

RESTATED LAND LEASE

This Restated Land Lease (“Lease”) is between the County of Lake, an Illinois county existing under the Counties Code, 55 ILCS 5/1-1001 *et seq.* (“**County**”), and the Grandwood Park Park District, a Park District existing under the Park District Code, 70 ILCS 1205/1-2 *et seq.* (“**District**”) (together, the “**Parties**”). The Parties enter this Lease under their authority granted to them through the Illinois Constitution and statutes, including the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* and the Local Government Property Transfer Act, 50 ILCS 605/1 *et seq.* This Restated Land Lease will become effective when all of the parties have signed it, and the date this Lease is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the “Effective Date” of this Lease.

Recitals

1. With this Restated Land Lease, the Parties seek to restate the provisions of a previous Land Lease between the Parties (as once before amended), and to add an additional parcel of land that the District intends to use in the future.
2. On July 1, 2005, the Parties entered into a “Property Lease” through which the County leased certain vacant real estate it owns to the District. The general purpose of the Property Lease was to facilitate parking for people who are engaged in District activities on nearby District property.
3. The Parties amended the July 1, 2005 Property Lease on July 10, 2012, to impose additional terms and conditions, including that the Tenant could use the entire premises for recreational purposes and must assume landscaping responsibilities.
4. The Parties now seek to restate the 2005 Property Lease, as amended, to unify its provisions into one document, extend its term, and add an additional parcel that the District seeks to use.

In light of the foregoing, the parties now agree as follows:

Article 1. **Recitals.** The recitals above are incorporated into the body of this agreement.

Article 2. **Leased Parcels; Uses.**

2.1 This Lease governs parcels of real estate in two different locations. The first location is shown on **Exhibit A** to this Lease and is referred to as the “**Water Tower Parcel**.” The second location is shown on **Exhibit B** to this Lease, and is referred to as the “**Well House Parcel**.” Together, these two parcels are referred to as the “**Leased Premises**.”

2.2 **Use of Water Tower Parcel.**

Subject to the terms below, the District agrees that it shall continue to use the **Water Tower Parcel** in substantially the same manner in which it has been using

it since 2012, namely for recreational uses and purposes in accordance with the District's authorized governmental functions, and for no other purpose.

2.3 **Use of Well House Parcel.**

Subject to the terms below, the District agrees that it shall use the **Well House Parcel** as a community park, and for no other purpose.

Article 3. **Rent; Maintenance Obligations; Termination Contingency.**

3.1 **Rent.** The District agrees to pay \$2,000 per year in rent for the Leased Premises. The District agrees to pay the County's annual invoice under the terms of payment set forth in the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

3.2 **Maintenance Obligations.** The District agrees that it shall be responsible, at its sole cost during the term of this Land Lease, for all landscaping, maintenance, and improvements to the leased portions of the Well House and Water Tower Parcels, and will keep the parcels in a clean and orderly condition.

3.2.1 **Fencing; Adjacent Property.**

3.2.1.1 For the Water Tower Parcel, the District has previously relocated the fence surrounding the water tower, which defines the fenced-in perimeter located on the "Exception Parcel" delineated on Exhibit A. For purposes of the maintenance responsibilities of this paragraph, the Water Tower Parcel shall also include the grassy or landscaped areas lying in the public road rights-of-way along Grandwood Drive and Hutchins Road, along and adjacent to the boundaries of the County's property, between the sidewalks and the public road improvements (whether pavement or gravel shoulder).

3.2.1.2 For the Well Station Parcel and regarding the maintenance responsibilities of this § 3.2, the property shall also include the grassy or landscaped areas lying in the public road rights-of-way along West Geier Road and North Beverly Avenue, along and adjacent to the boundaries of the County's property, between the sidewalks and the public road improvements (whether pavement or gravel shoulder).

The District shall be responsible for relocating or replacing the existing fence so that it corresponds to the crosshatched area shown on Exhibit B. The relocation must maintain sufficient space around the well house and its driveways to allow mowing to occur.

3.2.2 **Digging Work.** The District agrees that, if it performs any grading, leveling, or digging work on the Leased Premises and, in doing so, damages any underground facilities located there, that it will promptly

reimburse the County for all expenses incurred to repair the damage within 30 days after the County invoices the District for the reasonable costs of repair.

3.2.3 **Motor Vehicles.** No motor vehicles shall be stored, abandoned, or sold from the Leased Premises, and the County shall have the right, with prior notice to the District, to remove vehicles so placed on the premises and dispose of them, and to invoice the costs of such removal to the District.

