

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2013-036

A ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AND LEASE WITH THE VERNON HILLS PARK DISTRICT TO ALLOW THE PARK DISTRICT TO CONSTRUCT AND OPERATE A MAINTENANCE BUILDING AND RELATED IMPROVEMENTS ON VILLAGE-OWNED PROPERTY, LOCATED NORTH OF AND ADJACENT TO CENTURY PARK

THE 18th DAY OF JUNE 2013

Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 19th Day of June 2013

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, COUNTY OF LAKE AND STATE OF ILLINOIS:

SECTION I. That the Village Manager is, subject to Village Attorney approval, authorized to execute the Intergovernmental Agreement and Lease with the Vernon Hills Park District to allow the District to construct and operate a Maintenance Building and related parking lot and outdoor storage yard on Village-owned property located north of and adjacent to Century Park, consistent with the Intergovernmental Agreement and Lease as setforth in Exhibit B.

SECTION II. SEVERABILITY. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION III. REPEAL AND SAVINGS CLAUSE. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the Village of Vernon Hills prior to the effective date of this ordinance.

SECTION IV. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION V. ORDINANCE NUMBER. This ordinance shall be known as Ordinance Number 2013-036.

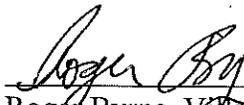
Dated the 18th day of June 2013.

Adopted by roll call vote as follows:

AYES: 6 – Hebda, Koch, Marquardt, Schultz, Schwartz, Williams

NAYS: 0 - None

ABSENT: 0 - None



Roger Byrne, Village President

PASSED: June 18, 2013

APPROVED: June 18, 2013

PUBLISHED: June 19, 2013

ATTEST



Michael S. Allison, Village Manager/Clerk

ORDINANCE 2013-036

A ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AND LEASE WITH THE VERNON HILLS PARK DISTRICT TO ALLOW THE PARK DISTRICT TO CONSTRUCT AND OPERATE A MAINTENANCE BUILDING AND RELATED IMPROVEMENTS ON VILLAGE-OWNED PROPERTY, LOCATED NORTH OF AND ADJACENT TO CENTURY PARK

WHEREAS, the Village of Vernon Hills is the owner of property which extends west from Lakeview Parkway, running parallel to the former Elgin, Joliet & Eastern Railroad right-of-way, said property is depicted and legally described in Exhibit A, and referred to herein as "the Property"; and

WHEREAS, the Vernon Hills Park District owns Century Park which is adjacent to the Property; and

WHEREAS, the Vernon Hills Park District seeks to construct a maintenance building and parking lot on a portion of the Property as depicted in Exhibit "A"; and

WHEREAS, the Village of Vernon Hills, pursuant to Ordinance 2013-028, granted the necessary approvals to allow the construction and operation of the Maintenance Building and related parking lot and outdoor storage yard; and

WHEREAS, the Vernon Hills Park District has requested that the Village enter into an Intergovernmental Agreement and Lease to allow the District to construct and operate a Maintenance Building and related parking lot and outdoor storage yard on the Property indicated in Exhibit A; and

WHEREAS, the Vernon Hills Park District and the Village of Vernon Hills are governmental units, authorized by the constitution (Section 10 (a) of Article VII of the Illinois Constitution 1970) and statutes of the State of Illinois (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements; and

WHEREAS, the Village is further authorized under its Home Rule powers; and

WHEREAS, the Village supports the plan for the proposed maintenance building and agrees to enter into an Intergovernmental Agreement and Lease with the Vernon Hills Park District to allow the District to construct and operate a Maintenance Building and related parking lot and outdoor storage yard on the Property consistent with the attached Intergovernmental Agreement and Lease as set forth in Exhibit B.

