within thirty (30) days or such reasonable extension of time as is mutually agreed upon between Tenant and Landlord, this Lease shall terminate.

15. ASSIGNMENT AND SUBLETTING. Tenant shall not sell, assign, hypothecate, sublet or transfer this Lease or Tenant's interest hereunder, or subject the Premises or any part thereof, or permit the Premises or any part thereof, to be used for any purpose other than for the Permitted Use, without the prior written consent of the Landlord in each instance, which consent shall be granted or withheld in Landlord's sole and absolute discretion. Consent by Landlord to an assignment or subletting shall not be construed as relieving Tenant from obtaining the express written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder. Any sublessee or assignee whose sublease or assignment meets the foregoing requirements shall use the Premises only for the Permitted Use.

16. RIGHTS AND REMEDIES. The various rights and remedies herein granted to Landlord and Tenant shall be cumulative and in addition to any other remedies Landlord and Tenant may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's or Tenant's right to exercise any other right or remedy.

17. RIGHT OF ENTRY. Landlord and its agents shall have the right to enter the Premises at all reasonable times for the purpose of examining or inspecting the same, or for other purposes permitted under this Lease; provided, however, that nothing herein contained shall be construed as imposing upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the Premises, except as specifically provided for in this Lease.

18. SURRENDER OF PREMISES. At the termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition and repair as reasonable and proper use thereof would permit. At the end of the term hereof, Tenant shall not remove any equipment, or other personal property placed on the Premises by Tenant unless Landlord has consented in writing to the removal of same and Tenant promptly pays Landlord's actual costs, including labor, material and overhead for repairs necessary to restore the Premises.

19. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be given personally or by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant or to Landlord at the address noted above the signature of

the respective parties, as the case may be. Either party may by written notice to the other specify a different address for notice purposes.

20. PARTIAL INVALIDITY. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

21. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto.

22. TAXES. If the Premises, or any part thereof, are determined to be used for non-exempt purposes and become subject to taxation, Tenant shall be responsible for the payment of any taxes assessed directly against the Premises or pursuant to a leasehold tax for the Lease Term, and said taxes shall constitute additional rent due hereunder and shall be payable at the time said taxes are due. Landlord and Tenant shall each have the right to challenge, at their own expense, any loss of tax exempt status of the Premises.

23. TERMINATION. Notwithstanding any provisions herein to the contrary, Landlord may terminate this Lease at the conclusion of any year of the Lease Term (August 31) upon one hundred and eighty (180) days prior written notice to Tenant, if Landlord shall determine that the Premises or a portion thereof are required by Landlord for its educational programs or that the Premises should be sold. Similarly, Tenant may terminate this Lease for any reason at the conclusion of any year of the Lease Term (August 31) upon one hundred and eighty (180) days prior written notice to Landlord.

24. RENEWAL. At least ninety (90) days prior to the expiration of the Lease Term, Landlord and Tenant shall meet to determine whether to renew the Lease for an extended period of five years or such other lease term that Landlord and Tenant may mutually agree upon as well as to establish the terms and conditions applicable to such renewed lease of the Premises.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease on the date first above written.

TENANT:

TINLEY PARK-PARK DISTRICT

LANDLORD:

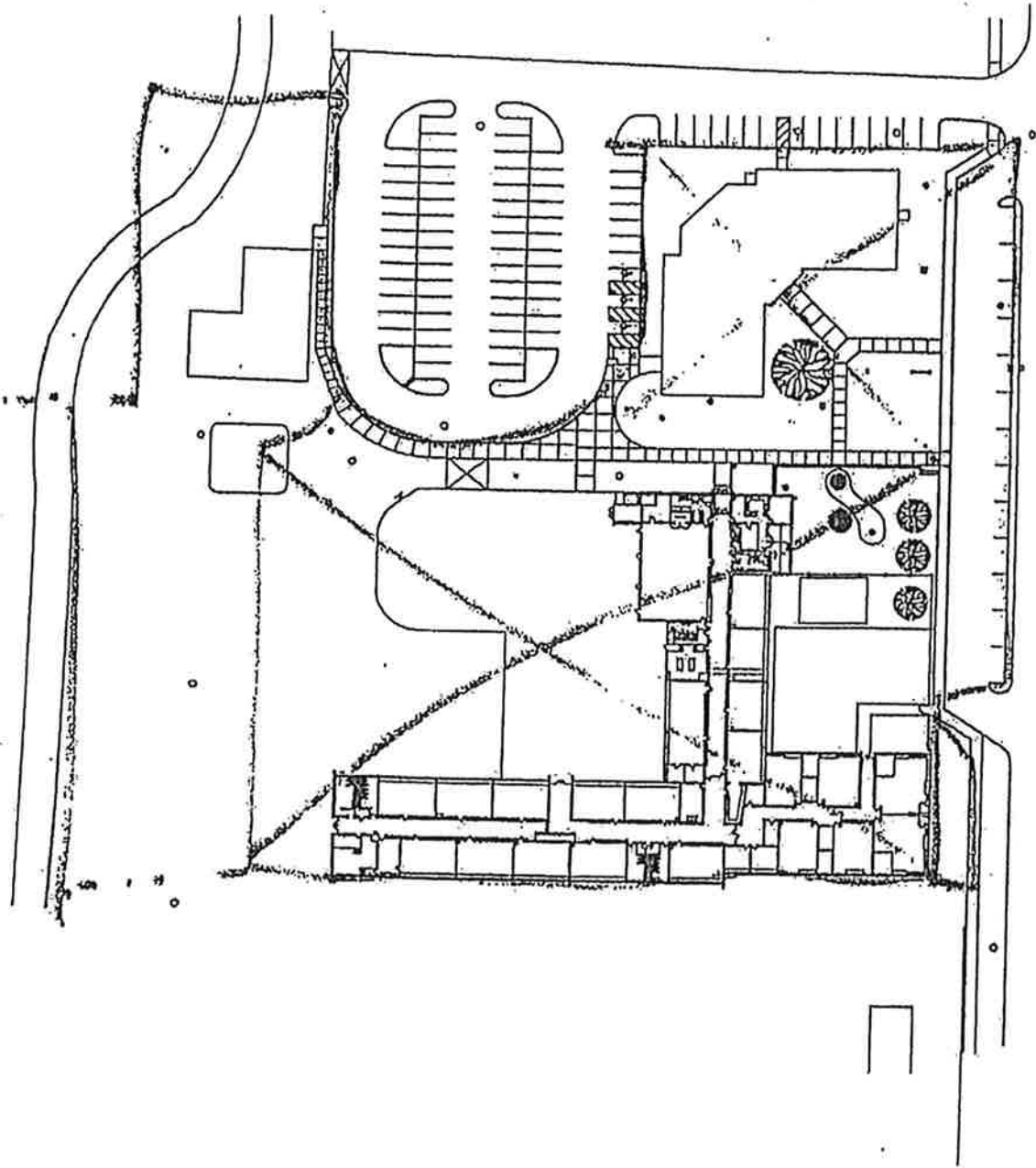
COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT NO. 146,  
COOK COUNTY, ILLINOIS  
Administration Center  
6611 West 171st Street  
Tinley Park, IL 60477

