

EXHIBIT A

TO

**Intergovernmental Agreement
Between The Village Of Oak Park
And The Park District Of Oak Park
For The Transfer Of Dole Center**

Quit Claim Deed

[see attached pages]

QUIT CLAIM DEED

P.I.N.: 16-05-316-001-0000

NAME AND ADDRESS OF GRANTEE:

Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302

NAME AND ADDRESS OF GRANTOR:

Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

SEND SUBSEQUENT TAX BILLS TO:

Above Space for recorder's use only

Executive Director
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302

THE GRANTOR, the Village of Oak Park, an Illinois Municipal Corporation, for consideration of Ten Dollars (\$10.00), **CONVEYS AND QUIT CLAIMS** to the Grantee, the Oak Park Public Library, all interest in the following legally described real estate situated in the County of Cook and State of Illinois, to wit:

The North one hundred (100) feet of Lot Two (2) in Block Five (5) in John Johnston's Jr's Addition to Austin, said Addition being a subdivision of the South half of the South West quarter of Section Five (5), Township Thirty-nine (39) North, Range Thirteen (13), East of the Third Principal Meridian, together with all improvements thereon.

P.I.N.: 16-05-316-001-0000 ("Subject Property")

ADDRESS: 255 Augusta Street, Oak Park, Illinois 60302

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in the Subject Property. This Deed shall be subject to the restriction contained in the Deed of Conveyance of the Subject Property dated November 2, 1939 which provides that the Subject Property "shall be used by . . . for a public library, public recreational center, or . . . for such other public purpose."

The Grantee and its successors and assigns shall have and hold the above-described Subject Property forever as set forth herein.

DATED this _____ day of _____, 2019.

GRANTOR - VILLAGE OF OAK PARK

By: Cara Pavlicek
Its: Village Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said State, do hereby certify that Cara Pavlicek, Village Manager for the Village of Oak Park, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as a free and voluntary act for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2019.

Commission expires _____, 20____.

NOTARY PUBLIC

This deed is exempt from the provisions of the Illinois Real Estate Transfer Tax Act under 35 ILCS 200/31-45(b).

THIS INSTRUMENT WAS PREPARED BY:

Paul L. Stephanides
Village Attorney
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

MAIL DEED TO:

Executive Director
Park District of Oak Park
218 Madison Street
Oak Park, Illinois 60302

EXHIBIT B

TO

**Intergovernmental Agreement
Between The Village Of Oak Park
And The Park District Of Oak Park
For The Transfer Of Dole Center**

Park District Ordinance

[see attached pages]

PARK DISTRICT OF OAK PARK

ORDINANCE NO. _____

AN ORDINANCE REQUESTING THE TRANSFER OF PROPERTY
FROM THE VILLAGE OF OAK PARK
TO THE PARK DISTRICT OF OAK PARK
PURSUANT TO THE LOCAL GOVERNMENT PROPERTY TRANSFER ACT

WHEREAS, the Village of Oak Park (the "*Village*") and the Park District of Oak Park (the "*Park District*") often engage in intergovernmental cooperation for the purposes of undertaking projects, staging events, and other activities designed to the benefit of the residents of Oak Park; and

WHEREAS, recently the Village and the Park District have collaborated on the transfer of fee title to the property known as the Dole Center by the Village to the Park District; and

WHEREAS, the Village and the Park District have agreed to enter into an intergovernmental agreement in the form attached to and by this reference incorporated into this Ordinance as Exhibit A providing for the transfer and conveyance of the Dole Center, which is legally described in Exhibit B attached to and by this reference incorporated into this Ordinance (the "*Transfer Property*"); and

WHEREAS, the Park District has determined, and hereby declares, that it is necessary and convenient for the Park District to use and occupy the Transfer Property for public purposes ("*Public Purposes*"); and

WHEREAS, the Park District desires that the Village transfer the Village's rights and title in the Transfer Property to the Park District, pursuant to the authority conferred by the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (the "*Property Transfer Act*"); and

WHEREAS, the Park District desires to acquire the Village's rights and title to the Transfer Property for the Public Purposes; and

WHEREAS, the Board of Commissioners of the Park District has determined that it is necessary, appropriate, and in the best interests of the Park District to acquire the Transfer Property for the Public Purposes; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Park District of Oak Park, Cook County and State of Illinois, as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance by this reference as findings of the Board of Commissioners.

Section 2. Request to Acquire Property. The Board of Commissioners requests that the Village pass and approve a resolution or ordinance authorizing transfer of the Transfer Property to the Park District and execute a deed and take all other necessary and appropriate actions, in conjunction with the necessary and appropriate actions of the Park District, to transfer all of the Village's rights and title in the Transfer Property to the Park District, all in accordance with the Property Transfer Act.

Section 3. Authorization to Acquire. The President and Secretary of the Park District are hereby authorized to take all steps necessary and appropriate to acquire the Transfer Property and to cause the deed for the property to be recorded in the Office of the Cook County Recorder of Deeds.

Section 4. Effective Date. This Ordinance will be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____ 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2019.