Exhibit A

Legal Description

Exhibit B

Intergovernmental Agreement and Lease

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

CERTIFICATE

I, MICHAEL S. ALLISON, CERTIFY THAT I AM THE DULY APPOINTED VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS. I FURTHER CERTIFY THAT ON JUNE 18, 2013, THE CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED AND APPROVED ORDINANCE 2013-036 A ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AND LEASE WITH THE VERNON HILLS PARK DISTRICT TO ALLOW THE PARK DISTRICT TO CONSTRUCT AND OPERATE A MAINTENANCE BUILDING AND RELATED IMPROVEMENTS ON VILLAGE-OWNED PROPERTY, LOCATED NORTH OF AND ADJACENT TO CENTURY PARK

THE PAMPHLET FOR ORDINANCE NO. 2013-036, INCLUDING THE ORDINANCE AND A COVER SHEET THEREOF WAS PREPARED, AND A COPY OF SUCH ORDINANCE WAS POSTED IN THE VILLAGE HALL, COMMENCING JUNE 19, 2013 AND CONTINUING FOR AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN THE OFFICE OF THE VILLAGE CLERK.

DATED IN VERNON HILLS, ILLINOIS, THIS 19th DAY OF JUNE, 2013



MICHAEL S. ALLISON, VILLAGE CLERK

SEAL



AFFIDAVIT OF SERVICE

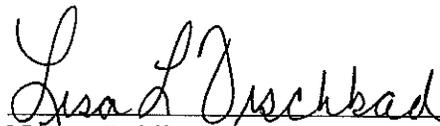
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, MICHAEL S. ALLISON, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE 2013-036 AN ORDINANCE ASCERTAINING PREVAILING WAGE A ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AND LEASE WITH THE VERNON HILLS PARK DISTRICT TO ALLOW THE PARK DISTRICT TO CONSTRUCT AND OPERATE A MAINTENANCE BUILDING AND RELATED IMPROVEMENTS ON VILLAGE-OWNED PROPERTY, LOCATED NORTH OF AND ADJACENT TO CENTURY PARK TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM JUNE 19, 2013 TO JUNE 29, 2013.



MICHAEL S. ALLISON, VILLAGE CLERK

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 19th DAY OF JUNE
2013.



Notary Public



VERNON HILLS PARK DISTRICT

ORDINANCE NO. 9-13

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL LEASE AGREEMENT
WITH THE VILLAGE OF VERNON HILLS TO ENABLE THE VERNON HILLS PARK DISTRICT TO CONSTRUCT
AND OPERATE A PARK MAINTENANCE SERVICE FACILITY AND RELATED IMPROVEMENTS ON VILLAGE
OWNED PROPERTY LOCATED NORTH OF AND ADJACENT TO CENTURY PARK**

WHEREAS, the Village of Vernon Hills ("Village") is the owner of real property which extends west from Lakeview Parkway, running parallel to the former Elgin, Joliet & Eastern Railroad right-of-way, which property is depicted and legally described in Exhibit "A" attached to and incorporated by this reference in this Ordinance ("the Property"); and

WHEREAS, the Vernon Hills Park District ("Park District") owns real property commonly known as Century Park which is located adjacent to the Property; and

WHEREAS, the Park District has determined that it is in the best interests of the Park District to construct a parks maintenance service center, parking lot and outdoor storage yard on a portion of the Property as depicted in Exhibit "A" and has requested a long term lease and necessary approvals from the Village in order to do so; and

WHEREAS, the Park District and the Village are governmental units, authorized by the constitution (Section 10 (a) of Article VII of the Illinois Constitution 1970) and statutes of the State of Illinois (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements; and

WHEREAS, the Village is further authorized under its Home Rule powers to enter into intergovernmental agreements including such agreements providing for the lease of its real property ; and

WHEREAS, the Park District is further authorized under Section 8-16 of the Park District Code to lease real estate for a period not to exceed 99 years and to improve the same in such manner as may be required for corporate purposes by the construction of capital improvements thereon when so authorized by the affirmative vote of two-thirds of the members of the Park Board.

WHEREAS, the Village, pursuant to Ordinance 2013-028, granted the necessary approvals to allow the construction and operation of the park maintenance service center and related parking lot and outdoor storage yard; and

WHEREAS, the Village, pursuant to Ordinance 2013-036 authorized the execution of the attached intergovernmental agreement and Lease as set forth in Exhibit "B" attached to and incorporated by this reference in this Ordinance.