3.2.4 **Liens.** The District shall at all times endeavor to prevent any liens from being placed on the Leased Premises. Should any liens nevertheless arise, the District agrees that it will remove the lien (by payment or otherwise) within 30 days. The District further agrees to indemnify and hold the County harmless from any liens placed on the Leased Premises. All contracts that the District makes relating to work for the Leased Premises shall expressly state that the County's interest in the Leased Premises shall be wholly free from the lien or claim of any contractor, subcontractor, mechanic, materialman, or laborer, whether based upon any Illinois law or regulation, or any other authority.

3.2.5 **Environmental.** The District shall not permit the Leased Premises to accept, be used to store, or otherwise contain Hazardous Material. "Hazardous Material" means any substance or material identified in 40 C.F.R. 302.4, as periodically amended. The District shall bear the cost of any necessary removal and remediation of any Hazardous Material placed or allowed to be placed at the Leased Premises by the District or its agents or invitees.

3.2.6 **"As Is" Condition.** The District acknowledges and represents that it has inspected and evaluated of the entire Leased Premises, as well as the fencing surrounding the Exception Parcel of the Water Tower Parcel, and that the District affirms that there exist no known deficiencies or dangerous conditions on the Leased Premises, or any deficiencies or inadequacies in the fencing on and around the Exception Parcel. The District accepts the Leased Premises in their "AS IS" condition.

3.3 **Alteration by the District.** The Parties acknowledge that the District has previously made alterations to the Water Tower Parcel, including installing a parking lot. The District agrees that prior to any further alterations to the Water Tower or Well House Parcels by either the District or any agent on the District's behalf, the District shall first submit all plans and specifications for the work to the County's Department of Public Works for its review and approval.

Article 4. **Designated Representative and Notices.**

4.1 **Notices.**

Notice may be given by email to the officials listed below, at their then-current

email address, but shall not be deemed received unless the recipient acknowledges receipt.

In addition to or in lieu of email, all notices and other communications regarding the terms of this Lease shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

To the County:

Lake County Department of Public Works
Attn: Ron Worden, Director of Public Works, RWorden@lakecountyiil.gov
650 W. Winchester Road
Libertyville, IL 60048
Ph.: (847) 377-7500

To the District:

Grandwood Park Park District
Attn: President, GPPDBoard@grandwoodpark.net
36630 N. Hutchins Road
Gurnee, IL 60031
Ph.: (847) 356-0008

- 4.2 **Change in Designated Representative.** The Parties may change their Designated Representative by providing notice of such change with the contact information for the new Designated Representative in accordance with § 4.1.

Article 5. **Acknowledgements and Other Provisions.**

- 5.1 **Retained Rights of Landlord.** The rights of the County, through its Department of Public Works, to use the Leased Premises in its sanitary sewerage service and public water supply public business will, at all times, remain paramount to the rights of the District that the County grants in this Land Lease, and nothing stated in this lease is to be construed as restricting the County from granting rights to other persons in, upon, or under the Leased Premises. Without limiting the generality of the foregoing, the parties specifically note the rights relating to sewers, water pipes, mains, and reservoirs, drainage tiles, as well as pipes, gas mains and pipelines. The County shall at all times have free and unrestricted access for its employees and agents to enter the Leased Premises, either by vehicle or on foot, for the purpose of constructing, installing, operating, maintaining, repairing, or patrolling any of its facilities and equipment. This Lease shall not limit or restrict the right of the County to use or dispose of the Leased Premises, as the County may, in its discretion, desire.
- 5.2 **Force majeure.** The County shall not be responsible for any failure to perform the undertakings, obligations, and commitments it assumes in this Lease if a force majeure prevents their completion.

- 5.3 **Non-exclusivity.** Nothing in this Lease shall be interpreted to prevent or limit the right of the County (or to require the consent of the District) to provide any services, including those similar to those at issue in this Lease, to other governmental or nongovernmental entities.
- 5.4 **Exhibits.** The exhibits to this Lease are incorporated into and a material part of it.
- 5.5 **Modification; Entire Lease.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements.
- 5.6 **Severability.** If any provision of this agreement is unenforceable to any extent, the remainder of this agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- 5.7 **Governing law; venue.** The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this agreement, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.
- 5.8 **Term; Termination.**
- 5.8.1 **Term.** Upon becoming effective, this Lease shall remain in effect for 20 years, unless terminated sooner in accordance with this agreement.
- 5.8.2 **Termination Contingency for a Future County Water Tower or Reservoir.**
If the County elects to construct a new or additional public water supply, such as a water tower or a reservoir, on the Water Tower Parcel or any portion of that parcel, then the County may terminate this Lease as to the Water Tower Parcel (maintaining the lease as to other parcels), or terminate or vacate this Lease as to a specified portion of the Water Tower Parcel. Prior to any such termination, the County must provide the District 180 days' notice of the termination date.
- 5.8.3 **Termination After Five Years of the Effective Date.** After the initial five years of this Restated Land Lease's term, the Lease may be terminated at any time by either Party by giving 90 days' written notice of termination. If the lease is terminated under this subsection, then the County shall return any prepaid rent, prorated to the effective date of the termination. Any improvements that the District has made to the Leased Premises and cannot be removed shall, on the date of termination, automatically transfer to the County, and the District agrees to sign any documents required to memorialize such a transfer, if necessary.