Victor Guarino, Board President

ATTEST:

Kassie Porreca, Board Secretary

EXHIBIT A
TO
An Ordinance Requesting The Transfer Of Property
From The Village Of Oak Park
To The Park District Of Oak Park
Pursuant To The Local Government Property Transfer Act

INTERGOVERNMENTAL AGREEMENT
BETWEEN VILLAGE AND PARK DISTRICT

[see following pages]

EXHIBIT B
TO
An Ordinance Requesting The Transfer Of Property
From The Village Of Oak Park
To The Park District Of Oak Park
Pursuant To The Local Government Property Transfer Act

LEGAL DESCRIPTION
OF TRANSFER PROPERTY

Legal description:

EXHIBIT C

TO

**Intergovernmental Agreement
Between The Village Of Oak Park
And The Park District Of Oak Park
For The Transfer Of Dole Center**

**Intergovernmental Agreement with the Oak Park Public Library
and the existing Lease Agreement with
the Oak Park Society of Model Engineers Quit Claim Deed**

[see attached pages]

INTERGOVERNMENTAL CONTRIBUTION AGREEMENT FOR THE DOLE LEARNING CENTER

THIS AGREEMENT is entered into this 5th day of April, 1999 by and between the Village of Oak Park, hereinafter called the **VILLAGE**; the Oak Park Park District, hereinafter called the **PARK DISTRICT** and the Oak Park Public Library, hereinafter called the **LIBRARY** or hereinafter collectively called the **OCCUPANTS**.

WITNESSETH

WHEREAS, the parties hereto, in the interest of the operations and future maintenance of the Dole Learning Center, are desirous of establishing a long-term relationship regarding the Dole Learning Center; and,

WHEREAS, the parties hereto are desirous of establishing this relationship in that the same will be of benefit to residents of the Village of Oak Park; and,

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

I: **VILLAGE** Agrees:

To provide the following elements related to the Dole Learning Center:

1. To prepare plans, specifications and contract documents, receive bids and award the contract(s) for the restoration of the Dole Learning Center. The construction of these improvements shall be in general conformance to the construction elements and estimated costs contained in the ***Dole Learning Center Intergovernmental Contribution Rate Calculations*** that is attached to and made part of this Agreement as **Appendix A**. Additional or alternative restoration improvements not in the current listing are allowed with appropriate written notice of sixty (60) days to be given to the occupants of the Dole Learning Center.
2. Periodic and Regular maintenance of the Dole Learning Center infrastructure such as HVAC repairs, roof, electrical, plumbing will be comparable to maintenance services provided to other **VILLAGE** facilities.
3. Periodic and Regular cleaning of common areas of the Dole Learning Center. Maintenance will be comparable to maintenance services provided to other **VILLAGE** facilities and may be by contract, Village personnel or any other method the Village may elect to utilize.

4. To establish a Dole Learning Center Sinking Fund, a special capital projects fund of the Village. All revenues derived from the occupancy of the Dole Learning Center and all expenditures related to the ongoing maintenance of the Dole Learning Center shall be recorded and accounted for in this fund. The Village shall transmit semi-annual reports of the financial status of the Dole Learning Center Sinking Fund to the PARK DISTRICT and LIBRARY. Expenditures by the Village from the fund shall be exclusively for the future replacement of capital infrastructure by the Village. The PARK DISTRICT and LIBRARY shall receive 30 days prior notice of any scheduled work planned by the Village.
5. To carry on and complete the improvements with all practicable dispatch, in a sound, economical and efficient manner and in accordance with the provisions of this agreement.

II: PARK DISTRICT and LIBRARY Agree:

1. The contribution base/square footage cost calculation as outlined in Appendix A shall be utilized to ascertain the current estimated square footage monthly and annual payments by the occupants of the Dole Learning Center to the Dole Learning Center Sinking Fund beginning either on January 1, 2000 or when substantial progress toward ADA accessibility has been made, whichever is later.
2. Payments to the Village by the occupants toward for the maintenance of the facility and payments by the occupants to the Dole Learning Center Sinking Fund will be based upon a \$4.166 per square foot rate times the number of square feet occupied by the VILLAGE, PARK DISTRICT OR LIBRARY or any other agency occupying an area within the facility. The square footage currently occupied by the agencies is included as part of Appendix A and in the schematic floor diagrams included as Appendix B.
3. That internal improvements to the areas designated to the PARK DISTRICT and LIBRARY shall be the respective responsibility of the occupants of the premises involved. Such improvements to the designated areas shall require prior review and approval of the VILLAGE.
4. That the maintenance and cleaning of the areas of the Dole Learning Center designated for the use of the PARK DISTRICT and LIBRARY shall be the responsibility of the PARK DISTRICT and LIBRARY and are to be maintained in a satisfactory and safe manner.

III. LENGTH of AGREEMENT: This agreement shall commence upon the execution by all parties and shall be for an initial term of 10 years and shall renew automatically thereafter until termination of this agreement on December

31, 2098 unless prior written notice of termination of this agreement is delivered in writing by either party to the other at least six (6) months prior to the termination of such ten year term. Additionally, all parties agree to review, and amend if necessary, the contribution rates every five- (5) years beginning January 1, 2005. The rates shall be mutually agreed upon and shall be based upon the most recent maintenance costs and projected replacement costs of the facility's improvements.

IV. IT IS MUTUALLY AGREED:

This agreement shall be binding upon and inure the benefits of the parties, their successors and assigns.