NOW THEREFORE, IT IS HEREBY ORDAINED by the Board of Park Commissioners of the Vernon Hills Park District Lake County, Illinois ("Board"), as follows:

Section 1. The Board finds that all of the recitals contained in the preamble to this Ordinance are true and correct and does hereby incorporate them in this Ordinance by this reference.

Section 2. The form, terms and provisions of the intergovernmental Lease agreement attached to and incorporated in this Ordinance as Exhibit B ("Lease") are hereby in all respects approved.

Section 3. The President of the Board is authorized to execute the Lease in the name and on behalf of the Park District and the Secretary of the Board is authorized to attest to his signature, and to deliver a certified copy thereof to the Village.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the Park District prior to the effective date of this Ordinance.

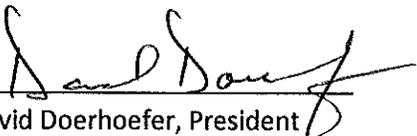
Section 5. This Ordinance shall be in full force and effect from and after its adoption as provided by law.

Adopted this 27th day of June, 2013 by the affirmative roll call vote of two-thirds of the members of the Board as follows:

AYES:

NAYS:

ABSENT AND NOT VOTING:



David Doerhoefer, President
Board of Park Commissioners
Vernon Hills Park District

ATTEST:



Jeffrey Fougere, Secretary
Board of Park Commissioners
Vernon Hills Park District

STATE OF ILLINOIS)
)
COUNTY OF LAKE) ss

SECRETARY'S CERTIFICATE

I, Jeffrey Fougerousse, do hereby certify that I am the Secretary of the Board of Park Commissioners of the Vernon Hills Park District, Lake County, Illinois and, as such, I am keeper of the records, ordinances, files and seal of said Park District; and

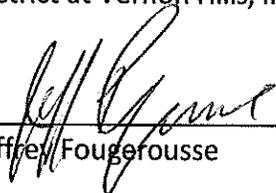
I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of:

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL LEASE AGREEMENT WITH THE VILLAGE OF VERNON HILLS TO ENABLE THE VERNON HILLS PARK DISTRICT TO CONSTRUCT AND OPERATE A PARK MAINTENANCE SERVICE FACILITY AND RELATED IMPROVEMENTS ON VILLAGE OWNED PROPERTY LOCATED NORTH OF AND ADJACENT TO CENTURY PARK

adopted at a duly called regular meeting of the Board of Park Commissioners of the Vernon Hills Park District held at Vernon Hills, Illinois in said District at 6:30 p.m. on the 27th day of June, 2013.

I do further certify that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, and on the District's website, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereto affix my official signature and the seal of said Vernon Hills Park District at Vernon Hills, Illinois, this 27th day of June, 2013.



Jeffrey Fougerousse

[SEAL]

LEASE OF LAND

This Agreement for the Lease of Land ("Lease") is made this 27 day of June, 2013 ("Effective Date"), by and between the Village of Vernon Hills, an Illinois municipal corporation (hereinafter "Lessor"), and the Vernon Hills Park District, a duly constituted Illinois park district (hereinafter "Lessee.") pursuant to their intergovernmental powers under the Illinois Governmental Cooperation Act and the Village's Home Rule authority. Lessor and Lessee are sometimes hereinafter individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Lessor is the sole owner of certain real property legally described in "**Exhibit A**" attached to and made a part of this Lease, which property is commonly referred to as Vernon Hills, Illinois (hereinafter "Premises"); and

WHEREAS, Lessee desires to lease the Premises for the construction and operation of its new parks maintenance service center; and

WHEREAS, in addition to the other powers and authority now possessed by it, Lessor has the power and authority to lease real estate, as lessor, and to permit the construction by Lessee of improvements thereon; and

WHEREAS, in addition to the other powers and authority now possessed by it, Lessee has the power and authority to lease real estate, as lessee, for a period not to exceed 99 years and to improve same in such manner as may be required for its corporate purposes by the construction of a maintenance service facility thereon when so authorized by the affirmative vote of two-thirds of the members of Lessee's Board of Park Commissioners; and