If the District breaches the terms of this lease or vacates or abandons the Leased Premises during the life of this Land Lease, then the County shall, with 5 days' written notice to the District, be allowed to declare the lease terminated and re-enter the Leased Premises without process of law. Rights and obligations under the indemnity clauses of this Land Lease shall survive the termination of the Lease in all circumstances.

- 5.9 **Waivers.** No term or condition of this Lease shall be deemed waived by either party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Lease shall be deemed or construed as a waiver of any other term or condition of this Lease, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different provision of this Lease.
- 5.10 **No Third-Party Beneficiaries.** Nothing in this Lease shall create, or be construed or interpreted to create, any third party beneficiary rights.
- 5.11 **Relationship of the Parties.** In providing services under this Lease, the County shall act as an independent contractor.
- 5.12 **Assignments; No Subletting.** A party may assign this Lease only with the express written consent of the other party. Subleases by the District are expressly prohibited.
- 5.13 **Zoning and Permits.** The District agrees that it will comply with all applicable zoning laws, building codes, stormwater regulations, and all other laws or regulations that otherwise apply to the Leased Premises. The County provides no warranty, neither express or implied, that the District's intended use of the Leased Premises will comply with applicable laws.
- 5.14 **Insurance.** Each party agrees that it shall maintain insurance coverage sufficient to cover its operations and employees during the term of this Lease, including:
- (a) **Unemployment and Workers Compensation Coverage**, in the amounts required by law.
 - (b) **Comprehensive General Liability Insurance** with minimum limits of \$1,000,000 per occurrence. A policy or policies covering all contractors and subcontractors, with limits not less than the combined single limit of \$1,000,000 for bodily injury or death of one or more persons and/or property sustained by one or more organizations as a result of any one occurrence, and which policies shall include property of the County of Lake, as Landlord, which shall be added as an Additional Insured to the policies.
 - (c) **An Owners, Landlords, and Tenants Liability** policy in the name of the County of Lake as the insured, with limits of not less than the combined single

limit of \$1,000,000 for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence, which policy shall not exclude property of LANDLORD. And, an **Automobile Liability policy** in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage covering all owned, leased, rented, or non-owned vehicles, which shall include contractual liability coverage. As an alternative to the Owners' Landlords' and Tenants' Liability insurance described above, TENANT may purchase and provide a rider or an endorsement to its existing commercial general liability policy or policies of insurance naming the County of Lake as an additional insured thereunder, including coverage extensions for premises/underground facilities/and contractual liability for the District's indemnity obligations under this Land Lease. LANDLORD reserves the right to approve or reject any such alternative form of insurance that the District may provide.

Upon request, each Party will provide to the other a certificate of insurance, in form reasonably acceptable to the requesting Party, evidencing the existence of the insurance required under this paragraph. The Parties expressly intend this provision to be construed as maintaining an independent contractor relationship between them, and to foreclose the creation of "special employer" relationships under Illinois law. The Parties also intend that any contracted work performed on the Leased Premises shall be covered by these policies of insurance or additional policies, if necessary, such that the County is sufficiently covered by insurance that the District provides at all times.

5.15 **Indemnification.**

The District agrees to indemnify and hold the County harmless for all claims, demands, damages, liabilities and costs that directly or indirectly result from, or arise in connection with, the District's (including its invitees' and permittees') use of the Leased Premises.

5.16 **Immunity.** The Parties intend that nothing in this Land Lease should be construed to reduce or eliminate any immunity either Party enjoys under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1-101 *et seq.*, or any such similar law.

5.17 **Counterparts.** The parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

5.18 **Effective Date.** This Restated Land Lease will become effective when all of the parties have signed it, and the date this Lease is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Lease.

If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party

signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

Signed:

The County of Lake, Illinois

Grandwood Park Park District

By its Director of Public Works

By its President

Date: _____

Date: _____

Exhibit A

Map of Water Tower Parcel

Exhibit B

Map of Well House Parcel