

**AMENDMENT
TO THE INTERGOVERNMENTAL LEASE AGREEMENT
DATED JANUARY 22, 2015, BY AND BETWEEN THE BOARD OF EDUCATION
OF OAK PARK ELEMENTARY SCHOOL DISTRICT NO. 97
AND THE VILLAGE OF OAK PARK**

THIS AMENDMENT is entered effective as of this 31st day of December, 2017, by and between the Board of Education of Oak Park Elementary School District No. 97, Cook County (the "District"), and the Village of Oak Park (the "Village") (collectively referred to as the "Parties").

WHEREAS, the District and the Village entered into an Intergovernmental Lease Agreement, dated January 22, 2015 ("Lease"), for the District to lease a portion of the Village's Public Works Center, which is located at 201 South Boulevard, Oak Park, Illinois ("Public Works Center"), and for the District to use its best efforts to sell its real property located at 541 Madison, Oak Park, Illinois ("541 Madison"), pursuant to terms satisfactory to the District; and

WHEREAS, the District has been using its best efforts to sell 541 Madison, but has not yet been able to sell the property pursuant to terms satisfactory to the District; and

WHEREAS, pursuant to Paragraph 3.1 of the Lease, the District must "relocate its maintenance operations currently located at [541 Madison] to [the Public Works Center] upon the closing of the sale of [541 Madison] or by December 31, 2017, whichever comes first;" and

WHEREAS, the Parties are currently engaged in discussions to revise the substantive terms of the Lease or enter into an alternative agreement that will allow the Village and the District to reevaluate the best way to work together in connection with 541 Madison; and

WHEREAS, to allow the Parties time to continue to discuss the substantive terms of the Lease or an alternative agreement, the Parties desire to extend the deadline for the District to relocate its maintenance operations to the Public Works Center, from December 31, 2017, to March 31, 2018, with an option to extend the deadline for an additional ninety (90) days thereafter; and

WHEREAS, pursuant to Paragraph 13.1 of the Lease, the Lease may only be amended by written agreement of the Parties; and

WHEREAS, the Parties desire to amend the terms of the Lease in accordance with this Amendment.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Amendment and other good and valuable consideration, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part hereof as if fully stated herein.

2. Relocation of District's Maintenance Operations. Paragraph 3.1 of the Lease is deleted in its entirety and the following is inserted in lieu thereof:

"The District shall relocate its maintenance operations currently located at the District Facility to the Premises upon the closing of the sale of the District Facility or by March 31, 2018, whichever comes first ("Commencement Date"). The Commencement Date may be further extended by an additional ninety (90) days by mutual agreement of the Parties (which shall not be unreasonably withheld), and said extension may be approved by the Parties' governing boards without the need for a further written document. The District shall be authorized pursuant to this Lease to conduct any and all of its maintenance operations at the Premises."

3. Remaining Terms. All of the terms of the Lease that have not been amended herein shall remain in full force and effect.
4. Representation of Authority. Each of the persons executing this Amendment represents and warrants to the other that he/she has the proper authority and power to execute this Amendment on behalf of his/her respective entity and to bind such entity to the terms and conditions hereof.
5. Counterparts and Facsimile or PDF Signatures. This Amendment may be executed in counterparts each of which shall be an original and all of which shall constitute but one and the same instrument. Facsimile or pdf signatures shall be considered as original signatures.

IN WITNESS WHEREOF, the parties to this Amendment have entered into this Amendment on the date set forth above.

DISTRICT:

VILLAGE:

BOARD OF EDUCATION OF
OAK PARK ELEMENTARY
SCHOOL DISTRICT NO. 97,
COOK COUNTY, ILLINOIS

VILLAGE OF OAK PARK

By: [Signature]
Name: Holly Sporlock
Its: President

By: [Signature]
Name: CARA PAVLICEK
Its: VILLAGE MANAGER

ATTEST:

ATTEST:

By: [Signature]
Name: Sheryl Marinier
Its: Secretary

By: [Signature]
Name: Vicki Scaman
Its: Village Clerk

REVIEWED AND APPROVED
ASTO FORM

JAN 17 2018
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[Signature]
LAW DEPARTMENT