WHEREAS, the Constitution and laws of the State of Illinois authorize and encourage cooperation between units of local government; and

WHEREAS, the Parties have each determined that the lease of the Premises by Lessee for the construction and operation of a new parks maintenance service center, on the terms and conditions hereinafter set forth is in the best interests of their respective residents.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals**: The recitals contained in the above preamble are incorporated in and made a part of this Lease.
2. **Lease, Rent and Lease Term**:
 - a. In the spirit of intergovernmental cooperation, subject to and conditioned upon the express covenants and agreements hereinafter set forth, Lessor covenants and agrees to lease the Premises to Lessee during the "Term" (as hereinafter defined) of this Lease and Lessee agrees to lease the Premises from Lessor, in each instance rent free, Notwithstanding the foregoing, it is the purpose and intent of Lessor and Lessee that all costs, expenses and obligations relating to the Premises which may arise or become due during the term of this Lease as a result of Lessee's use, construction and occupancy shall be paid by Lessee, including but not limited to all taxes and assessments, water rates, sewer rates, license and permit fees and all other charges which may

be levied upon the Premises as a result of the Lessee's use and occupancy. All of which said taxes, assessments, water rates, sewer rates, license and permit fees and other charges shall be paid by the Lessee before they shall become delinquent and that Lessee hereby agrees to and shall indemnify, defend and hold Lessor harmless from and against and shall be indemnified from and against said costs and expenses.

b. Unless sooner terminated by Lessee in accordance with Paragraph 14, below, the term of this Lease shall be for a ninety-nine (99) year period, commencing on the 27 day of June 2013 and ending ninety-nine (99) years from June 27, 2013 (hereinafter "Term").

3. **Use:** Subject to compliance with the provisions of this Lease, and Lessor's Ordinance No. 2013-028, Lessee is permitted to construct and operate a maintenance facility building and related parking lot, which is intended solely for use by the Park District for storage and maintenance of Park District vehicles, machinery and equipment and activities related thereto (collectively "Maintenance Service Center" and or "Permitted Use"). No underground gas and/or storage tanks shall be located on the Premises and no hazardous materials shall be maintained on the Premises in violation of applicable federal or state law. No exterior work on equipment or vehicles shall be allowed that produce noise that unreasonably disturbs the nearby residents. Lessee shall restrict its use of the Premises to the Permitted Use and those uses permitted in Village Ordinance No. 2013-028, and shall not use the Premises for any other purpose or use, without the prior written consent of Lessor, which consent may be withheld in Lessor's sole and exclusive discretion.

4. **Delivery and Condition of Premises.** The Premises are currently unimproved and are subject only to the easements described or depicted on Exhibit A. Upon the delivery of possession of the Premises to Lessee, Lessee shall be deemed to have accepted the "as-is", "where-is" condition of the Premises existing as of the date of delivery of possession.

5. **Governmental Regulations:** Lessee, at its sole cost, shall comply with all applicable requirements of state and federal regulatory authorities, and local regulatory authorities with respect to its use of the Premises.

6. **Improvements and Alterations.**

A. Lessee shall obtain the required building permits ("Permits") as may be necessary to construct and occupy a Maintenance Service Center building. The building, parking lot and other site improvements and the other items permanently affixed to the real estate which cannot be removed without material injury to the realty, are hereinafter individually and collectively referred to as "Lessee's Improvements". Lessee's Improvements for purposes of this Lease shall not include removable fixtures (so long as removal does not require repair to the building), machinery, equipment, stock, inventory, materials, supplies or vehicles.