This agreement constitutes the entire agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the agreement and that all prior arrangements and understandings in this connection are merged into and contained in this agreement. This agreement may only be amended in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in several counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

For the Village of Oak Park

Barbara Furlong

Village President

ATTEST:

Samuel Sokol

For the Oak Park Park District

David Lullo

President

ATTEST:

Laura Cieslo Perna

For the Oak Park Public Library

Janet Kelsonson

President

ATTEST:

Edward Byers

3/30/99

APPENDIX A

DOLE LEARNING CENTER INTERGOVERNMENTAL CONTRIBUTION RATE CALCULATIONS
Assumes 20 Year Contribution for Initial Installation of HVAC System

PROJECT DESCRIPTION	Type of Project	FUND BY		TOTAL	LIFE CYCLE	ASSUMED INTEREST RATE @ 2.5%	ANNUAL FUNDING REQUIREMENT	% APPLIED TO FUTURE REPLACEMENT	ANNUAL RENTAL PAYMENT	ANNUAL COST PER SQ FOOT @ 10,174 sf
		CDBG	CIP							
ADA Signage - Exterior & Interior	ADA	\$ 2,000		\$ 2,000	10	2.5%	\$0.00	50%	\$0.00	\$ -
Entrance Door Operators	ADA	\$ 3,500		\$ 3,500	15	2.5%	\$0.00	50%	\$0.00	\$ -
Exterior Lighting	ADA	\$ 9,500		\$ 9,500	15	2.5%	\$0.00	25%	\$0.00	\$ -
Chair Lift from Ground to 1st & 2nd	ADA	\$ -		\$ -	20	2.5%	\$0.00	0%	\$0.00	\$ -
Replace Doors & Frames	ADA	\$ 30,000		\$ 30,000	25	2.5%	\$0.00	50%	\$0.00	\$ -
Stair Case Handrail Upgrades	ADA	\$ 35,000		\$ 35,000	50	2.5%	\$0.00	25%	\$0.00	\$ -
Chair Lift - 2nd to 3rd Floor	ADA	\$ -		\$ -	20	2.5%	\$0.00	0%	\$0.00	\$ -
Alternates # 1-6	ADA	\$ 89,000		\$ 89,000	25	2.5%	\$0.00	50%	\$0.00	\$ -
Elevator	ADA	\$ 250,000		\$ 250,000	25	2.5%	\$0.00	20%	\$0.00	\$ -
Sidewalk Improvements - ADA	CONCRETE	\$ 12,000		\$ 12,000	30	2.5%	\$573.33	50%	\$286.67	\$ 0.0282
Replace East Side Concrete Slabs	CONCRETE	\$ 15,000		\$ 15,000	30	2.5%	\$710.00	50%	\$355.00	\$ 0.0352
Interior Hallway/Stair Lighting	ELECTRIC	\$ 5,500		\$ 5,500	15	2.5%	\$444.22	25%	\$111.05	\$ 0.0109
Back-Up Power Generator	ELECTRIC	\$ 15,000		\$ 15,000	25	2.5%	\$814.14	75%	\$610.60	\$ 0.0600
Fire Alarm Upgrades	ELECTRIC	\$ 15,000		\$ 15,000	10	2.5%	\$1,713.80	50%	\$856.94	\$ 0.0842
Pressurize Stair Tower	GENERAL	\$ 2,500		\$ 2,500	10	2.5%	\$285.05	50%	\$142.82	\$ 0.0140
Painting & Patching	GENERAL	\$ 13,000		\$ 13,000	7	2.5%	\$2,047.44	100%	\$2,047.44	\$ 0.2012
Site Work	GENERAL	\$ 15,000		\$ 15,000	25	2.5%	\$814.14	50%	\$407.07	\$ 0.0400
General Construction	GENERAL	\$ 109,000		\$ 109,000	25	2.5%	\$5,916.08	25%	\$1,479.02	\$ 0.1454
First Floor Bathroom Accessibility	PLUMBING	\$ -		\$ -	20	2.5%	\$0.00	0%	\$0.00	\$ -
Bathrooms	PLUMBING	\$ 100,000		\$ 100,000	20	2.5%	\$6,414.71	25%	\$1,603.68	\$ 0.1570
Replace Sidewalks	CONCRETE	\$ -	\$ 0,000	\$ 0,000	30	2.5%	\$286.67	50%	\$143.33	\$ 0.0141
Tuckpointing	CONCRETE	\$ 41,656	\$ 41,656	\$ 41,656	25	2.5%	\$2,280.92	100%	\$2,280.92	\$ 0.2222
Electrical Service Upgrades	ELECTRICAL	\$ 33,000	\$ 33,000	\$ 33,000	30	2.5%	\$1,576.60	75%	\$1,182.50	\$ 0.1162
Electrical Wiring Replacement	ELECTRICAL	\$ 75,000	\$ 75,000	\$ 75,000	30	2.5%	\$3,583.32	25%	\$895.83	\$ 0.0881
Replace Boiler Room Door & Frame	GENERAL	\$ 1,500	\$ 1,500	\$ 1,500	25	2.5%	\$81.41	50%	\$40.71	\$ 0.0040
Replace Windows - Basement Glass Blocks	GENERAL	\$ 2,040	\$ 2,040	\$ 2,040	50	2.5%	\$71.93	25%	\$17.98	\$ 0.0018
Repair Roof Membrane	GENERAL	\$ 3,220	\$ 3,220	\$ 3,220	20	2.5%	\$206.55	100%	\$206.55	\$ 0.0203
Copper Downspouts	GENERAL	\$ 3,700	\$ 3,700	\$ 3,700	75	2.5%	\$112.09	50%	\$56.05	\$ 0.0055
Replace Entrance Double Doors/Frames	GENERAL	\$ 4,000	\$ 4,000	\$ 4,000	25	2.5%	\$217.10	50%	\$108.55	\$ 0.0107
Copper Gutters	GENERAL	\$ 6,228	\$ 6,228	\$ 6,228	75	2.5%	\$184.00	50%	\$92.34	\$ 0.0091
Reroof North/South Window Wells	GENERAL	\$ 7,000	\$ 7,000	\$ 7,000	75	2.5%	\$207.58	50%	\$103.79	\$ 0.0102
Repair to Stone Slabs & Columns	GENERAL	\$ 10,000	\$ 10,000	\$ 10,000	50	2.5%	\$352.50	50%	\$176.25	\$ 0.0173
Repaint Interior Walls/Exterior Soffits	GENERAL	\$ 15,000	\$ 15,000	\$ 15,000	7	2.5%	\$2,362.43	60%	\$1,811.22	\$ 0.1161
Replace Floor Covering w/Tile 8,991 sq ft	GENERAL	\$ 42,462	\$ 42,462	\$ 42,462	25	2.5%	\$2,304.66	75%	\$1,728.50	\$ 0.1699
Repair Roof - Slate	GENERAL	\$ 94,230	\$ 94,230	\$ 94,230	75	2.5%	\$2,794.20	75%	\$2,095.69	\$ 0.2060
Replace 60 Windows	GENERAL	\$ 96,000	\$ 96,000	\$ 96,000	50	2.5%	\$3,364.77	100%	\$3,364.77	\$ 0.3327
Ventilation/Air Cond System	GENERAL	\$ 140,000	\$ 140,000	\$ 140,000	25	2.5%	\$7,598.03	50%	\$3,799.01	\$ 0.3734
TOTAL PROJECT COSTS		\$ 721,600	\$ 581,116	\$ 1,302,716			\$ 47,326.50		\$ 25,377.96	\$ 2.49