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President, Board of Education

EXHIBIT A-1

MAP OF PREMISES

[Attach Map]

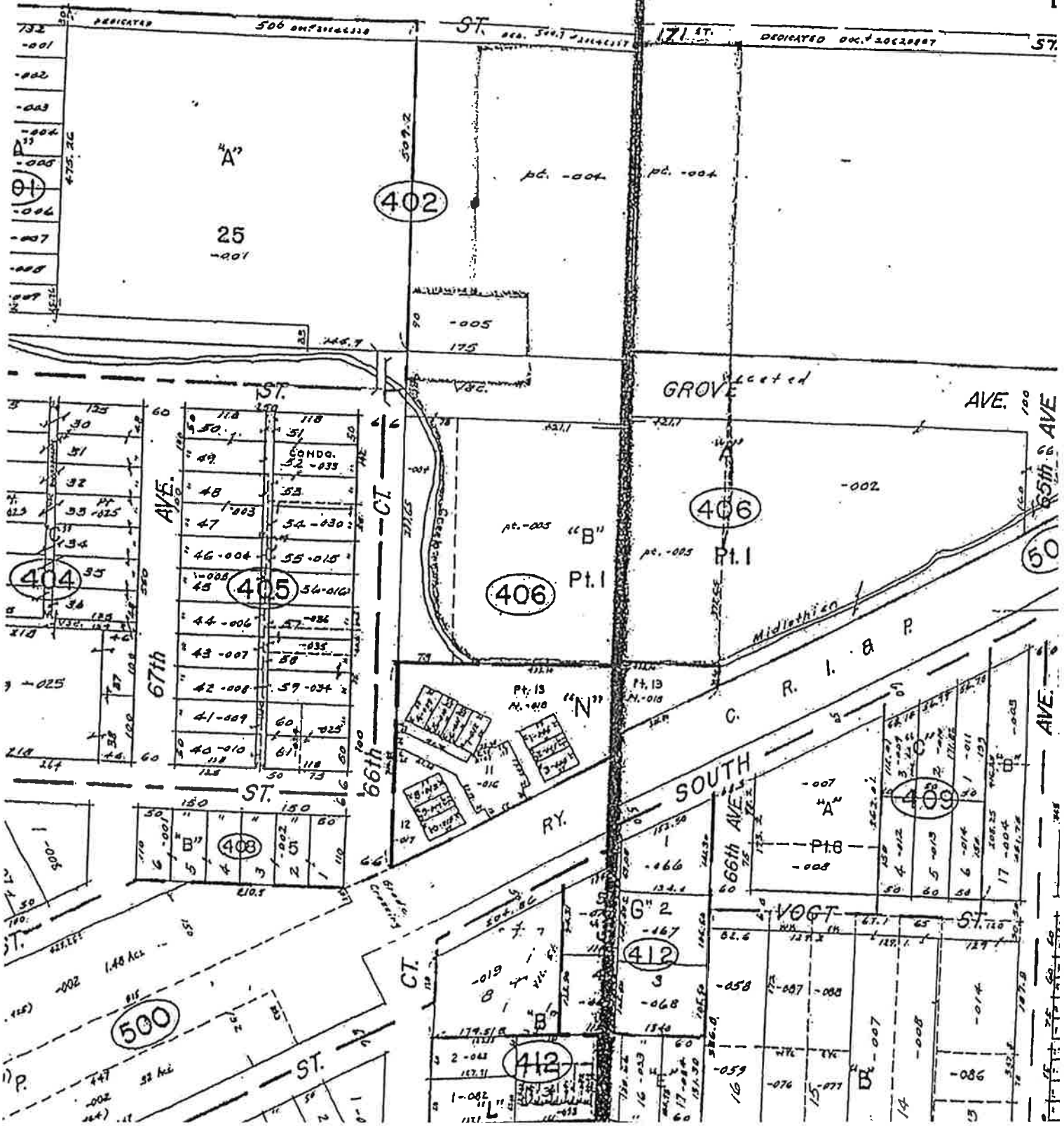


Administration Center /  
Fulton School  
6601-6611 W. 17th Street

A-2

E. 1/4 Sec. 30-36-13  
BREMEN

E. 1/2 S.E. 1/4





A-3

EXHIBIT

MAP OF PREMISES

[Attach Map]