B. Prior to the commencement of construction Lessee shall obtain and maintain or, if the work is being performed by independent contractors, require the contractors performing the Work to obtain and maintain insurance as provided in Paragraph 10, below. Lessee shall provide Lessor with evidence of such insurance coverage, insuring Lessor as an additional named insured, as soon as possible after obtaining same. Lessee hereby indemnifies and shall defend Lessor and hold Lessor harmless from and against any damages, costs, liabilities, judgments, fees, claims, loss of life, expenses, attorney's fees or other losses incurred by Lessor (collectively "Claims") under the provisions of this Lease, including, but not limited to any Claims accrued by virtue of (i) Lessee's failure to obtain insurance coverage or (ii) any mechanic's liens being asserted against the Premises.

7. **Maintenance and Repairs.** Lessee covenants and agrees at its sole cost and expense at all times during the term of this Lease to maintain and keep the Premises and all improvements now or hereafter located thereon in a clean and orderly condition in compliance with all applicable laws, statutes,

ordinances and regulations and to make all necessary repairs thereto, interior and exterior, structural and non-structural. Lessor shall not be required to furnish any service or make any repair or replacement to the Premises or any improvement thereon. Lessee agrees to pay all charges for connection and use of water, sanitary sewers, storm sewers, gas, alarm, phone, cable, computer lines, electricity and all other utilities incurred by Lessee in connection with the Premises.

8. **Mechanic's Liens.** Lessee will not permit the Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to the Lessee in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of Lessee. In the event such a lien is filed against the Premises then Lessor may, at its election (but shall not be required to do so) remove or discharge such lien or claim for lien (with the right in its discretion to settle or compromise the same) and any amounts advanced by Lessor for such purposes shall be due from Lessee to Lessor within thirty (30) days after any such payment by Lessor.

Notice is hereby given that Lessor shall not be liable for any labor or materials or services furnished or to be furnished to Lessee upon credit, and that no mechanics or other lien for any such labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of Lessor in the Premises or in this Lease.

9. **Hold Harmless and Indemnification:** Lessor assumes no responsibility or liability for bodily injuries or for damage to or destruction, loss or theft of property, in connection with or relating directly or indirectly to the construction activities undertaken by or on behalf of Lessee on the Premises or the conduct of Lessee's activities on the Premises. Lessee hereby agrees to defend, indemnify and hold harmless Lessor, its elected and appointed officials and its employees and their respective agents, officers, directors, managers, employees, volunteers or attorneys (all of said parties are, for the purposes of this Paragraph 7 individually and collectively referred to as "Indemnitees") against and from all claims

or demands for injury or death to any person or persons from any cause relating to Lessee's activities conducted on the Premises. Lessee further agrees that if in any case the waiver and hold harmless provisions of this Lease are declared invalid, Lessor shall have the full benefit of any insurance effected by Lessee upon the Premises and against the hazard involved; and Lessee agrees that all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against Lessor in connection therewith.

10. Insurance: Lessee agrees to provide and maintain, in addition to insurance as otherwise required hereunder, with its intergovernmental self-insurance agency, and at Lessee's sole cost, builder's risk insurance, public liability insurance, insuring Lessee against all claims, demands or actions for injury or death to one or more people in any one occurrence, in an amount of not less than One Million Dollars (\$1,000,000.00), and for damage to property in an amount of not less than One Million Dollars (\$1,000,000.00) made by or on behalf of any person, firm or corporation, arising from, related to or connected with the conduct and operation of Lessee's construction, use or occupancy of the Premises. Lessor shall be named as an additional named insured as respects all coverage in the amount of One Million Dollars (\$1,000,000.00) as required by the previous subparagraph. Lessee shall also maintain Worker's Compensation insurance if required by law, at its sole cost and expense. Lessee shall provide Lessor with certificates of insurance showing the required coverages to be in effect promptly upon commencement of this lease. All certificates shall provide for thirty (30) days' written notice to Lessor prior to the cancellation of or a material change in any insurance coverages referred to therein. Lessee shall provide Lessor with evidence that the required insurance is in effect. After the first five (5) years of the lease term and for every five (5) years of the lease term thereafter, Lessor shall have the right to require such coverages and limits as are comparable to those specified above, taking into account inflation, or to require such other coverages and limits as shall be reasonably necessary to carry out the intent of this

paragraph. Lessor shall use reasonable best efforts to advise Lessee of changed insurance requirements at least one hundred twenty (120) days prior to the effective date of such change and Lessee shall have the right to terminate this Lease in accordance with Paragraph 14, below.

11. **Policing:** Lessee hereby authorizes Lessor through its duly constituted municipal police department to enforce all state, county, municipal and park district statutes, codes and ordinances on all portions of the Premises.

12. **Subletting and Assignment.** Lessee shall not sublease or assign the Premises, or any portion thereof, without the prior written consent of Lessor.

13. **Surrender.** In the event of the termination of the Leasehold estate hereunder, whether upon the expiration of the Term or earlier termination, Lessor shall, thereupon, be and become the absolute owner of and vested with full title to and ownership of Lessee's Improvements, free and clear of all rights or claims of Lessee and all persons hereafter claiming by, through or under Lessee.. When Lessee surrenders the Premises to Lessor, Lessee agrees to satisfy or have satisfied, all liens or encumbrances placed on its interests in the Premises. Title to Lessee's Improvements shall automatically vest in Lessor in the event of a termination of the leasehold estate hereunder and without the necessity for the execution or delivery by Lessee of any instrument transferring title.

14. **Termination: Rights of Lessee:** Lessee shall have the right to terminate this Lease at any time upon at least ninety (90) days' prior written notice to Lessor. Upon termination of this Lease or any successive term thereof, for any reason whatsoever, Lessee reserves the right to remove all items other than Lessee's Improvements constructed by Lessee upon the Premises within ninety (90) days after such notice of termination.

15. **Default:** If default shall be made by Lessee in any covenant, agreement, condition or undertaking ("term") contained in this Lease, Lessor shall give written notice thereof to Lessee, and if Lessee fails to cure or otherwise eliminate the cause of such default within thirty (30) days of such notice, or fails to commence and diligently pursue cure of such default within thirty (30) days of such notice, if the default is of a type which could not reasonably be expected to be cured within thirty (30) days of such notice, or if the default is not cured within ninety (90) days after the commencement of a cure, then Lessor may cure the default and recover the actual and necessary cost of effecting such cure from Lessee within sixty (60) days of demand therefor together with a detailed accounting of such costs, or declare this Lease, or any extension thereof, terminated and may thereafter re-enter the Premises and take possession thereof pursuant to law in such case made and provided.

No remedy contained herein or otherwise conferred upon or reserved to Lessor, shall be considered exclusive of any other remedy available to Lessor, but the same shall be cumulative and shall be in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute and every power and remedy given by this Lease to Lessor may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of either Party to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein.

16. **Waiver of Default:** No covenant, term or condition of the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any covenant, term or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver by Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing. It is further agreed that any waiver by either Party of a

breach of any covenant, agreement, condition or undertaking contained in this Lease shall extend only to the particular breach so waived, and shall in no manner impair or effect the existence of such covenant, agreement, condition or undertaking or the right of such Party to thereafter avail itself of the same or any subsequent breach thereof.

17. **Lease Binding on Successors:** The benefits and obligations of this Lease shall extend to and bind the successors in interest of the Parties; but no interest in this Lease shall be assigned by either Party, nor shall the Premises, or any part thereof, be used or occupied by any Party other than the Lessor or the Lessee, nor shall Lessor or Lessee allow or permit any lien of any kind to be imposed upon or attached to the Premises.

18. **Mutual Assistance.** The Parties agree to do all things necessary or appropriate to carry out the terms and provisions of this Lease and to aid and assist each other in furthering the objectives of this Lease and the intent of the Parties as reflected by the terms of this Lease, including without limitation the giving of such notices, and the holding of such hearings, Nothing in the Lease shall be interpreted to require the Village to grant zoning approvals or issues permits.

19. **No Waiver of Tort Immunity.** Nothing contained in or implied from any provision of this Lease is intended to constitute or shall constitute a waiver by either of the Parties of any of the defenses, or rights afforded to it, or to its elected or appointed officials or employees under the Illinois Local Governmental and Governmental Employees Tort Immunity Act or similar laws providing protections to governmental officials, officers and employees.