DOLE LEARNING CENTER INTERGOVERNMENTAL CONTRIBUTION RATE CALCULATIONS

3/30/89	PROJECT DESCRIPTION	Type of Project	FUND BY CDBG	FUND BY CIP/GENERAL	TOTAL	LIFE CYCLE	ASSUMED INTEREST RATE @		ANNUAL FUNDING REQUIREMENT	% APPLIED TO FUTURE REPLACEMENT	ANNUAL RENTAL PAYMENT	ANNUAL COST PER SQ FOOT
								0%				
OPERATING COSTS												
	Natural Gas			\$ 4,000	\$ 4,000	1		0.0%	\$4,000.00	100%	\$4,000.00	\$ 0.2082
	Electric			-	\$ -	1		0.0%	\$0.00	100%	\$0.00	-
	Water/Sewer			\$ 2,500	\$ 2,500	1		0.0%	\$2,500.00	100%	\$2,500.00	\$ 0.1670
	General Maintenance/Upkeep			\$ 11,106	\$ 11,186	1		0.0%	\$11,186.00	100%	\$11,186.00	\$ 0.7500
	Management/Admin Charge			\$ 2,000	\$ 2,000	1		0.0%	\$2,000.00	100%	\$2,000.00	\$ 0.1341
TOTAL OPERATING COSTS			\$ -	\$ 19,686	\$ 19,086				\$ 19,686	\$	\$ 19,686	\$ 1.32
INITIAL PROJECT CONTRIBUTIONS												
	Ventilation/Air Cond System (1)		\$ -	\$ 140,000	\$ 140,000				\$ 5,250		\$ 5,250	\$ 0.3520
TOTAL INITIAL COSTS			\$ -	\$ 140,000	\$ 140,000				\$ 5,250		\$ 5,250	\$ 0.352
TOTAL ALL COSTS			\$ 721,600	\$ 740,002	\$ 1,462,402				\$ 52,576		\$ 50,314	\$ 4.166

(1) The Initial Project Contribution figure assumes that the tenants contribute 75% of the cost of the first installation. That cost is allocated into the per square foot rent base and is spread out over the first 20 years of the rent. \$140,000 X 75% divided by 20 Years divided by 14,915 sq. feet = \$5,250 annually divided 14,915 = \$0.352 per sq. foot.

(1) The Initial Project Contribution figure assumes that the tenants contribute 75% of the cost of the first installation. That cost is allocated into the per square foot rent base and is spread out over the first 20 years of the rent. \$140,000 X 75% divided by 20 Years divided by 14,915 sq. feet = \$5,250 annually divided 14,915 = \$0.352 per sq. foot.

