

LEASE AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants contained herein,

THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 146

hereby agrees to lease to the VILLAGE OF ORLAND PARK for a period of ten (10) years from the date of this lease, the following part of the Kruse Education Center site:

That part of the East half of the Northwest quarter of Section 13, Township 36 North, Range 13, East of the Third Principal Meridian and described as follows: Commencing at the center of said Section 13, Thence North 00 degrees – 04'21" East 215.00 feet to the point of beginning thence North 89 degrees – 57'25" West 347.23 feet along a line which is parallel to and 215.00 feet North of the South line of the Northwest quarter of said Section 13, thence North 16 degrees 30'11" West 298.63 feet; thence North 73 degrees – 20'49" East 90.43 feet to a point of curvature, said curve being convex Northerly and having a radius of 2970.00 feet; thence along said curve a distance 857.68 feet to the East line of said Northwest quarter, thence South 00 degrees – 04'21" West 435.00 feet to the point of beginning in Cook County, Illinois, being that part of the Kruse Education Center site which is occupied by the Kruse Education Center.

Such lease is subject to the following terms and conditions:

1. THE VILLAGE OF ORLAND PARK shall maintain the baseball diamonds, fields and backstops, located on the Kruse Education Center site and keep them in good repair; and keep the grass on said baseball diamonds and fields trimmed at its own expense.
2. An annual meeting will be held each June to determine any improvements for the following year. The cost of any such improvements shall be determined by the Village of Orland Park and the Board of Education shall not incur any costs or expenses in connection with the development of said site by the Village of Orland Park.
3. THE BOARD OF EDUCATION will be allowed to use said baseball diamonds, fields and backstops for its athletic programs provided such activities will not damage those facilities; it

being the purpose of this lease to fully use the premises for school athletic programs and baseball recreational programs in the Village of Orland Park.

4. THE VILLAGE OF ORLAND PARK shall carry public liability insurance insuring, indemnifying and holding harmless (including the costs of defense) the Board of Education of Community Consolidated School District 146 against loss incurred by reason of property damage, injury or death to persons, or property damage arising out of activities conducted by the Village of Orland Park on said premises; the amount of such insurance and company insuring such risks shall be acceptable to the Board of Education, which insurance shall name the Board of Education as an additional named insured, and which insurance shall not be cancellable without sixty (60) days advance written notice to the Board of Education.

5. This lease is subject to termination upon 90 days' notice in writing by either party to the other. It is intended that said lease shall run for a period of ten (10) years from the date hereof; however, in the event the Board of Education determines that it is necessary to utilize the property exclusively for school purposes, then such determination by the Board of Education shall be conclusive and the lease may then be terminated upon 90 days' notice. At the termination of this lease by the expiration of the term hereof, or by termination by the Village of Orland Park, the title to all material and equipment on the school property shall be transferred to the Board of Education of Community Consolidated School District 146, as its sole and exclusive property. In the event the Board of Education shall terminate this lease, the Village of Orland Park will be permitted to remove that equipment which may be salvaged and useful upon such removal.

6. All notices to the Village of Orland Park shall be served by certified mail and addressed to Village of Orland Park – Finance Dept, 14700 Ravinia, Orland Park, Illinois 60462. All notices to the Board of Education of Community Consolidated School District 146, Cook

County, Illinois, shall be served at 6611 W. 171st Street, Tinley Park, Illinois, 60477, or such other location as may be hereafter designated by the said Board of Education.

7. This lease does not convey to the Village of Orland Park authority to grant use of said property to any organization for any other activity without prior written approval of the Board of Education. Any violation of this clause or any other covenant herein shall be cause for immediate termination of this lease agreement.

8. The purpose of this lease is to permit the maximum utilization of said land by the youth and citizens of the Village of Orland Park, and by the children attending school on the site hereinabove referred to, during the term of this lease.

IN WITNESS WHEREOF, the parties hereto have executed said lease the

_____ day of _____, 2018.

BOARD OF EDUCATION OF COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 146,
COOK COUNTY, ILLINOIS

BY: _____
President

Secretary

VILLAGE OF ORLAND PARK
A Municipality

BY: _____
President

Village Clerk