20. **No Third Party Beneficiaries.** The provisions of this Lease are for the benefit of and may be enforced by the Parties, only, and there are no third party beneficiaries. No claim shall be made by any person, firm, or corporation as a third party beneficiary under this Lease and no such claim shall be valid against either or both of the Parties.

21. **Notices:** All notices required by this Lease shall be in writing and delivered to the receiving Party at that Party's administrative office address as set forth below, with a copy of same to the receiving Party's attorney, or to such other address as such receiving Party shall hereafter indicate in writing by notice given to the other Party as herein provided. Notice shall be given by: (a) United States mail, first class, postage prepaid; or (b) personal delivery to the given address, with proof such delivery to be evidenced by a receipt signed by the recipient, or (c) fax transmission, with hard copy and machine generated proof of transmission being mailed, on the date of transmission, United States mail, first class, postage prepaid, to:

If to Lessor:

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061
Attn: Village Manager

With a copy to Lessor's attorney:

Schain, Burney, Banks & Kenny
70 W. Madison Street, Suite 4500
Chicago, IL 60602
Attn: Robert C. Kenny

If to Lessee:

Vernon Hills Park District
294 Evergreen Drive
Vernon Hills, IL 60061
Attn: Executive Director

With a copy to Lessee's attorney:

Tressler LLP
Sears Tower, 22nd Floor
233 S Wacker Drive
Chicago, IL 60606
ATTN: Charlene Holtz

Notices sent by mail shall be deemed given the third business day after deposit in the United States mail, first class, postage prepaid. Notices delivered in person shall be deemed given the date of delivery, as evidenced by a signed receipt of the recipient, provided such delivery is made between 9:00 AM and 5:00 PM on a regular business day, and if delivery is made after such hours, notice shall be deemed given the next regular business day. Notices transmitted by fax shall be deemed given the date of transmission if transmitted between 9:00 AM and 5:00 PM on a regular business day, or, if after said time, on the next regular business day.\

22. Quiet Enjoyment: As long as no Default exists, Lessee shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by Lessor subject, however, to the provisions of this Lease.

23. Miscellaneous.

A. Entire Agreement. This Lease constitutes the entire agreement between the Parties relative to the Premises and supersedes any prior agreements, brochures or representations, whether written or oral.

B. Severability. If any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

C. Time. Time is of the essence of this Lease and each and every provision hereof.

D. Binding Effect; Choice of Law. The Parties agree that all the provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity. This Lease shall be governed by the laws of the State of Illinois.

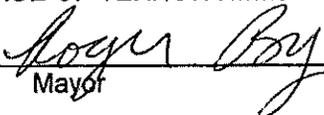
E. Headings. The paragraph headings in this Lease are for reference and convenience only and do not alter, amend, explain or otherwise affect the terms and conditions of this Lease.

F. Interpretation. Both Parties have participated in the drafting and negotiation of this Lease and no provision shall be construed against either Party by virtue of their having been the draftsman of that provision.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name and on its behalf by its Mayor and its corporate seal to be affixed and attested to by its Village Clerk pursuant to resolution of its Village Board of Trustees, and Lessee has caused this lease to be executed in its corporate name and on its behalf by its President and its corporate seal to be affixed and attested to by its Secretary, pursuant to resolution of its Board of Park Commissioners, all as of the day and year first above written.

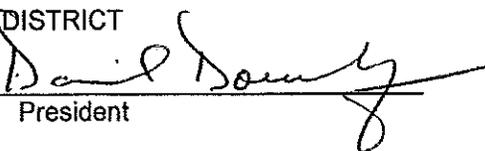
LESSOR:

VILLAGE OF VERNON HILLS

By: 
Mayor

ATTEST: 
Village Clerk

LESSEE:

PARK DISTRICT
By: 
President

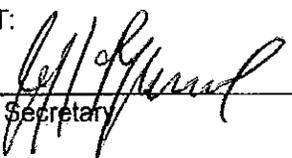
ATTEST: 
Secretary

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES