

**AMENDMENT and ADDENDUM
to LAND LEASE**

by and between

COUNTY OF LAKE, Illinois

and

GRANDWOOD PARK PARK DISTRICT

Dated: Term commencing July 1, 2012

**AMENDMENT AND ADDENDUM
TO LAND LEASE**

Owner/Landlord: COUNTY OF LAKE, Illinois, an Illinois county

Tenant: GRANDWOOD PARK PARK DISTRICT, an Illinois park district

Leased Premises: That vacant real estate, consisting of approximately 4.1 acres, located at or near the intersection of Hutchins Road and Grandwood Drive, and legally described and depicted on the attached and marked **Exhibit A**, entitled "Grandwood Park – Leased Premises", which excludes therefrom the designated "Exception Parcel", upon which the Landlord, County of Lake, has located thereon and operates a public water supply utility and water reservoir and related public water supply facilities.

THIS AMENDMENT AND ADDENDUM TO LAND LEASE, made and to commence July 1, 2012, by and between the **COUNTY OF LAKE**, Illinois, an Illinois county (hereinafter "LANDLORD"), and the **GRANDWOOD PARK PARK DISTRICT**, an Illinois park district (hereinafter "TENANT").

WITNESSETH

WHEREAS, pursuant to the intergovernmental cooperation authorities granted by the Illinois Constitution and by statute, the parties hereto did on July 1, 2005 enter into and did commence an Agreement, entitled "Property Lease", by which LANDLORD did lease certain described and depicted vacant real estate owned by LANDLORD to TENANT, for, generally, vehicle parking purposes for persons attending or engaged in activities attendant to the TENANT's park district operations on nearby Park District premises (a true and correct copy of said Property Lease is attached hereto and marked **Exhibit B**); and

WHEREAS, both parties to said July 1, 2005 lease have found said lease agreement to have been a constructive and effective means to govern their respective governmental acts and relationship; and, TENANT has now requested that it now be permitted to lease additional, adjacent vacant real estate owned by LANDLORD, for the purpose of operating and engaging in additional and other of TENANT's park district recreational and other activities thereon; and

WHEREAS, LANDLORD, through its Department of Public Works, operates a public water supply utility, including a water reservoir and other related water supply facilities, located on certain nearby and adjacent real estate parcel identified and excluded herefrom, as the "Exception Parcel", all contained within a fenced in perimeter located on the LANDLORD's Exception Parcel; and

WHEREAS, the LANDLORD and the TENANT have agreed to enter into this Amendment and Addendum to their July 1, 2005 Lease, to incorporate the Terms and Conditions of said July 1, 2005 Lease herein, and to memorialize the added amendments and addenda to the Terms and Conditions of the within Land Lease.

NOW, THEREFORE, the parties to this Amendment and Addendum to Land Lease, agree as follows:

1. That LANDLORD, for and in consideration of the rent recited herein (see Paragraph 2 below and attached **Exhibit B**), and of the covenants, conditions and agreements of TENANT hereafter mentioned, hereby demises and leases to the TENANT that portion of the LANDLORD's property so legally described, and designated by diagonal lines and called the "Leased Premises", excluding therefrom the designated and identified "Exception Parcel" upon which is located and operated a public water supply utility, all as legally described and depicted on the attached Plat drawing thereof marked **Exhibit A**.

2. That all of the terms and conditions of the July 1, 2005 Property Lease between the LANDLORD and the TENANT, attached hereto and marked **Exhibit B**, are incorporated herein by this reference, as if fully set forth herein.

3. That, if there is/are any conflict(s) or inconsistency between the terms and conditions of the July 1, 2005 Property Lease (**Exhibit B**) and the additional terms and/or conditions of this Amendment and Addendum to Land Lease ("Amendment and Addendum"), this Amendment and Addendum shall control.

ADDITIONAL TERMS AND CONDITIONS

4. Purpose. That, in addition to the purpose as expressed in the July 1, 2005 lease, the Lease Premises may also be used for TENANT recreational uses and purposes, in accordance with TENANT's authorized governmental functions.

5. Term. The term of the lease, by this Amendment and Addendum, shall be twenty (20) years, commencing on the commencement date of this Amendment and Addendum.

6. Rent. In addition to the rent payment, provided for in Paragraph 3 of the July 1, 2005 lease (**Exhibit B**, par.3), TENANT agrees and shall be responsible, at its sole cost, during the term of this Land Lease, for performing, and the costs of, any and all landscaping and any and all maintenance of the Leased Premises. For purposes of the maintenance responsibilities of this paragraph, "Leased Premises" shall also include the grassy or landscaped areas lying in the public road right-of-ways, along Grandwood Drive and Hutchins Road, along and adjacent to the boundaries of LANDLORD's property, between the sidewalk(s) and the public road improvements (pavement or gravel shoulder) thereon.

7. Future County Water Tower/Reservoir. In addition to or modification of the terms of Paragraph 4 of the July 1, 2005 lease (**Exhibit B**, par. 4), for any new or additional public water supply water tower and/or reservoir that the County may elect to construct on the Leased Premises, or any portion thereof, the LANDLORD shall be authorized to terminate this Land Lease, or terminate or vacate this Land Lease as to a specified portion of the Leased Premises, upon and after first giving TENANT one hundred eighty (180) days prior written notice of

LANDLORD's intent to construct such water tower and/or reservoir on or about such Leased Premises, or portion thereof.

8. Condition of Lease Premises. In addition to the terms and conditions, and representations made, in Paragraph 5 of the July 1, 2005 lease (**Exhibit B**, par. 5), TENANT acknowledges and represents that it has made a full and complete evaluation and inspection of the entire Leased Premises, as well as the fencing surrounding the LANDLORD's Exception Parcel, and that TENANT states and affirms, for purposes of any and all recreational use or uses of the Leased Premises by TENANT, or any of its invitees or members of the public, that there exist no known or unknown deficiencies or dangerous condition(s) on the Leased Premises, nor any deficiency(ies) or inadequacy(ies) in the fencing on and around LANDLORD's Exception Parcel, which separates the Exception Parcel from the Leased Premises. TENANT accepts the Leased Premises in AS IS condition.

9. Alterations by Tenant. In addition to the terms and conditions, and representations made, in Paragraph 6 of the July 1, 2005 lease (**Exhibit B**, par. 6), TENANT agrees that prior to any such alteration/construction work on or about the Leased Premises by TENANT, or any of its agents or contractors, that TENANT shall first submit any and all plans and specifications for such alteration/construction work thereon to LANDLORD's Department of Public Works, for its review and approval of same before commencement of any such alteration/construction work.

10. Insurance and Indemnity. In addition to the terms and conditions in Paragraph 12 of the July 1, 2005 lease (**Exhibit B**, par. 12), TENANT agrees that any insurance or self-insurance policy or policies, naming LANDLORD as an Additional Insured, shall provide primary insurance coverage to and for LANDLORD, without any exclusion(s) or exception(s) from said coverage(s) relating to any other insurance or self-insurance held by or issued to LANDLORD, naming LANDLORD as an insured.

11. Interpretation. Neither the July 1, 2005 lease, nor this Amendment and Addendum to Land Lease, shall be interpreted in any way so as to limit, diminish, decrease, or eliminate any immunity of LANDLORD or of TENANT, as may be provided in the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.), or any other immunity provided by statute.

12. Recording. This Amendment and Addendum, with attached Exhibits, shall be recorded with the Lake County Recorder of Deeds office.

13. Effective Date. This Amendment and Addendum to Land Lease shall become effective and shall commence beginning on July 1, 2012.

(next page for Execution)

EXECUTED this 25th day of May, 2012 (insert date of last signator), by the authorized representative(s) of the parties hereto, pursuant to authority granted by the governing board of their respective local governmental entities.

COUNTY OF LAKE, Landlord

GRANDWOOD PARK PARK DISTRICT, Tenant

By: _____
Its: Superintendent/Director
Lake County Public Works Dept.
650 W. Winchester Road
Libertyville, IL 60048

By: Mary J. Chalk
Its: President
Grandwood Park Park District

Prepared by and Return to:

James C. Bakk
Special Assistant State's Attorney
200 N. M.L. King Ave., Suite 206
Waukegan, IL 60085
(847) 249-9900