APPENDIX A

CONTRIBUTION CALCULATIONS DOLE LEARNING CENTER

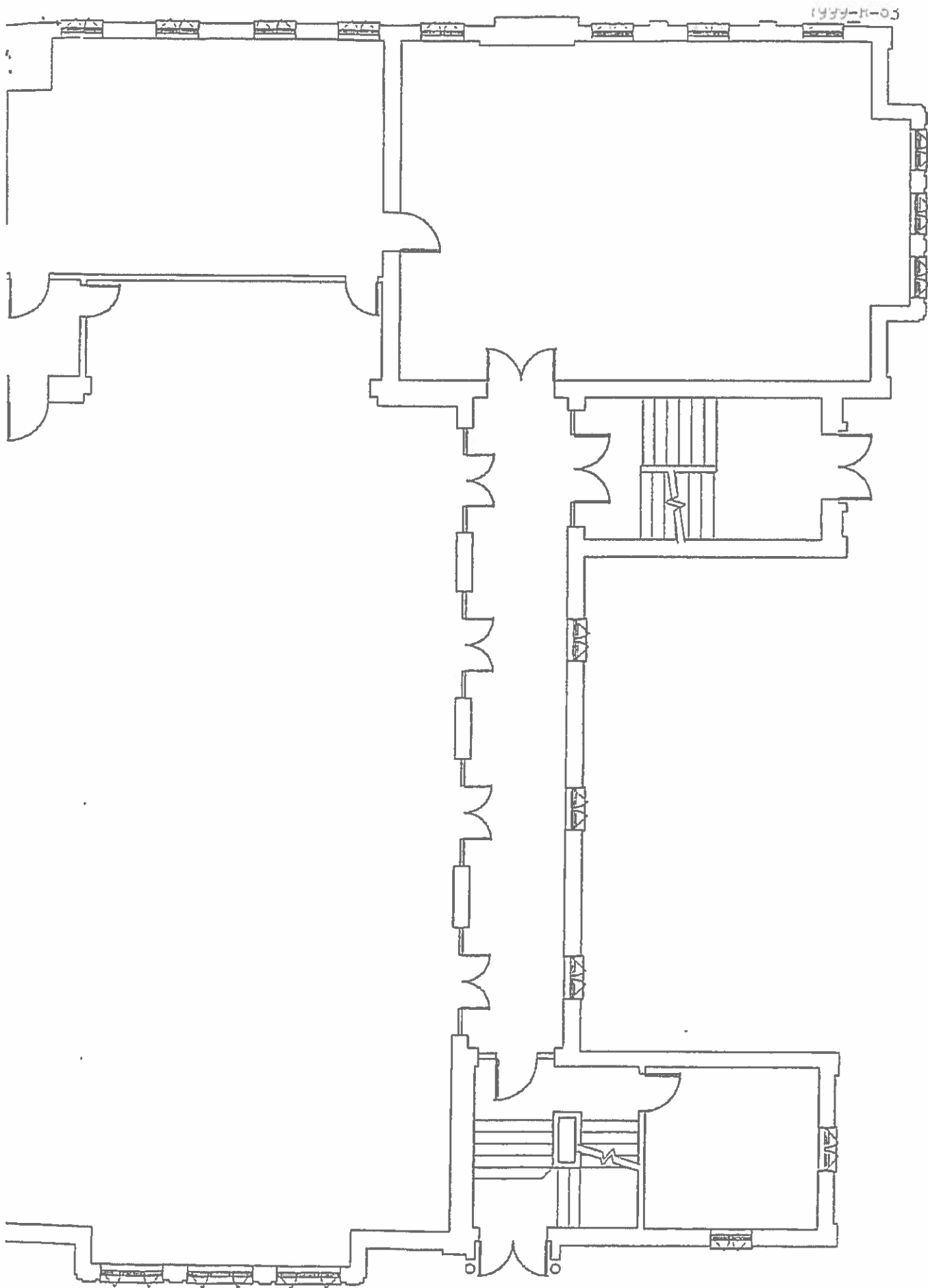
20 Year Contribution for Initial HVAC System

Tenant	Applicable Square Ft	Cost per Square Ft @ \$ 4.166		Annual Revenue	Monthly Revenue
Oak Park Library	4,039	\$	4.166	\$ 16,827.55	\$ 1,402.30
Oak Park Park District	2,637	\$	4.166	\$ 10,986.45	\$ 915.54
Train Club *	688	\$	4.166	\$ 2,866.39	\$ 238.87
Village of Oak Park *	500	\$	4.166	\$ 2,083.13	\$ 173.59
3rd Floor	2,310	\$	4.166	\$ 9,624.08	\$ 802.01
TOTAL RENTAL SPACE	10,174			\$ 42,387.60	\$ 3,532.30
* 50% of Basement Floor Space was Used					
3/30/1999					

APPENDIX B

EXISTING SCHEMATIC FLOOR PLAN OF THE DOLE LEARNING CENTER

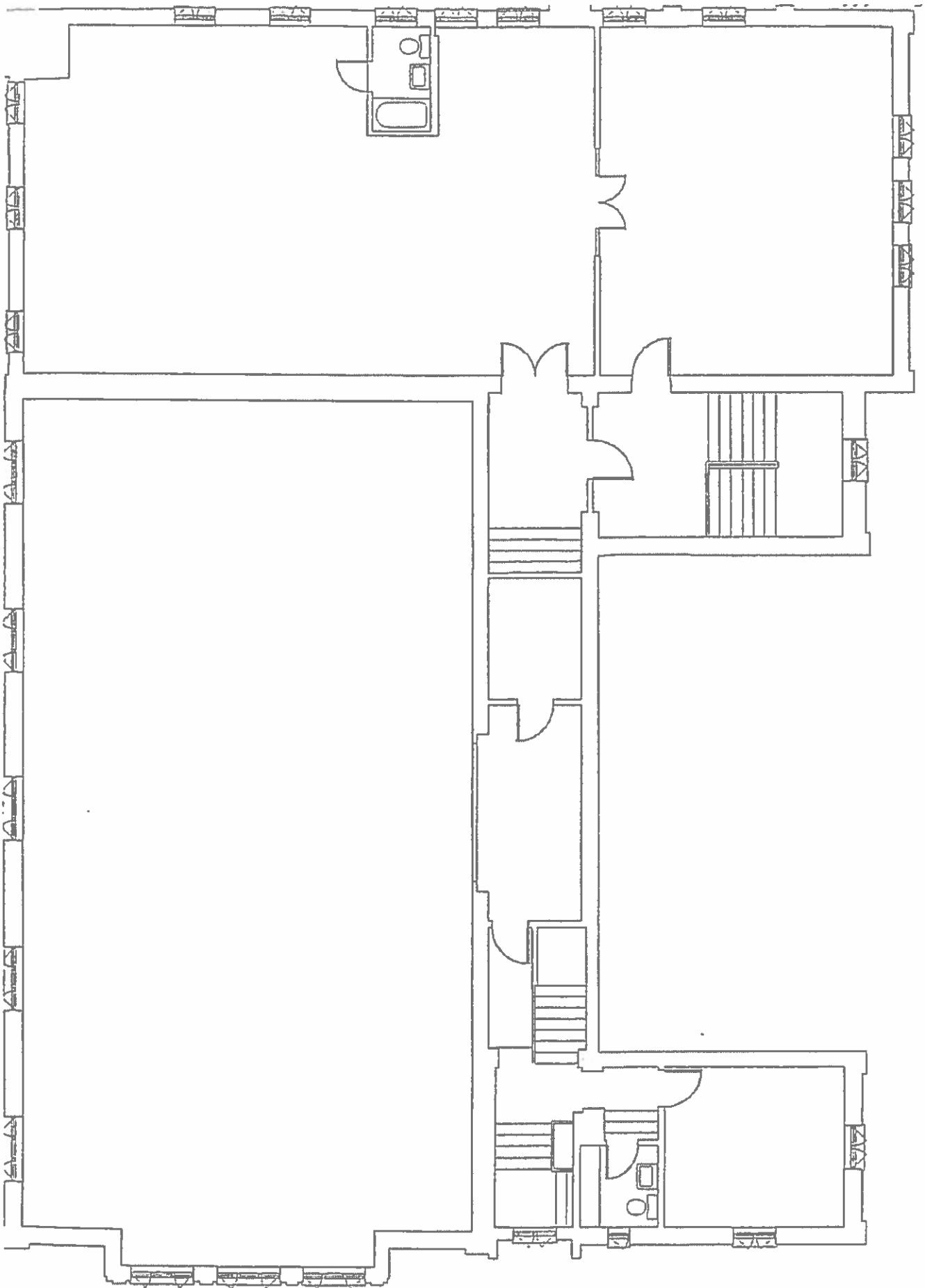
(To be provided prior to execution of agreement)



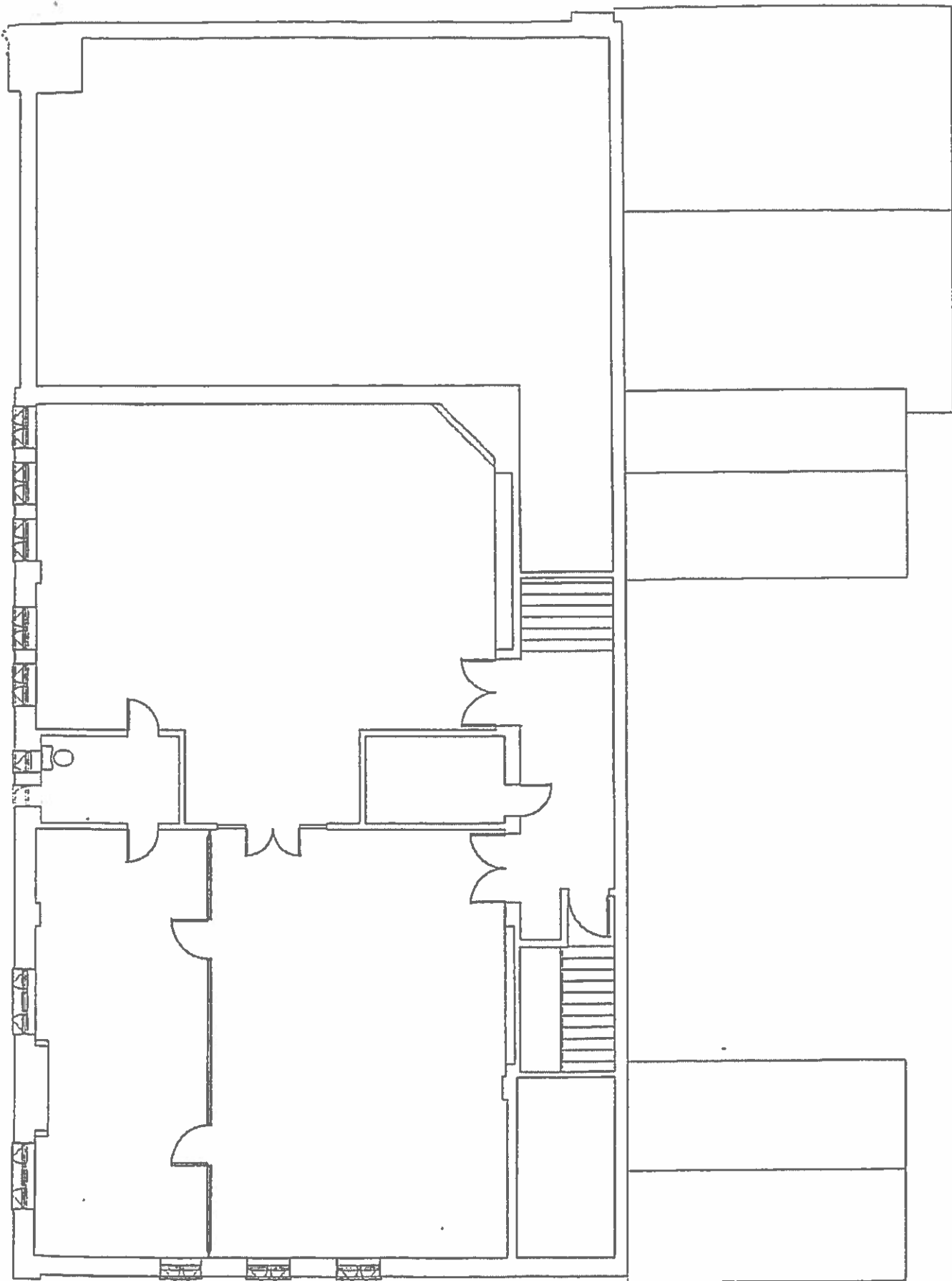
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151

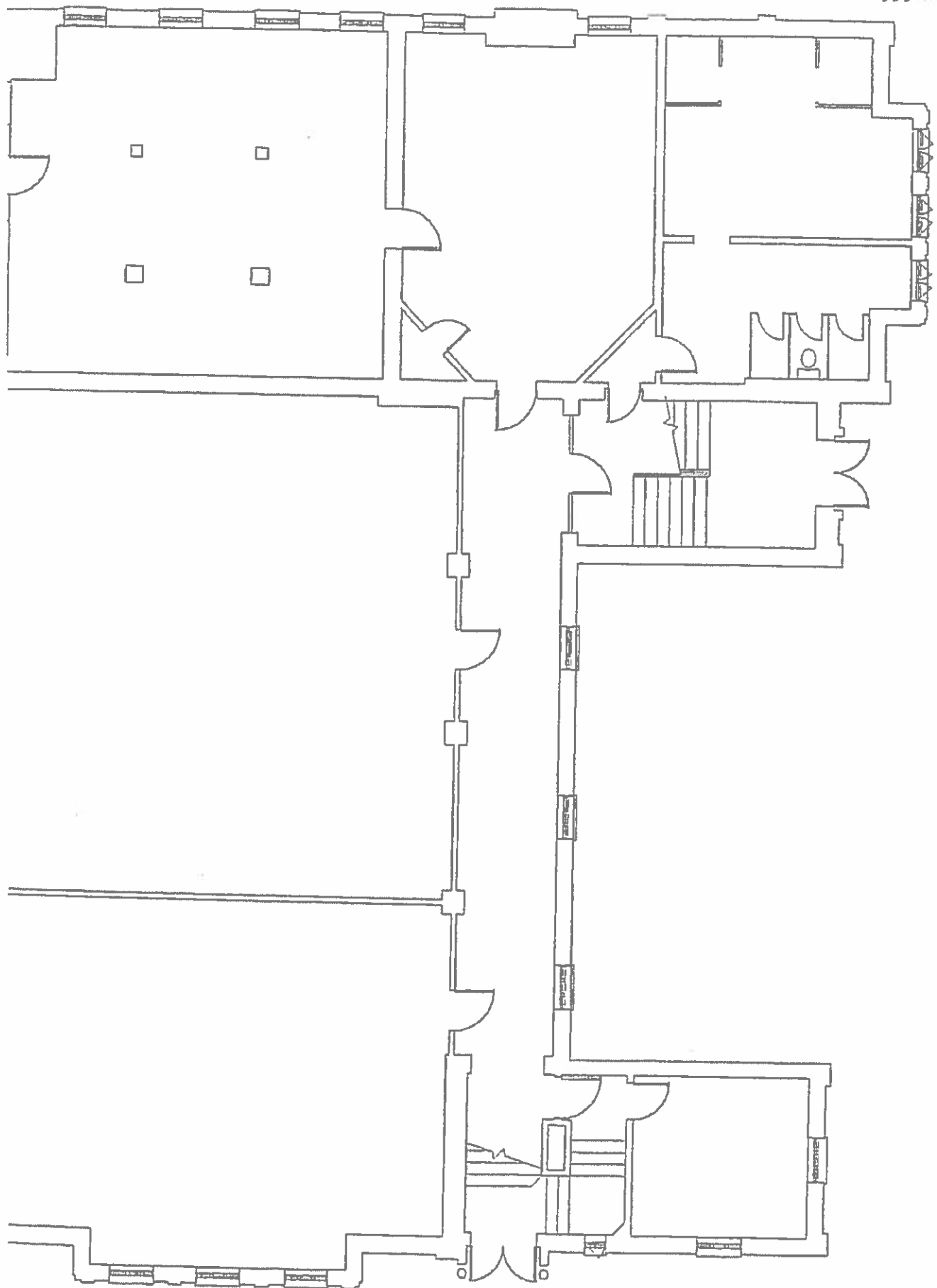
APPENDIX B



2nd



3rd FL



Basement

BUILDING LEASE

Date of Lease	Term of Lease		Monthly Rent
3-1-85	Beginning	Ending	\$87.86
	3-1-85	3-1-86	
Location of Premises:			Security Deposit:
Dole Branch, 600 sq. ft. of basement			
Area or Space No.			
600 sq. ft. of basement			
Purpose:			
Model Engineers			

LESSEE Oak Park Society of Model
Name Engineers

Address 112 Wesley
Oak Park, IL 60302
Attn: Curt Cruver

LESSOR Village of Oak Park
Name and 1 Village Hall Plaza

Business Oak Park, IL 60302
Address Attn: Joe DiPrizio

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

RENT

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

CONDITION OF PREMISES

2. Lessee has examined and knows the condition of Premises and has received the same in good order and repair except as herein otherwise specified, and no representations as to the condition or repair thereof have been made by Lessor or his agent prior to or at the execution of this lease, that are not herein expressed or endorsed hereon. Lessee shall keep the Premises and appurtenances in a clean, sightly, orderly and healthy condition and in good repair, and shall perform all acts required to maintain Premises in accordance with applicable statutes, ordinances and other governmental requirements. Upon the termination of this lease in any way, Lessee will yield up Premises to Lessor in as good condition as when the same were entered upon by Lessee, less by fire and ordinary wear and tear only excepted.

LESSEE NOT TO REUSE, SUBLET, ASSIGNMENT

3. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the prior written consent of the Lessor and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

MECHANIC'S LIEN

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of any such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill thereafter.

RENEWAL OF
LEASE

~~This lease may be renewed by the Lessee for two consecutive one year terms to commence and for the same monthly rent as stated above conditioned upon the written notice of the Lessee to Lessor of his intention to renew the subject lease which notice must be given not more than 90 days nor less than 30 days prior to the expiration of the current term of the lease. Section 3 is subject to the provisions of Section 2.~~

INDEMNITY
FOR
ACCIDENTS

6. Lessee shall carry liability insurance in limits of \$100,000/\$300,000 bodily injury and \$100,000 for property damage. Lessee shall, at its expense, have the Lessor covered as additional insured so far as the demised premises are concerned, and will furnish Lessor with a Certificate of Insurance showing such coverage and the inclusion of the Lessor and the demised premises. Lessee, at its expense, shall, throughout the term of this Lease, carry insurance in not less than the aforementioned amounts indemnifying and protecting both the Lessor and Lessee against loss, suits for damage and damages, due to the happening of any accident in or about the demised premises or by or through the Lessee's operation or due to any act or neglect of the Lessee, its agents, employees, sub-lessees, licensees or any occupant of the demised premises. A Certificate of Insurance shall be furnished Lessor whenever a new policy or renewal of a policy is issued. Lessee shall not be liable for any loss or damage by Lessor or its agents.

NON-
LIABILITY
OF LESSOR

7. Lessor shall not be liable for any damage occasioned by failure to keep the premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

WATER &
ELECTRIC
CHARGES

8. Lessor shall pay the expense of all water and electricity supplied to the premises. The Lessee shall heat the premises at its own expense and with the prior approval of the Lessor.

KEEP
PREMISES
IN REPAIR

9. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may, but need not, make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

ACCESS TO
PREMISES

10. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.

ABANDONMENT
AND RELET-
TING

11. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

HOLDING
OVER

12. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages for the whole time such possession is withheld, the sum of twenty-five Dollars (\$ 25) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

**EXTRA FIRE
HAZARD**

13. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

RE-ENTRY

14. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, it shall be lawful for Lessor at any time thereafter at his election, without notice, to declare said term ended, and to re-enter the Premises, or any part thereof, with or without process of law, and to remove Lessee, or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire, or have an interest in, whether exempt by law or not, as security for payment of the rent herein reserved.

**FIRE AND
CASUALTY**

15. In case the Premises shall be rendered untenable by fire, or other casualty, Lessor may, at his option, terminate this lease, or repair the Premises within sixty days, and failing so to do, or upon the destruction of said Premises by fire or other casualty, the term hereby created shall cease and determine.

**PAYMENT
OF FEES**

16. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor, in enforcing the covenants and agreements of this lease, and this lease and all covenants and agreements herein contained shall be binding upon, apply, and insure to their respective heirs, executors, successors, administrators, and assigns of all parties to this lease.

**OPTION TO
TERMINATE**

17. In the event that the Lessor or the Lessee or their successors, attorneys or assigns shall desire at any time to terminate the subject lease for any reason, each shall have the option of so doing at any time upon giving the other sixty days prior written notice of their election to exercise such option.

NOTICE

18. Any and all notices under this lease to the Lessor shall be sent by registered mail to:

The Village of Oak Park
1 Village Hall Plaza
Oak Park, Illinois 60302
ATTN: Recreation Department

Any and all notices under this lease to the Lessee shall be sent by registered mail to:

IN WITNESS WHEREOF, the parties have set their hands and seals
this fourth day of February, 19 85

ATTEST:

VILLAGE OF OAK PARK

Village Clerk

By:

Village Manager

ATTEST:

By: