



**LOCAL EFFICIENCY COMMITTEE MEETING
PROSPECT HEIGHTS PARK DISTRICT
GARY MORAVA RECREATION CENTER
110 W. CAMP MCDONALD ROAD, PROSPECT HEIGHTS, IL 60070**

**TUESDAY, APRIL 23, 2024
6:30 p.m.**

- I. Call to Order**
 - A. Roll Call**
- II. Corrections/Additions/Approval of Agenda**
- III. Recognition / Welcome**
- IV. Old Business**
 - A. Minutes from July 25, 2023 LOCAL EFFICIENCY COMMITTEE MEETING**
 - B. Document Review**
 - i. Code of Conduct**
 - ii. Cybersecurity Response Plan**
 - iii. Emergency Action Plans**
 - iv. Board Manual**
- V. New Business**
 - A. Document Review**
 - i. IGA with Prospect Heights Public Library for the joint purchase, operation, and maintenance of electronic message center**
 - ii. Agreement for Resident Partners with Mount Prospect & River Trails Park Districts**
 - iii. MOU with Prospect Heights Youth Baseball Softball**
 - iv. Lease with ComEd for Country Gardens Park, Bike Path and Native Prairie**
 - v. Agreement with School District 23**
 - vi. IGA with City of Prospect Heights for 214 S Wheeling Rd.**
 - vii. IGA with City of Prospect Heights for Compensatory Storm Water Storage at Somerset Park for Willow Road Flood Control Project**
- VI. Public Comment**
- VII. Adjournment**

Next Meeting scheduled for October 22, 2024 at 630pm at GMRC

**MINUTES OF THE LOCAL EFFICIENCY COMMITTEE MEETING
OF THE PROSPECT HEIGHTS PARK DISTRICT
GARY MORAVA RECREATION CENTER
110 W. CAMP MCDONALD ROAD, PROSPECT HEIGHTS, IL 60070
TUESDAY, JULY 25, 2023**

Call to Order

Roll Call

Tim Jones called the Local Efficiency Committee meeting of the Prospect Heights Park District to order at 7:00 p.m.

Committee members physically present: Ellen Avery (arrived at 7:01 p.m.), Betty Cloud, Paul Fries, Karl Jackson, Tim Jones, Eric Kirste, Steve Messer, Allison Kirby, Christina Ferraro

Committee members electronically present: Marianne Kerr and Travis Hoying

Committee members absent: Ray Doerner

Also present: Edlyn Castil – Marketing & Communications Manager/Recording Secretary

A quorum was present.

Tim Jones led the Pledge of Allegiance.

Open Meetings Act (5 ILCS 120/1 et seq.) approve committee members to attend electronically.

A motion was made by Steve Messer and seconded by Paul Fries to approve committee members Marianne Kerr and Travis Hoying to attend electronically due to personal illness and employment purposes. The motion was unanimously approved by a voice vote. The motion carried.

Corrections/Additions/Approval of Agenda

A motion was made by Betty Cloud and seconded by Ellen Avery to approve the agenda as submitted. The motion was approved by a voice vote. The motion carried.

Recognition/Welcome

Tim Jones thanked all for participating and explained the purpose of this committee is to study efficiencies within the park district and create a report with recommendations to the Cook County Board.

New Business

Document Review

- **Code of Conduct** There was a brief discussion that the code of conduct was recently approved by the Board. No suggestions were offered by the committee.

- **Cybersecurity Response Plan** There was discussion regarding how and why the Cybersecurity Response Plan was created. Executive Director, Christina Ferraro explained it was recommended by PDRMA (park district risk management agency) due increased cyber threats and the new procedure the park district had to use to get cyber security coverage.

New Business (continued)

- **Emergency Action Plans** There was a brief discussion about the plans and suggestions were made by the committee to create a separate symbol for AED on the Emergency & Evacuation Map legend. Questions were asked about the procedure to announce incidents over the public announcement system throughout the recreation center. There was discussion about the active shooter Run-Hide-Fight or Flee-Hide-Flight response for those in the building to escape the area or protect themselves, how incidents are announced so individuals can judge how they respond to incidents and who gives the “all clear” after an incident.

- **Board Manual** There was a brief discussion that the manual being recently approved by the Board. No suggestions were offered by the committee.

It was noted that the Local Efficiency Committee is a recommending body and makes recommendations to the Park Board of Commissioners.

Public Comment

There were none.

Adjournment

With no further business to discuss, a motion was made by Betty Cloud and seconded by Eric Kirste to adjourn the Local Efficiency Committee Meeting at 7:18 p.m. The motion was unanimously approved by a voice. The motion carried.

Elizabeth “Betty” Cloud, Secretary

PROSPECT HEIGHTS LIBRARY AND PARK DISTRICTS

INTERGOVERNMENTAL AGREEMENT BETWEEN THE PROSPECT HEIGHTS LIBRARY DISTRICT AND THE PROSPECT HEIGHTS PARK DISTRICT FOR THE JOINT PURCHASE, OPERATION) AND MAINTENANCE OF AN ELECTRONIC MESSAGE CENTER

THIS AGREEMENT made this 25th day of August, 2020 by and between the PROSPECT HEIGHTS PUBLIC LIBRARY DISTRICT, Cook County, Illinois ("Library") and the PROSPECT HEIGHTS PARK DISTRICT, Cook County, Illinois ("Park District"), which may hereafter be identified as "the agencies."

WITNESSETH:

WHEREAS, in the best interests of the taxpayers of Prospect Heights Library District and Prospect Heights Park District, the Library and the Park District entered into an intergovernmental Purchase and Use Agreement in 2007 to save the taxpayers money by sharing the cost of purchase and use of Electronic Message Center, located on Prospect Heights Park District property at the northwest corner of Camp McDonald Road and Elm Street in Prospect Heights.

WHEREAS, in 2020 the agencies entered into an Intergovernmental Agreement to purchase the replacement of the LED Message Center of the sign structure

WHEREAS, the legal authority for the parties to enter into this agreement is established by:

(a) Article VII, Section 10 of the Illinois Constitution, which provides as follows:

"Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance. Units of local government and school districts may contract and otherwise associate with individuals, association and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues and any other resources to pay costs and to service debt related to intergovernmental activities" and

(b) The Illinois Governmental Cooperation act, (Ill. Rev.Stat.1982, ch.127, par. 741 et seq.) Which provides in part as follows:

"Section 743. Intergovernmental Agreements. Any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State and jointly with any other public agency of any other state or of the United States to the extent that the laws such other State or of the United States does not prohibit joint exercise or enjoyment."

"Perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each part of the contract. Such

contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties”

NOW THEREFORE, in consideration of the property and the mutual covenants and conditions contained herein, the agencies agree as follows:

- A. **PURCHASE OF REPLACEMENT LED MESSAGE CENTER:** The agencies shall participate equally in the vendor selection and establishing software. Purchase cost shall be mutually agreed upon by the agencies and approved by Trustees/Commissioners.
- B. **USE OF ELECTRONIC MESSAGE CENTER:** The agencies agree to use the sign for display of agency announcements and programming. Additionally, time and temperature will be displayed. Upon requests received by either agency, sign shall display announcements of current community events. Should the definition of “current community events” become questionable, the agencies agree the Executive Directors of each agency shall approve the message prior to its display.
- C. **INSTALLATION OF ELECTRONIC MESSAGE CENTER:** The agencies shall share equally in all costs related to physical installation/operation of sign’s electronic message center. The chosen vendor will remove and dispose of existing electronic message center and install new Electro-Matic Visual on both faces of existing sign.
- D. **MAINTENANCE:** The agencies shall share equally all costs related to ongoing maintenance beyond the 5-year limited warranty policy with the chosen vendor. The agencies agree to review potential preventative maintenance programs related to parts and service for sign operation when the 5-year limited warranty has expired. The Park District will coordinate parts and services required for sign maintenance. The Park District shall be responsible for maintenance of property at sign location and for the preventative maintenance which includes periodic (annual) cleaning of filtering and ventilation systems.
- E. **DAMAGE LIABILITY:** The Park District agrees to process insurance claims through the Park District’s property insurance for damage to Electronic Sign. Park District will coordinate parts and services required for repairs. The agencies shall share equally in cost of insurance deductible.
- F. **OPERATION OBLIGATIONS:** The agencies agree to employee web based training. Each agency may authorize specific staff to enter data and schedule display messages. The agencies shall share the operating costs equally for Electronic Sign related to energy and connectivity expenses. Park District will be responsible for providing Library a quarterly invoice/statement of expenses.
- G. **INDEMNIFICATION, LIABILITY AND INSURANCE:** The Park District shall obtain full liability insurance, indemnify and forever hold harmless the Library, its officers, agents, representatives, and employees, successors and assigns against any and all claims, demands, costs and expenses of any nature whatsoever, including reasonable attorney’s fees for the defense thereof, arising from or in connection with the initial purchase, replacement LED message center and use of Sign to the extent of such insurance coverage. Each agency shall name the other agency as additional insured for insurance reasons.

H. **ALTERATIONS:** No alterations or additions shall be made to the Electronic Sign structure without the prior written consent from both agencies. Neither agency shall unreasonably withhold approval of any structural alterations or additions to Electronic Sign requested by either agency.

NOTICES: All notices shall be in writing, mailed, or hand delivered to the individuals and at the address indicated below:

If to Library:

PROSPECT HEIGHTS PUBLIC LIBRARY DISTRICT

ATTN: EXECUTIVE DIRECTOR

12 NORTH ELM STREET

PROSPECT HEIGHTS, ILLINOIS 60070

If to Park District:

PROSPECT HEIGHTS PARK DISTRICT

ATTN: EXECUTIVE DIRECTOR

110 W. CAMP MCDONALD ROAD

PROSPECT HEIGHTS, ILLINOIS 60070

Or to such other individuals or addresses the parties may designate in writing.

I. **MISCELLANEOUS:**

1. This agreement shall be binding upon the parties their successors, and permitted assignees. This Agreement shall not be modified or amended. Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
2. The agencies shall at any times provide their connectivity to the Electronic Sign unless otherwise specifically agreed to the contrary in writing.
3. This agreement shall be in effect for ten years (the life of the sign is approximately 100,000 hours usage) and thereafter shall be subject to automatic annual renewal unless either party provides 6-month notice of termination to the other party prior to the end of the term.

J. **NO THIRD PARTY BENEFICIARY:** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

IN WITNESS WHEREOF, the parties have duly caused this Agreement to be executed on the day and year first above written.

PROSPECT HEIGHTS PARK DISTRICT
110 W. CAMP MCDONALD ROAD
PROSPECT HEIGHTS, ILLINOIS 60070

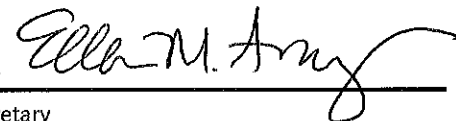
PROSPECT HEIGHTS PUBLIC LIBRARY DISTRICT
12 NORTH ELM STREET
PROSPECT HEIGHTS, ILLINOIS 60070

X 

President

X

President

X 

Secretary

X

Secretary

PARTNER RESIDENT AGREEMENT
(Revised November 6, 2023)

In consideration of continuing a PARTNER RESIDENT AGREEMENT between the Mt. Prospect Park District (hereinafter referred to as "MPPD"), Prospect Heights Park District (hereinafter referred to as "PHPD"), and the River Trails Park District (hereinafter referred to as "RTPD") to effectively expand the recreational opportunities for the sole purpose of offering resident and/or discounted rates to the residents of all three Park Districts; MPPD, PHPD, and RTPD hereby agree to the following:

1. Definition:
 - a. Residents within each respective taxing Park District will hereinafter be referred to as "Residents";
 - b. Residents from the respective other Park Districts will hereinafter be referred to as "Partner Residents".
2. This agreement is only applicable to each Park District's residents. It does not affect employee privileges.
3. MPPD, PHPD, & RTPD agree to offer its Partner Residents the resident rates for all of its classes, programs, facility memberships and daily fees, with the exception of golf facility usage. (See item #14)
4. Independent registration systems will be retained within each Park District. Residents will continue to receive first priority for registration in their home Park District.
5. All school district agreements will be honored only by the Park District that is a party to the agreement.
6. Procedures regarding employees working in businesses located within each Park District will not be affected. Golf is not included in any of these agreements. Present policies regarding the business community will be retained within each Park District, including golf.
7. In all the Park Districts, age 62 is designated as Senior Age. Other age designations will be retained within each Park District.
8. Facility rental rates and policies with respect to park affiliates and non-profit organizations will be retained within each Park District but will not extend to the other Partner Park Districts.
9. Partner Residents will receive facility rentals at the resident rate at each of the Partner Park Districts.

10. Park permit procedures will be retained within each Partner Park District.
11. Resident street lists will be available, upon request, at each of the Partner Park Districts. An updated resident street list will be printed on the first business day of each calendar year.
12. The Partner Resident Agreement will remain in effect until any one of the parties' requests changes to be made or requests to be removed from the agreement.
 - a. The Addenda will be reviewed annually for price changes. Any price changes will not require a full review of the Resident Partner Agreement or Board execution.
13. Electronic or printed seasonal brochures/program guides and websites of each Park District will contain consistent information about the Resident Partner Agreement.
14. A Partner Resident rate for daily golf fees may apply and will be defined in this agreement for the Mt. Prospect Golf Club (Addendum A), Rob Roy Golf Club (Addendum B), and Old Orchard Country Club (Addendum C). Each Park District will supply the Partner Districts with a current price scale to display for their residents no later than March 1 of each calendar year.

APPROVED: Steve Kunk
Mt. Prospect Park District, President

DATE: 11/15/23

APPROVED: Timothy Jones
Prospect Heights Park District, President

DATE: NOV 14, 2023

APPROVED: Joe Reah
River Trails Park District, President

DATE: 12/7/2023

ADDENDUM A

PARTNER RESIDENT AGREEMENT

MT. PROSPECT GOLF CLUB RESTRICTIONS MT. PROSPECT PARK DISTRICT REVISED NOVEMBER 6, 2023

Due to the nature of golf course management, restrictions for usage need to be established. The golf courses involved are Mt. Prospect Golf Club, Old Orchard Country Club and Rob Roy Golf Course.

1. All residents of the River Trails and Prospect Heights Park District are eligible to purchase a Mt. Prospect Golf Club Discount Card at a rate of \$35. This is the same rate that applies to residents of the Mt. Prospect Park District. Once this discount card is purchased, the golfer will receive reduced rates anytime they play.
2. Partner Resident are not eligible to purchase any of our Unlimited Play Season Passes.

ADDENDUM B

PARTNER RESIDENT AGREEMENT

ROB ROY GOLF CLUB RESTRICTIONS RIVER TRAILS PARK DISTRICT REVISED NOVEMBER 6, 2023

Due to the nature of golf course management, restrictions for usage need to be established. The golf courses involved are Mt. Prospect Golf Club, Old Orchard Country Club and Rob Roy Golf Course.

1. There will be no Partner Resident Fees available on Saturdays, Sundays, or Holidays. Partner Residents are considered Non-Residents on weekends and Holidays.
2. The Partner Resident tier of pricing will be half the difference between resident and non-resident fees for weekdays as well as for the Rob Roy Membership fee.
3. Promotions are offered from time to time; if a promotional rate is lower than any of these listed below, the discounted or special offer rate prevails.

ADDENDUM C

PARTNER RESIDENT AGREEMENT

OLD ORCHARD COUNTRY CLUB RESTRICTIONS PROSPECT HEIGHTS PARK DISTRICT REVISED NOVEMBER 6, 2023

Due to the nature of golf course management, restrictions for usage need to be established. The golf courses involved are Mt. Prospect Golf Club, Old Orchard Country Club and Rob Roy Golf Course.

1. Partner Residents will receive a \$5 discount on applicable rates during the week at Old Orchard Country Club. Nonresident rates will apply to Partner Residents on Saturdays, Sundays, and holidays.
2. Resident Partners may book a tee time online, pay the fee at the Golf Shop upon arrival and receive the discount after presenting valid proof of residency (driver's license or state ID card).
3. Rates include green fees and cart.
4. Open play rates vary 9 holes vs 18 holes and for adults (18 – 64 yr.), seniors (65+), juniors (17 and younger). Juniors cannot rent golf carts.

**Prospect Heights Park District & Prospect Heights Youth Baseball Softball
Agreement
Memorandum of Understanding Rev. 03.29.2022**

PURPOSE

The Prospect Park District (hereafter "Park District") recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Park District and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the public.

The Park District recognizes that at times it is in the best interest of the community that the Park District work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible, and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Park District is willing to continue the working relationship and cooperative Agreement with the Prospect Heights Wheeling Youth Baseball & Softball (hereafter "PHWYBS"). With this Agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this Agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein ensure that the parties' concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision, and action in planning, developing and maintaining recreational programs.

I. Criteria and Conditions

1. This Agreement is not intended to create a partnership, joint venture, or joint baseball / softball program. PHWYBS and the Park District shall each provide its

own leadership, structure, and must delegate operational duties to its membership.

2. PHWYBS shall conduct its own financial business and be financially self-supporting.
3. PHWYBS shall have its own volunteer governing board with adopted written bylaws or guidelines to guide the board in policy-making decisions, PHWYBS is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement Park District programs
4. Teams or leagues shall be sponsored only by those organizations, firms, or companies whose activities are not detrimental to the welfare of youth. Specifically, no firm or company whose advertising reflects the sale of alcoholic beverages or tobacco, or cannabis products shall be permitted to sponsor the program or be permitted to display any form of such advertising in connection with the program
5. PHWYBS shall provide a list of officers including mailing & email addresses and telephone numbers.
6. PHWYBS shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Park District.
7. PHWYBS agrees and understands that neither PHWYBS nor its officials, officers, members, employees, or volunteers (collectively "PHWYBS") are entitled to any benefits or protections afforded employees or volunteers of the Park District and are not bound by any obligations as employees of the Park District. PHWYBS will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage arising out of any PHWYBS activity will be PHWYBS's sole responsibility and not the Park District's. Also, it is understood that PHWYBS is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, PHWYBS will be solely responsible for its own actions. The Park District will in no way defend PHWYBS in matters of liability.
8. PHWYBS shall fully cooperate with any investigation conducted by or on behalf of the Park District and/or the Park District Risk Management Agency "PDRMA". Failure to fully cooperate with any such investigation shall constitute a breach of Agreement and in the sole discretion of the Park District, may result in revocation or suspension of any group privileges under this Agreement

9. PHWYBS shall not represent itself or members of PHWYBS as employees, volunteers, or agents of the Park District.
10. PHWYBS or members of PHWYBS will not advertise or solicit participants using the name or logo of the Park District without prior written permission of the Park District.
11. All fees, charges, monies, and expenditures shall be handled by PHWYBS itself, with its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
12. PHWYBS acknowledges and agrees that the group is responsible for all expenses, including, but not limited to, the provision of equipment and materials related to PHWYBS's activities and use of Park District property and facilities, unless otherwise specified in this Agreement or its Addendums or otherwise specified and agreed to in writing.
13. Activities, programs, and events sponsored by PHWYBS shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
14. PHWYBS agrees to conduct criminal background checks for all employees and volunteers eighteen years of age or older and who directly supervise individuals under the age of eighteen (18) years or age. PHWYBS is solely responsible for determining whether any conviction disqualifies any employee/volunteer.
15. PHWYBS agrees to cross-reference all staff, employees, and volunteers with the federal and state of Illinois Child Offender Databases.
16. PHWYBS understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any PHWYBS position and/or activity and that the Park District is not responsible for any hiring or retention decision.
17. Registration with PHWYBS shall not be limited to the residents of the Park District.
18. PHWYBS shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act,

and the Civil Rights Act of 1964. PHWYBS shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.

III. Facility Use

1. PHWYBS will submit a schedule of field use for the baseball season to the Park District. Changes and updates to scheduled practices and games will be submitted to the Park District at least 24 hours prior and subject to Park District approval. PHWYBS will receive first priority for use of each of the Park District baseball and softball diamonds over other organizations. With the following exceptions, the Park District also agrees to give first priority to PHWYBS for the baseball and softball diamonds during the baseball season (Lions, McDonald, Muir, and Eisenhower).
 - a. The Park District has unlimited use of the fields during the weekdays before 4:30 p.m. for its own programs.
 - b. Lions Field will not be available on Wednesdays depending upon participation levels in the Park District programs
 - c. McDonald Field and Lions Field may be inaccessible during the Annual June Block Party and April Spring Fling.
2. The use of the Gary Morava Recreation Center for meetings, picture day and special events will be made available at no charge and is based on availability and Park District scheduling concerns. The Park District retains the right to move, cancel or reschedule meetings with reasonable advance notice based upon Park District needs.
3. PHWYBS requests for use of Park District facilities other than those set forth in this Agreement or its Addendums shall be made at least one (1) month in advance to insure availability of staff. Park District programs take precedence over such requests other than those set forth in this Agreement or its Addendums.
4. It is the sole responsibility of PHWYBS to determine whether any facility, field, or location is safe, suitable, and/or appropriate for any intended use.

5. PHWYBS shall inspect each facility, field, or other location prior to and after each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Park District to the extent feasible, the Park District shall correct any reported unsafe condition prior to the next scheduled PHWYBS game or practice. As with all the provisions of this Agreement, this provision is for the benefit of contracting parties only, and is not intended to acknowledge, recognize, impose, or establish any legal duty owed to any third party.
6. Any holes or low spots on any field should be marked with field marking paint or spray paint for park maintenance crew to fill in.
7. PHWYBS is solely responsible for providing supervision and security services, as needed, for all PHWYBS activities.
8. The Park District does not assume any responsibility, care, custody, or control of any PHWYBS property or equipment brought upon or stored upon Park District property. PHWYBS is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Park District property.
9. PHWYBS shall adhere to all applicable facility and Park District ordinances, rules, regulations, policies, and procedures. (i.e., all dogs must be on a leash. No alcohol or cannabis on Park District property. No smoking or vaping in playground areas or on fields while spectating or participating in any organized athletic programs or special events. Drones are permitted only with Park District authorization.) Additional information can be located at www.phparks.org

III. Rental/Usage Fee

1. PHWYBS will reimburse the Park District for all PHWYBS field maintenance costs at a rate of \$23.41/ hour for labor and \$23.41/ hour for tractor use in calendar year 2022. Thereafter, the rate for both will increase 2% per year.
2. PHWYBS will be charged for use of the lights (April – August or October depending on play schedule) on McDonald Field and Lions Field.
3. PHWYBS will be charged for use of the water (April – August or October depending on play schedule) on Lions Field.
4. PHWYBS will reimburse the Park District for their cost of chalk, infield mix, field paint and drying agents required to prepare the fields for PHWYBS.
5. Mowing of ball fields and adjoining park property once per week is included at no charge to PHWYBS. If requested at a higher frequency by PHWYBS a flat fee of \$50 per field will be charged per occurrence.

6. Sprinkler heads shall be flushed in the fall and prepped in the spring at no charge to PHWYBS.
7. Application of a weedkiller each spring and periodic spot weeding as needed during the spring and summer of each ball field is included at no charge to PHWYBS. If requested at a higher frequency by PHWYBS, supplies will be charged at cost plus a flat fee of \$50 per field.

IV. Advertisement

1. The Park District will provide PHWYBS with a maximum of one-quarter page of advertising in their seasonal program guide. If requested by PHWYBS, the Park District will include a full page (front and back) in the winter program guide for PHWYBS registration materials at a cost to be determined by the Park District each year. PHWYBS is responsible for providing information for the advertisement in a camera-ready format. A copy of the Park District's program guide production timeline, with established deadlines for promotional copy, will be given to PHWYBS on an annual basis.
2. The Park District will provide a link from their website to the official PHWYBS website.

V. Insurance and Indemnification

PHWYBS shall procure and maintain for the duration of this Agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of PHWYBS's activities:

A. Commercial General and Umbrella Liability Insurance

PHWYBS shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured

contract (including the tort liability of another assumed in a business contract), and shall not be endorsed to exclude claims arising from athletic participation.

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of PHWYBS's insurance and shall not contribute with it.

The CGL policy must include individuals for athletic participation.

B. Business Auto and Umbrella Liability Insurance

If applicable, PHWYBS shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, PHWYBS shall maintain workers compensation and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

D. Other

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Agreement, PHWYBS waives all rights against the Park District and its officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to PHWYBS's use of any Park District property or facility.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to exercising any rights under this Agreement, PHWYBS shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Agency prior to the cancellation or material change of any insurance referred to therein. Written notice to Agency shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement, or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of PHWYBS's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting PHWYBS from using the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this Agreement at Park District's option.

PHWYBS shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If PHWYBS's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, PHWYBS may be asked to eliminate such deductibles or self-insured retentions as respects the

Park District, its officers, officials, employees, volunteers, and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

F. Indemnification

PHWYBS shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this Agreement; (ii) any act, omission wrongful act or negligence of PHWYBS or any of PHWYBS's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Park District property or facility, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. PHWYBS shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of PHWYBS's breach of any of its obligations under, or PHWYBS's default of, any provision of this Agreement.

VI. Miscellaneous Provisions

1. At the beginning of each season, the Park District will drag and prepare fields which PHWYBS has requested to utilize (Lions, McDonald, Muir, and Eisenhower).
2. Pre-game field maintenance shall include the following activities (weather permitting) Lions, McDonald, Muir, Eisenhower).
 - a. Dragging the infield for purpose of loosening the soil.
 - b. Raking the dirt from the lips as needed to prevent buildup and the need for lip removal each season.
 - c. Chalking the batters' boxes and baselines
 - d. Painting the foul lines in the outfield grass as needed
3. At the end of each season, the Park District will level the fields as needed, replace soil lost during the season, and make any other necessary field repairs. The cost of needed material will be paid for by PHWYBS and labor costs will be assumed by the Park District (Lions, McDonald, Muir, and Eisenhower).
4. Sprinkler heads shall be flushed in the fall and prepped in the spring and labor costs will be assumed by the Park District.
5. The Park District will distribute keys for field lights to PHWYBS. PHWYBS must coordinate use of field lights within the program. Field lights must be turned out by 10:30 p.m. on each ball field.
6. The Park District will give PHWYBS access to the sprinkler system. PHWYBS must coordinate use of the sprinkler within the program.
7. PHWYBS must maintain a behavior management policy for all players, coaches, parents and spectators.
8. An official league phone number and website must be provided for public use.
9. To the extent that the Park District assists PHWYBS by preparing and maintaining non-Park District owned fields for league use, PHWYBS fully understands and agrees that the Park District is in no way assuming any duty to maintain or inspect non-Park District owned property.
10. Routine maintenance as it relates to cleanliness and appearance unless specifically outlined in the Agreement will be provided by the Park District at their

sole expense. Other projects and ongoing capital improvement requests to any field shall be decided on a case-by-case basis with the sharing of expenses to be negotiated between PHWYBS and the Park District based on a budget condition of both parties.

11. Annual joint field inspection to take place between PHWYBS liaison, Park District Superintendent of Parks & Facilities and ball field maintenance staff prior to April 1st of each year (Lions, McDonald, Muir)
12. The Park District will report to PHWYBS on the condition of each of its fields before 1:00p.m. on weekdays so that PHWYBS may make other arrangements to prepare fields or cancel/reschedule game/ practice(s).
13. Fields are prepared Monday – Friday by park staff. Any changes to game/ practice schedules must be relayed to Park staff before 1:00 p.m. Monday – Friday. Thereafter, PHWYBS may make other arrangements to prepare fields or cancel/reschedule game/ practice(s).
14. PHWYBS and the Park District understand that excessive amount of drying agent changes the infield mix and, therefore, needs to be removed at the end of each day.
15. PHWYBS shall provide the Park District will materials necessary for the Park District staff to answer simple questions regarding registration and the on-going activities of PHWYBS. The Park District will make a reasonable effort to respond to such questions and route people to the PHWYBS website for further information.
16. The Park District agrees to allow PHWYBS to post PHWYBS registration materials at the Gary Morava Recreation Center and to provide a mechanism for PHWYBS registrants to drop-off registration forms at the Gary Morava Recreation Center.
17. PHWYBS is responsible for following the Park District's severe weather protocol. Player safety is the sole consideration with regard to lightning delays or cancellations. When lightning is detected by the Park District lightning detection system or seen by a participant (coaches, players, parents, or other spectators) all play will immediately cease. All participants should be directed to appropriate shelter. If no safe structure is available, participants should be instructed to shelter in their vehicles. Neither practice nor play should resume until either the "All Clear" is sounded by Park District lightning detection system or 30 minutes has passed following the last sighting of lightning. (Note that the 30-minute

countdown restarts at each lightning sighting during the countdown.) It is the responsibility of all PHWYBS coaches to enforce this protocol and communicate it to the referee who has the authority over games.

VII. No Third-Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this

Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

VIII. Termination and Duration

1. The initial term of this Agreement shall commence on the date hereof and end on February 28, 2025. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least 90 days prior to the annual renewal date of its intention not to renew the Agreement, or unless the Parties otherwise mutually agree to terminate the Agreement.
2. The Park District retains the right to alter the terms and conditions of this Agreement or to terminate this Agreement at any time and for any reason, including, but not limited to misconduct of PHWYBS or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Park District residents, or because PHWYBS has breached any of its obligations under this Agreement.
3. PHWYBS may terminate this Agreement by providing a minimum of 45 days written notice.
4. PHWYBS will have financial responsibility to the Park District for any outstanding fees and/or money owed to the Park District and shall promptly reimburse the Park District. Any money owed to PHWYBS by the Park District shall be promptly reimbursed.
5. The Agreement may be amended by the written approval of both Parties.
6. IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

[Handwritten Signature]

Authorized Signature of PHWYBS

[Handwritten Signature]

Authorized Signature of Prospect Heights Park District

4/26/2022

Date

3/29/2022

Date

Prospect Heights Park District
ORDINANCE NO. 06.27.2023B

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE WITH
COMMONWEALTH EDISON COMPANY FOR COUNTRY GARDENS PARK, BIKE
PATH AND NATIVE PRAIRIE

WHEREAS, the Prospect Heights Park District ("Park District") is an Illinois Park District organized and operating under the Illinois Park Code; and

WHEREAS, the District seeks to renew its Recreational Lease from Commonwealth Edison Company ("ComEd") for land at what is commonly known as Country Gardens Park, the bike path, and the native prairie; and

WHEREAS, both the District and ComEd have negotiated a Recreational Lease for Country Gardens Park, the bike path, and the native prairie, in the form attached hereto as Exhibit A, which includes a term through May 31, 2038 and a rental payment of \$1; and

WHEREAS, the Recreational Lease also authorizes the District to maintain a ten foot wide recreational path for pedestrians and bicyclists (starting at Schoenbeck Rd. and ending across street south of the Prospect Heights train station) and to restore natural prairie habitat; and

WHEREAS, under the Park Code, 70 ILCS 1205/10-4, the District has the authority to lease land for park and playground purposes for any period not exceeding 99 years; and

WHEREAS, the Board of Commissioners finds that executing the Recreational Lease with ComEd, in the form attached hereto as Exhibit A, is in the best interests of the District and the public.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Prospect Heights Park District as follows:

Section 1. The preambles as set forth above are incorporated herein and made a part hereof.

Section 2. The Board approves the Recreational Lease in the form attached hereto as Exhibit A and authorizes and directs the President and the Secretary to execute and attest to said Recreational Lease.

Section 3. The Executive Director is hereby authorized and directed to take such action as may be necessary to carry out the terms of said Recreational Lease, including as necessary, the use of corporation legal counsel.

Section 4. This Ordinance shall take full effect immediately upon its passage. All previous ordinances, resolutions, motions, and orders of the Prospect Heights Park District Board of Park Commissioners in conflict herewith be, and the same are, hereby repealed to the extent of such conflict.

Section 5. If any portion of this Ordinance shall be determined to be invalid by a court of competent jurisdiction in the State of Illinois, the remaining portions of this Ordinance shall remain full force and affect.


PASSED this 27th day of June 2023

TIM JONES, ELLEN AVERY, BETTY CLOUD, PAUL FRIES
AYES: STEVE MESSER, ERIC KIRSTE
NAYS: N/A
ABSENT: JACKSON, KARL



Board President





Elizabeth "Betty" Cloud, Board Secretary

RECREATIONAL LEASE
JUNE 27, 2023
by and between
COMMONWEALTH EDISON COMPANY
and
PROSPECT HEIGHTS PARK DISTRICT

For and including the following described real estate

CONTRACT NUMBER: 106752

R/W Name: PROSPECT HEIGHTS – PALATINE

R/W Name: PROSPECT HEIGHTS TSS 117

R/W Name: DES PLAINES - WAUKEGAN

PARCELS: T268-1, T268-2, T268-3, T32-301, T32-302, T32-303, T99-24 – T99-33

NW 1/4 SECTION 12, TOWNSHIP 44N, RANGE 10E

OF THE THIRD PRINCIPAL MERIDIAN

COOK COUNTY – WHEELING, ILLINOIS

COMED REGION NORTH

PIN: 03-14-300-013, 03-14-301-005, 03-14-301-007, 03-14-301-008, 03-14-402-006, 03-15-302-024,

03-15-307-020, 03-15-311-013, 03-15-400-007, 03-23-101-003, 03-23-200-009, 03-23-401-003,

03-26-201-045, 03-26-201-046

RECREATIONAL LEASE

THIS RECREATIONAL LEASE (the “Lease”) is made as of June 27, 2023 by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Landlord”) and the PROSPECT HEIGHTS PARK DISTRICT (“Tenant”) a municipal corporation (hereinafter referred to as “Tenant”) whose address is 110 W. Camp McDonald Road, Prospect Heights, IL 60070.

WHEREAS, Landlord is the owner of various parcels of land on or adjacent to the former rights-of-way of the City of Prospect Heights, IL and more fully described on Exhibit A (“Landlord’s Property”);

NOW THEREFORE, Landlord, for and in consideration of the payment of Rent (as hereinafter defined) by Tenant, and of the covenants, conditions and agreements of Tenant hereinafter set forth, does hereby lease and demise to the Tenant (without warranty of title), and Tenant does hereby lease from Landlord, a portion of Landlord’s property located in Cook County, Illinois as shown on Exhibit A attached hereto and made a part hereof (the “Leased Premises”), for the purposes specified in Section 2 below.

1. TERM.

A. The term of this Lease (the “Term”) shall begin on June 1, 2018 (the “Commencement Date”) and shall terminate on May 31, 2028 unless sooner terminated as provided herein.

B. Subject to the terms and provisions of this Lease, Landlord hereby grants to Tenant one (1) option to renew this Lease on the same terms and conditions (each, a “Renewal Option”) for a renewal term of ten (10) years (each, a “Renewal Term”). If Tenant desires to exercise a Renewal Option, it shall notify Landlord in writing no earlier than one (1) year and not later than one hundred eighty (180) days prior to the then current expiration date of the Term (before the operation of the Renewal Option being exercised); and, once exercised, shall operate to extend the Term to end concurrently with the Renewal Term set by the Renewal Option so exercised.

C. Subject to Subsection 1.D. below, such notice shall only be effective if delivered at a time when Tenant is not in default hereunder and when to the knowledge of Tenant, no default, breach, unsatisfied condition or other event has occurred or circumstances exist that constitute or which, with the giving of notice or the passage of time (including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or both, would constitute such a default.

D. In addition to any other inspections of the Leased Premises that Landlord may conduct during the Term of this Lease, during the period between the exercise of a Renewal Option and the start of the associated Renewal Term, Landlord shall review the Leased Premises and determine whether Tenant is in compliance with the terms and conditions of the Lease. Landlord shall notify Tenant in writing if any deficiencies in the performance of Tenant's obligations under the Lease are discovered during such review and any actions needed to correct them. Unless otherwise agreed in writing by Landlord, Tenant shall correct any item on such notice prior to the start of the Renewal Term in question.

E. Prior to the beginning of any Renewal Term, the parties shall execute an amendment to this Lease to memorialize such Renewal Term. If Tenant does not exercise a Renewal Option, such Renewal Option and all subsequent remaining Renewal Options (if any) shall thereupon expire.

2. **PURPOSE.** The Leased Premises shall be used by Tenant solely for the purposes of a Ten (10) foot wide recreational trail for pedestrians and bicyclists ("**Tenant's Facilities**"), in compliance with all Legal Requirements (as defined in the next sentence) and the terms and provisions of this Lease, and for no other purposes (the "**Permitted Use**"). For purposes hereof, the term "**Legal Requirements**" shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes (including the National Electrical Safety Code), executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Leased Premises or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon Landlord or Tenant, or the use and occupancy thereof by Tenant. "Legal Requirements" shall include "Environmental Laws" as defined in Section 15, below. Tenant's use of the Leased Premises shall also be and remain subject to Landlord's superior right to use all or any portion of the Leased Premises for its business purposes, including the installation, use and maintenance of any transmission, distribution or communications improvements, fixtures, facilities, machinery, equipment and/or other property owned by Landlord and now or hereafter installed by Landlord on or near the Leased Premises ("**Landlord's Facilities**").

3. **RENT.**

A. **Base Rent.** Landlord acknowledges its receipt of the payment of "**Base Rent**", a one-time payment by Tenant in the amount of One and No/100 Dollars (\$1.00) and no other Base Rent shall be assessed during the term of this Lease.

B. **Rent.** For purposes of this Lease, the term "**Rent**" shall mean the Base Rent, together with all other amounts due and payable by Tenant to Landlord under this Lease.

C. **Payment of Rent.** All Rent due and payable by Tenant under this Lease shall be paid to the following address:

Commonwealth Edison Company
Real Estate Department, 4th Floor
Three Lincoln Center
Oakbrook Terrace, Illinois 60181
Attn: Lease Payment Department

or to such other place as Landlord may from time to time designate in writing. All payments due from Tenant hereunder which are not paid when due shall bear interest at a rate equal to ten percent (10%) per annum from the date due until paid (the "**Default Rate**"). Such interest shall be compounded monthly. In addition to, and not in lieu of, the foregoing (and any other rights and remedies to which Landlord is entitled under this Lease), in the event that any payment due from Tenant hereunder is not paid within five (5) business days of the date that the same is due, then a late fee in the amount of ten percent (10%) of the unpaid amount shall be due and payable by Tenant to Landlord. All Rent shall be paid by Tenant without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds. Tenant's obligations to pay Rent are independent of each and every covenant contained in this Lease.

E. Net Lease. Except as otherwise provided in this Lease, the Rent herein shall be absolutely net to Landlord, so that this Lease shall yield, net to Landlord, the Rent in each year during the Term of this Lease and any renewals thereof, and that all costs, expenses and obligations of every kind and nature whatsoever, relating to the Leased Premises which may arise or become due during the Term of this Lease or any renewal or extension thereof, or as a result of Tenant's use or occupancy of the Leased Premises, shall be paid by Tenant, and Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord from all such costs, expenses and obligations.

4. TAXES. Tenant shall pay the following amounts as "Taxes" to Landlord in each case no later than thirty (30) days after Landlord's written demand therefor:

A Tenant's proportionate share of the land component of all real estate taxes for each tax parcel of which the Leased Premises is a part for all periods falling within the Term, which proportionate share shall be calculated as follows: (i) the total land component of each tax bill for each such real estate tax parcel which includes any portion of the Leased Premises, multiplied by (ii) a fraction, the numerator of which shall be the acreage of the portion of such tax parcel which falls within the Leased Premises, and the denominator of which shall be the total acreage of such tax parcel; plus

B All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Tenant at the Leased Premises for all periods falling within the Term, plus

C Any increase in the real estate taxes and other assessments payable with respect to the Leased Premises (or any tax parcel of which the Leased Premises is a part) which is allocable to this Lease, Tenant's use or occupancy of the Leased Premises, or any improvements, structures or fixtures constructed, installed or placed by Tenant at the Leased Premises (but without duplication of any amount payable pursuant to clause (B) above), for all periods falling within the Term; plus

D For purposes of this Lease, Taxes "for" or "with respect to" any particular period (or portion thereof) shall mean the Taxes which are payable during the calendar year in which any portion of such period falls, irrespective of the fact that such Taxes may have accrued with respect to a different period.

E Tenant hereby covenants and agrees that Tenant shall, no later than the Tax Exemption Date (as hereinafter defined), at Tenant's sole cost and expense, execute and deliver all documents,

instruments petitions and applications, and take all other actions which may be reasonably necessary and/or appropriate, in order to cause the Leased Premises to be exempted from the payment of real estate taxes, to the extent that it is possible without the transfer of any ownership or change in the property owner name in the records of the applicable taxing jurisdiction, under applicable Legal Requirements. Concurrently with the delivery of any such documents, instruments, petitions and applications, Tenant shall furnish Landlord with copies thereof. In the event that Tenant is successful in obtaining any such real estate tax exemption for the Leased Premises, then Tenant shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Lease is in effect (and Tenant shall execute such documents, instruments, petitions and applications, and take such other actions which may be reasonably necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Tenant is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Leased Premises, then Tenant shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Landlord so requests, take such actions as may be reasonably necessary to apply for such exemption (or continuation); provided however, in no event shall Tenant have any power or authority to change, alter or modify in any way, the tax parcel number, property owner name or mailing address of the Leased Premises in the records of the applicable taxing jurisdiction. For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Lease, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Lease is executed and delivered. Notwithstanding anything contained in this paragraph, to the extent Tenant fails to obtain a tax exemption with respect to the Leased Premises for any reason, Tenant shall pay the Taxes as required above in this Section 4.

5. **CONDITION.** Tenant has examined the Leased Premises and knows its condition. Tenant hereby accepts the condition of the Leased Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS.** No representations or warranties as to the condition, repair or compliance with Legal Requirements thereof, and no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by or on behalf of Landlord. By accepting possession of the Leased Premises, Tenant shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Leased Premises.

6. **MAINTENANCE; SERVICES AND UTILITIES.**

A. Tenant agrees at its sole cost and expense, to keep and maintain **the Leased Premises together with the [adjacent] open grass way area (such open grass way area together with Tenant's Facilities being the "Specified Area")** in a clean, safe, neat, sanitary and sightly condition and repair, and commensurate with the conditions existing at the time this Lease is executed to Landlord's satisfaction at all times during the Term hereof. Without limiting the generality of the foregoing, Tenant shall (subject to the terms and provisions of this Lease and all at Tenant's sole cost and expense): (i) perform any and all necessary paving, grading, landscaping, cutting and mowing of grass and weeds (including all Canadian thistles and other noxious weeds and growths at the Leased Premises) and snow and ice removal from the path (if any is to be performed at all by Tenant as part of its programming of the Tenant's Facilities), and (ii) promptly (and if Landlord provides written notice, no later than three (3) business days after receipt of such notice) remove all litter, garbage and graffiti from, and repair any vandalism (except for vandalism to Landlord's Facilities) to, the Specified Area or any nearby area, including, without limitation, any structure or bridge crossing used for Tenant's Facilities, on or near the Specified Area. Landlord hereby grants Tenant the right to use regulatory burn procedures to control and maintain the prairie grass portion of the Tenant's Facilities. Tenant's obligations under this Section 6 are solely those of Tenant and Landlord shall have no responsibility to undertake such obligations or to perform any action required of Tenant hereunder.

B. Landlord shall not be responsible for furnishing or providing any services or utilities to the Leased Premises (or any costs or expenses associated therewith), but rather, Tenant shall be responsible, at Tenant's sole cost and expense, for providing all such services and utilities. Landlord has made no representation, warranty or covenant of any kind regarding the availability (or future availability) of any such utilities and services, and no failure to provide or interruption of any such services or utilities or services shall give rise to any right or remedy in favor of Tenant under this Lease. Landlord may from time to time, but shall have no obligation to, maintain the Leased Premises in accordance with its customary maintenance program then in effect and Tenant shall have no right to require Landlord to maintain the Leased Premises in any manner.

C. Tenant assumes all of the responsibilities normally identified with the ownership of the Leased Premises, including, but not limited to, responsibility for the condition of the Leased Premises, such as the operation, repair, replacement, maintenance and management of the Leased Premises, including, without limitation, repairs to all buildings, structures, fixtures, equipment and other property thereon; provided, that (except as expressly set forth below) in no event shall Tenant maintain, repair, gain access to or in any way use or operate any of Landlord's Facilities.

7. **SURRENDER OF LEASED PREMISES; RESTORATION.** Tenant agrees that upon termination of the Term of this Lease, whether by expiration or otherwise, Tenant will peaceably quit and surrender the Leased Premises to Landlord, and will, at its sole cost and expense, remove all Tenant's personal property, fixtures, structures and improvements, and will, at Landlord's sole and absolute discretion, restore and regrade the Leased Premises to substantially the same condition the Leased Premises were in on the date hereof (other than any improvements, installations and modifications made by Landlord). This Section shall survive the termination or expiration of the Lease.

8. **COMPLIANCE WITH LAWS; WASTE; OTHER COVENANTS OF TENANT.**

A. **General.** Tenant, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements, Landlord's vegetation management practices and procedures and all of the requirements listed in Exhibits C-1 and C-2 attached to this Lease and made a part hereof. In addition, Tenant covenants and agrees that it will not commit waste, loss or damage to the Leased Premises or any other property of Landlord.

B. **Change in Law.** Tenant acknowledges that Landlord may incur costs as a result of the enactment of new Legal Requirements relating to the Leased Premises, and/or changes in Legal Requirements relating to the Leased Premises. Tenant agrees that any such costs incurred by Landlord for complying with such new or changed Legal Requirements and due in whole or in part to Tenant's use and/or occupancy of the Leased Premises shall be an expense recoverable by Landlord from Tenant. To the extent any such expense paid by Tenant to Landlord is subsequently recovered by or reimbursed to Landlord through insurance or recovery from responsible third parties or other action, Tenant shall be entitled to a proportionate share (as reasonably determined by Landlord) of such recovery or reimbursement.

C. **Notice of Violations.** Tenant shall immediately provide Landlord with written notice: (i) upon Tenant's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Leased Premises, and/or (ii) of Tenant's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to the Leased Premises, including without limitation, any alleged or actual violation of any Legal Requirements or any request for additional information, rejection or confirmation regarding any application for exemption from real estate taxes.

D. Height and Other Limitations. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas, and/or any trees, shrubs or other plants or vegetation planted or installed per Exhibit E at the Leased Premises by Tenant) having a height which exceeds the maximum allowable height under OSHA's height standards in effect from time to time during the Term, shall be driven, moved or transported on the Leased Premises without Landlord's prior written consent. Tenant shall not allow any activity which could result in a wire to ground electrical contact or damage to towers or poles; such as, flying kites, model airplanes, driving minibikes, go carts and snowmobiles. If Landlord so requests, Tenant will post signs prohibiting such activities.

9. ALTERATIONS.

A. Generally. Tenant shall not make any alterations, installations, improvements, additions or other physical changes (collectively, the "**Alterations**") in or about the Leased Premises without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any Alterations shall be performed: (i) by Tenant, at Tenant's sole cost and expense (and Landlord shall have no duty or obligation with respect thereto), (ii) pursuant to plans and specifications approved in writing by Landlord (in Landlord's sole discretion), (iii) by contractors and subcontractors approved in writing by Landlord (in Landlord's sole discretion), (iv) in compliance with all Legal Requirements, and (v) in a good and workmanlike manner, free of all liens. Tenant shall, at Tenant's sole cost and expense, obtain any and all permits and approvals necessary for the performance of any Alterations. During the performance of any Alterations, Tenant shall carry, and shall cause its contractors and subcontractors to carry, such insurance as Landlord shall, in its sole discretion, direct. Neither Tenant nor any of Tenant's authorized agents shall, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Leased Premises, or permit any materials to be delivered to or used in the Leased Premises, whether in connection with any Alteration or otherwise, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Leased Premises (or any other property) by Landlord, Tenant or others, or the use and enjoyment of the Leased Premises by Landlord or other tenants or occupants of the Leased Premises. In the event of such interference or conflict, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Leased Premises immediately. At the sole discretion of Landlord, any proposed Alterations shall be subject to a review fee, the amount of which will be determined by Landlord upon receipt of Tenant's request for consent to such Alterations. Such fee shall be due and payable by Tenant within five (5) days from receipt of notice from Landlord of the amount of such review fee and Landlord shall not be required to consider Tenant's request for Landlord's consent to any Alterations until the review fee for such Alterations is paid.

B. Paving, Filling and Planting. Without limiting the generality of the terms and provisions of Subsection 9.A. above, Tenant acknowledges and confirms that any and all grading, leveling, adding or removing soil and/or paving of the Leased Premises (or any portion thereof), and any and all planting, seeding and similar activities (but not seal-coating, filling, grading and compaction, mowing or burning prairie grasses) shall constitute "**Alterations**" for purposes of this Lease, and shall be subject to each and all of the terms and provisions relating thereto. In any event, any and all debris from any Alterations of Tenant shall be promptly removed from the Leased Premises by Tenant. In the event that, in connection with Tenant's Alterations, Tenant elects to fill any low spots on the Leased Premises, only clean fill (defined as not containing debris such as gravel, concrete, tree roots, brick or any contaminants) shall be used prior to the spreading of base fill underlying any paving. No paving or grading work (or similar work) of any kind will be undertaken within a ten (10) foot radius of any tower leg (or similar equipment, improvement or facility) of Landlord. Paving shall be well drained, firm and solid blacktop (or other substance approved in writing by Landlord), and shall be neat and clean in appearance. In addition, and not in lieu of the

foregoing, any such grading, leveling, paving, filling and/or planting or seeding of the Leased Premises shall comply with the terms and provisions of Section 12 below and Landlord's vegetation management practices and procedures. Tenant shall not cause or permit the existing ground grade on the Leased Premises to be increased or decreased in excess of 8 inches without Landlord's prior written consent.

C. Drainage. Tenant covenants and agrees that no Alterations made by Tenant pursuant to this Lease shall cause any surface water drainage problems for Landlord or any adjoining landowners. In the event that any such water drainage problems are caused by Tenant's Alterations, Tenant shall correct such problems immediately at Tenant's sole cost and expense.

D. Fencing and Barriers. Tenant covenants and agrees that, in the event that Tenant installs (or is required (by Landlord or otherwise) to install) any fencing and/or gates in connection with Tenant's Alterations at the Leased Premises (or its use or occupancy of the Leased Premises), Tenant will install, maintain and operate such fences and/or gates in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto and made a part hereof, and any and all other fencing and locking rules, regulations and guidelines which Landlord may deliver to Tenant from time to time prior to or during the Term. Tenant also acknowledges and confirms that, in connection with Landlord's review and/or approval of the plans and specifications for Tenant's Alterations at the Leased Premises (as provided in Subsection 9.A. above), Landlord may require, prior to or at any time during the Term of this Lease, that barriers ("**Barriers**") be installed on the Leased Premises in order to protect Landlord's Facilities and/or other equipment, improvements and facilities of Landlord and other users and occupants of the Leased Premises. Any such Barriers shall be installed, at Landlord's sole option, either: (i) by Tenant, at Tenant's sole cost and expense, in a manner satisfactory to Landlord, or (ii) by Landlord, in which event Tenant shall pay to Landlord, prior to such installation, Landlord's reasonable estimate of the cost of such installation of the Barriers. Any barriers required to be installed hereunder shall be installed, maintained and operated by Tenant in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto, and any and all rules, regulations and guidelines regarding barriers which Landlord may deliver to Tenant from time to time prior to or during the Term.

E. Soil Removal. Tenant hereby agrees that it will not remove any soil from the Leased Premises without the prior written consent of Landlord. Any soil removed from the Leased Premises to which Landlord consents (as provided in the preceding sentence) shall become the property of Tenant and shall be: (i) transported and disposed of by Tenant (at its sole cost and expense) in a manner approved in writing by Landlord and in compliance with all Legal Requirements, and (ii) promptly replaced by Tenant at its sole cost and expense, with clean soil not contaminated with Hazardous Materials (as defined in Section 15 below).

F. Third Party Facilities. Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection reasonably required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

G. Supervision. Landlord shall have the right (but not the obligation) to monitor and observe Tenant's performance of any Alterations at the Leased Premises (or any component thereof) and, in the event that Landlord so elects, Tenant shall reimburse Landlord for any and all costs of such monitoring and observation, together with a charge for Landlord's overhead, as determined by Landlord. In the event that

Landlord elects to monitor or observe any such work, in no event shall Landlord be deemed to have approved or made any representation or warranty regarding the same.

H. Notification. In addition to and not in lieu of, Tenant's other obligations under this Section 9, Tenant also agrees to notify Landlord's Representative, at Telephone Number 866 340-2841, at least seventy two (72) hours prior to the commencement of any Alterations at the Leased Premises.

10. INDEMNITY. To the maximum extent permitted under Legal Requirements, Tenant agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord and Exelon Corporation, a Pennsylvania corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "**Losses**"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "**Claims**"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Tenant or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "**Tenant Group**") at, on or about the Leased Premises, and/or (ii) any breach or violation of this Lease on the part of Tenant, except in each case to the extent that such Claims or Losses are the direct result of negligence and/or willful or wanton conduct by any of the Indemnified Parties. Notwithstanding anything to the contrary in this Lease, such obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive any termination or expiration of this Lease. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors).

11. WAIVER. Any entry onto the Leased Premises by Tenant and, to the extent permitted by law, each and every member of the Tenant Group, shall be at such parties' sole risk, and Landlord makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Leased Premises or the condition of the Leased Premises (including, without limitation, the environmental condition thereof). To the fullest extent permitted by law, Tenant and each member of the Tenant Group hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever releases the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Tenant or any member of the Tenant Group in connection with any entry onto the Leased Premises pursuant to this Lease, except in each case to the extent that such Claims or Losses are the direct result of negligence and/or willful or wanton conduct by any of the Indemnified Parties. Without limiting the generality of the foregoing, in no event shall any of the Indemnified Parties be responsible or liable for any loss, damage, destruction, theft or misappropriation of any of the property of Tenant or any member of the Tenant Group. This Section will survive termination or expiration of the Lease.

12 DIGGING WORK. If Tenant performs any grading, leveling, digging or excavation work on the Leased Premises (which work shall be subject to Landlord's prior written approval), Tenant will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Leased Premises are located in the City of Chicago, or in the event the Leased Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Leased Premises. If Tenant damages any such underground facilities in the course of its

work, Tenant will promptly reimburse Landlord or the owner of such equipment or facilities for any and all expense incurred in repairing or replacing such damage.

13. **CASUALTY.** In the event of any damage to or destruction of the Leased Premises, by fire or other casualty, which materially and adversely affects Tenant's use and enjoyment of the Leased Premises for the purposes specified in this Lease, then either Landlord or Tenant shall have the right, no later than ninety (90) days after such party becomes aware of such damage or destruction, to terminate this Lease upon sixty (60) days' prior written notice to the other. In the event of any damage or destruction which is not so extensive, or in the event that Landlord and Tenant elect not to terminate this Lease pursuant to the preceding sentence, then this Lease shall continue in full force and effect, and Tenant will promptly and diligently, at its sole cost and expense, repair, restore, rebuild and replace the Leased Premises (and all improvements, fixtures, equipment and property thereat) as nearly as possible to the condition they were in immediately prior to such damage or destruction. Any such work shall be done in a manner satisfactory to Landlord, and in accordance with all Legal Requirements and the terms and provisions of this Lease. Landlord shall not be liable or responsible for any loss or damage caused to any property of Tenant or any member of the Tenant Group (including, without limitation, any such loss or damage caused by fire, vandalism or other casualty) at any time during the Term hereof.

14. **CONDEMNATION.** If the Leased Premises, or a substantial part thereof, or a portion which prevents use of the Leased Premises for the purposes specified herein, shall be taken or condemned by any competent authority for any public use or purpose, the Term shall end on the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of any condemnation award or proceeds (it being understood that Landlord shall be entitled to the entire amount of any such award or proceeds, and Tenant shall have no right to share therein). Then current Rent shall be apportioned as of the date of such termination.

15. **ENVIRONMENTAL PROTECTION.**

W. **General.** Tenant covenants and agrees that Tenant shall conduct its operations on the Leased Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Tenant nor any member of the Tenant Group shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Leased Premises. Without limiting any other indemnification obligations of Tenant contained herein, Tenant hereby agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, spilled or released by Tenant, any member of the Tenant Group or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Leased Premises. For purposes of this Lease, the term "**Hazardous Materials**" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. For

EXHIBIT D

Insurance Requirements

(current 2/13/2018)

A. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain, or at the option of Tenant to itself purchase and maintain, at the cost of Tenant or its contractors, a policy or policies of insurance as a member of a self-insurance risk pool or issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, –and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 04)) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars (\$4,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted. Landlord shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that Contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$4,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If any work on the Leased Premises involves or includes Contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Tenant and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Leased Premises. Coverage shall be maintained in an amount of at least five million dollars (\$5,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Landlord shall be included as an additional insured and the policy shall be primary with respect to Landlord as the additional insured.

There shall be furnished to Landlord, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph. Insurance coverage as required herein shall be kept in force until all work has been completed. All policies shall contain a provision that coverages afforded under the policies will not be canceled or material change until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Landlord.

Insurance coverage provided by Tenant and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Landlord; any endorsement limiting coverage available to Landlord which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Landlord for Landlord's own negligence, (ii) limits the duty to defend Landlord under the policy, (iii) provides coverage to Landlord only if Tenant or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Landlord
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause.

Landlord hereby reserves the right to reasonably amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Tenant and/or its contractors.

EXHIBIT E

Additional Requirements

Tenant shall adhere to the following requirements:

1. Tenant shall maintain the Leased Premises and Additional Area to be Maintained (which includes the open grass way area) of the Landlord right of way property.
2. Care must be used when mowing the fields such that no Landlord structures are touched.
3. If lighting and landscaping is required, plans and details must be provided to ComEd for review to ensure safety clearances are not violated.
4. Tenant's facilities on Landlord's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand Landlord's construction traffic.
5. Tenant must not excavate and /or store material or construction equipment within 10 feet of the existing metallic and/or wood structures installed on Landlord property. Tenant shall contact the Overhead Transmission Engineering department with any questions concerning this request.
6. Tenant must use care when working on Landlord property to avoid damage to existing facilities and equipment. The owners of the various pipelines and /or owners of underground facilities shall be contacted by the Tenant to provide any restrictions such as grade cover and/ or specific protection and/or restrictions during any penetration and/or disturbing of the Landlord property and surface.
7. There are existing buried hand holes for the LLR fiber in the area. If these hand holes were paved over during the installation of the bike path it poses a maintenance concern. Slack coils exist in the hand holes for emergency restoration purposes. The cable route should be located to verify the newly installed bike path is not over the cable or hand holes. If it is over the hand holes access to those hand holes needs to be addressed by either rerouting the path or other means. This applies to plan se 05-655 and 06-689.
8. Staging and stockpiling of material during construction must not exceed ten (10) feet in elevation above grade. Construction equipment shall not be placed on the upper-most sections of the stockpiles.
9. Tenant must remove all scrub brush, limbs and/or tree trunks from the Leased Premises. Burning of vegetation, scrub brush, limbs and/or tree trunks is not permitted.
10. Tenant must not plant trees within fifteen (15) feet of existing overhead transmission facilities, distribution structures or other Landlord's Facilities.
11. Tenant shall only plant vegetation and /or trees that will not exceed ten (10) feet in elevation at maturity.
12. Landlord reserves the right to trim vegetation and /or trees and remove any vegetation or trees to (i) assure National Electrical Safety Code (NESC) electrical clearances are met (ii) perform maintenance and/or repairs to Landlord's Facilities.
13. The path shall not meander, but it may curve around existing structures and shall maintain fifteen (15) foot spacing from all existing transmission and wood pole structures.
14. At all path access points, Tenant must post highly visible signs indicating that motorized vehicular use of the path is prohibited. Further, Tenant shall take responsibility to ensure that motorized vehicular use does not occur.
15. The path surface for Tenant's project cannot use aggregate concrete or curbs. A crushed limestone or asphalt surface is acceptable.
16. Tenant's proposed grade change cannot exceed eight (8) inches within the Landlord's property and must ensure that the existing drainage and storm water will not pool on the Leased Premises or adjacent properties.
17. Any damage to Landlord's property caused by Tenant shall be repaired at Tenant's expense.
18. Tenant shall not place obstructions on the Leased Premises that may restrict Landlord's ability to access, operate and maintain existing and future transmission and distribution facilities. Tenant shall not leave trenches open overnight.

19. Due to the presence of Landlord's electrical wires located on the Leased Premises, no vehicles, equipment or anything else having a height more than fourteen (14) feet from grade level including, but not limited to any equipment attached to vehicles or equipment such as antennas, shall be placed, driven, moved or transported thereon. Tenant shall not permit any activity which could result in a wire to ground electrical contact or damage to Landlord's Facilities. Such activities include, but are not limited to flying kites, model airplanes, driving minibikes, go carts and snowmobiles.
20. Tenant shall not leave construction equipment and materials on Leased Premises when there is no work activity actually in progress, including overnight.
21. When working in the vicinity of Landlord's electric distribution/transmission lines during installation, operation, maintenance or otherwise, Tenant shall comply with OSHA requirements of a minimum twenty (20) feet working clearance distance to be maintained between the booms, arms or other parts that can be raised on the equipment of Tenant or Tenant's contractor and Landlord's existing 138,000 and 345,000 volt electric transmission conductors. Under no circumstances shall truck beds be raised underneath Landlord's distribution and /or transmissions lines. This paragraph shall be added to any construction drawings.
22. Tenant acknowledges that the Landlord does use heavy equipment and that Landlord will not be responsible for any damage to the Tenant's facilities that may occur due to the Landlord's right to access Landlord's property to operate and maintain new and existing transmission and distribution facilities.
23. Upon completion of Tenant's project, Tenant must remove any equipment, construction debris and material from Landlord's property and restore any other disturbed areas of the Landlord's property to their pre-construction condition.
24. All applicable environmental permits must be obtained by Tenant at Tenant's sole cost, including, if required, Wetlands and National Pollutant Discharge Elimination System (NPDES) stormwater permits as required under the Clean Water Act as well as any other applicable environmental permits.
25. Tenant shall comply with requirements of all permits, which may include site monitoring, reporting and restoration extending well beyond the construction time period.
26. Tenant shall comply with all applicable regulations including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices.
27. If the project requires excavation of soil on the Leased Premises, such work shall be performed at Tenant's cost with a contractor selected by Landlord.
28. If the project requires additional soil, only clean fill shall be used.
29. No hazardous materials may be stored on Landlord's property including in any vehicle.
30. Pervious materials shall be used in the construction of any paths on the Leased Premises.
31. A high level summary of the project plans shall be provided by Tenant to Landlord for Landlord's review and approval prior to any construction, including the following:
 - A letter that summarizes the results of Tenant's analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, .SESC, threatened and endangered species impacts, etc.)
 - A copy of any required environmental permits
 - A copy of any environmental reports required by the permits
32. Tenant shall, at its expense, pay for all costs associated with any of the above items (consulting, permitting, cleanup, audit, etc.).

Note: The items in red must be submitted to Environmental Service Department for review and approval as indicated. Tenant is responsible for all costs associated with any of the items herein (consulting, permitting, clean-up, etc.).

Lease Requirements

1. The continued use of the subject property is permitted only for prairie restoration/maintenance and the continued maintenance and use of recreation facilities including an asphalt-paved bike path as submitted. No improvements or construction activities are approved with this response. If future assessments indicate a need to perform asphalt resealing, resurfacing, or other maintenance, Tenant is required to submit a construction request to ComEd at that time.
2. It is requested that signage indicating that the recreational use opportunity is in partnership with ComEd and that the signs be installed at multiple locations throughout the walking path. The petitioner can work with the ComEd Communications department to retrieve the proper ComEd logos and/or verbiage.
3. Motorized vehicles are not permitted on the leased property.
4. No construction debris, soil, fill material, or spoils may be stored on ComEd property.
5. No hazardous materials, including petroleum products, may be stored, used, or transferred on ComEd property. No fueling of lawn mowers or similar maintenance equipment is allowed on ComEd property.
6. Tenant will be held responsible for the clean-up of any spills (oil, antifreeze, fuel, etc.) as this could be a potential source of contamination and future liability for ComEd.
7. In the event of a leak/spill on ComEd property, Tenant must notify ComEd within 24 hours and provide a written report within 5 business days.
8. Any damage to ComEd's property caused by the Tenant will be repaired at the Tenant's expense.
9. Tenant is responsible for the maintenance of any onsite stormwater management system at the subject property and will be held responsible for any adverse drainage issues that arise for the duration of the lease. Inlet filters must be placed on all storm sewer manholes on ComEd property and must be properly maintained.
10. Tenant is not permitted to develop the unpaved areas or change the grading of the property without prior authorization from ESD. This includes activities of adding gravel or other fill-in activities to the surface of ComEd property.
11. At lease-end, the site must be returned to its original natural condition, including seeding, as necessary.
However, ComEd has the discretion to allow the property to remain in its improved condition.
12. Tenant must follow all applicable environmental laws and regulations and obtain all required environmental permits.
13. Tenant must follow all federal, state, and local wetlands requirements, including United States Army Corps of Engineers and Lake County regulations and guidelines.
14. Good housekeeping must be maintained at all times on the leased ComEd property.
15. Tenant must assume responsibility for all maintenance of the leased ComEd property. This includes keeping the entire property free of garbage, debris, and any third-party dumping. If third-party dumping occurs on or around the leased premises, Tenant must notify ComEd immediately or be held responsible for cleanup of any illegally dumped materials.

Prairie Restoration Requirements

16. Tenant is required to provide a .kmz file of the natural prairie habitat restoration.
17. The Tenant is responsible for the protection of the subject property from the encroachment and damage of adverse activities and/or from land use practices that may threaten or cause damage to the natural resources at the site.
18. Tenant is required to restore the entire width of the leased ComEd ROW to native prairie landscaping, Class B standard, using "ComEd Prairie Standardization Plan" (October 2012 FINAL standard attached as reference), with the exception of any land directly adjacent to the path that will be mowed or otherwise maintained for safety or other similar purposes.
19. Tenant is required to maintain the subject property as a prairie for the term of the lease.

20. ComEd maintains the right to allowable greenhouse gas credits for the restored prairie on our property.
21. ComEd requests that the Tenant completes a prairie site assessment using a ComEd environmental Contractor of Choice (COC) every five years to document the quality of the site by a qualified prairie consultant. **Petitioner must provide documentation of this assessment to ESD.**
22. Tenant must maintain correspondence with ComEd ESD of project development and the condition of the prairie over time.
23. **Tenant must submit annual management plans to ESD for review and approval.**
24. **Prescribed prairie burns must be submitted to ESD for review and approval with a notice of 90 days. Prescribed prairie burns must be completed by a ComEd COC and paid for by the Tenant.**

purposes hereof, the term “**Environmental Laws**” shall mean all federal, provincial, state and local environmental laws, statutes, ordinances, regulations and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

B. Wetlands. If there are wetlands on the Leased Premises, or if wetlands should develop on the Leased Premises during the Term, Tenant shall strictly comply with and observe all applicable Environmental Laws. At Landlord’s request, Tenant shall, at Tenant’s sole cost, furnish Landlord with a survey of the Leased Premises delineating any wetland areas located on the Leased Premises. Under no circumstances shall Tenant change the physical characteristics of any wetland areas located on the Leased Premises, or any other adjoining land or place any fill material on any portion of the Leased Premises, or any adjoining land, without in each instance obtaining Landlord’s prior written consent (which may be granted or withheld in Landlord’s sole discretion), and only then in compliance with applicable Environmental Laws.

C. Notice of Violation/Release. Tenant shall provide Landlord with prompt written notice upon Tenant’s obtaining knowledge of the existence of any Hazardous Materials on, in or under the Leased Premises in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Materials affecting the Leased Premises.

D. Survival. This Section shall survive the expiration or other termination or expiration of the Lease.

16. INSURANCE. Tenant shall comply with the insurance provisions contained in Exhibit D attached hereto and made a part hereof.

17. ZONING. Tenant hereby acknowledges that Landlord has made no representations that the Leased Premises may be used or is properly zoned for the Permitted Use, and Tenant further agrees that it will (at its sole cost and expense) obtain all necessary permits and other approvals prior to undertaking the Permitted Use. Tenant assumes all obligations and responsibilities for compliance with all Legal Requirements including, without limitation, all applicable zoning laws and ordinances, building codes and governmental regulations. This Lease is not preconditioned on Tenant obtaining any zoning or use permits or approval. This Lease does not constitute the authority to seek a zoning change to permit the Permitted Use, and in no event shall Tenant seek or apply for any such zoning change to the Leased Premises without Landlord’s prior written consent, which consent may be given or withheld in Landlord’s sole and absolute discretion.

18. NO SIGNS. Tenant shall not place or permit to be placed by any person or entity (other than Landlord) on the Leased Premises any signs or billboards (including, without limitation, any advertising signs or billboards) without the prior written approval of Landlord, which approval Landlord may give or

withhold in Landlord's sole and absolute discretion. Tenant may place signs on the Specified Area without the consent of Landlord relating solely to safety and directional matters involving the Permitted Use. Tenant agrees to place a sign in a visible area within the Specified Area that contains an acknowledgment of Landlord's assistance and cooperation with the Tenant with respect to the Permitted Use, all in a manner and form reasonably acceptable to Landlord.

19. **DAMAGE TO LANDLORD'S FACILITIES.** Tenant agrees that in the event any work done by or on behalf of the Tenant on the Leased Premises causes damage to Landlord's Facilities, Tenant will promptly reimburse Landlord for any and all expense incurred for the repairing or replacement of such damage, within thirty (30) days, after presentation to Tenant of Landlord's statement therefor.

20. **DEFAULT.**

A. The occurrence of any of the following shall be considered a "Default":

(W) Tenant shall at any time fail to make any payment of Rent (or any portion thereof) or any other payments required of Tenant hereunder when required, and such failure continues for a period of more than ten (10) days (without necessity of any notice or demand therefor); or

(ii) Tenant shall breach or violate any of its duties or obligations set forth in Section 7 (Surrender of Leased Premises; Restoration), Section 8 (Compliance with Laws), Section 16 (Insurance), Section 22 (Covenants Against Liens), Section 23 (Assignment and Subletting) or Section 30 (Subordination; Estoppel) of this Lease; or

(iii) Tenant shall at any time be in default of any other covenants and conditions of this Lease to be kept, observed and performed by Tenant, which and such default continues for more than thirty (30) days (or such shorter time period as may specifically be set forth in this Lease) after notice from Landlord; or

(iv) this Lease or Tenant's interest therein, or any interest in Tenant, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Tenant, or any of Tenant's property in the Leased Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or

(v) a receiver, assignee or trustee shall be appointed for Tenant or Tenant's property or if the Tenant shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Tenant; or

(vi) Landlord shall receive notice of any alleged violation of any Legal Requirements resulting from or in any way connected with Tenant's use of the Leased Premises and such violation is not cured (and all liabilities connected therewith fully satisfied) by Tenant prior to the earlier of (a) the last day of the period permitted by law for curing such violation or (b) the first date Landlord becomes subject to any fine, penalty, lien, judgment, order or other liability due to the continued existence of such violation; or

(vii) Tenant shall abandon the Leased Premises or vacate same during the Term hereof.

B. If a Default occurs, Landlord may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Landlord may be entitled under this Lease, at law or in equity):

(i) At its option, at once, without notice to Tenant or to any other person, terminate this Lease and at its option, require payment in full of the Rent due for the unexpired term of the Lease;

(ii) Enter into the Leased Premises, and remove Tenant's property and effects therefrom, and/or take and hold possession thereof, without such entry and/or possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations to pay Rent and perform all its other obligations hereunder for the full Term, and to relet the Leased Premises or any part or parts thereof, either in the name of for the account of Landlord or Tenant, for such Rent and for such term and terms as Landlord may see fit, which term may at Landlord's option extend beyond the balance of the Term of this Lease. Except to the extent required under applicable Legal Requirements, Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by the Tenant about such reletting. In any case, Landlord may make such repairs, alterations and additions in or to the Leased Premises as it sees fit. Tenant shall pay Landlord any deficiency between the Rent hereby reserved and covenanted to be paid and the net amount of the rents collected on such reletting, for the balance of the Term of this Lease, as well as any expenses incurred by Landlord in such reletting, including, but not limited to attorney's fees, broker fees, the expenses of repairing, altering the Leased Premises, and otherwise preparing the same for re-rental. All such costs, other than the rental, shall be paid by Tenant upon demand by Landlord. Any deficiency in rental amounts shall be paid in monthly installments, upon statements rendered by Landlord to Tenant, unless Landlord has declared the entire Rent for the balance of the Term due, as elsewhere in this Lease provided. Any suit brought to collect the amount of the deficiency for any one or more months' Rent shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent month's Rent;

(iii) Require that upon any termination of this Lease, whether by lapse of time, the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, the Tenant shall at once surrender possession of the Leased Premises to the Landlord and immediately vacate the same and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Leased Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary without being deemed guilty of trespass, eviction or forcible entry, without thereby waiving Landlord's rights to Rent or any other rights given Landlord under this Lease or at law or in equity;

(iv) Remove, at its option if the Tenant shall not remove all effects from the Leased Premises in this Lease as provided, any or all of such effects in any manner that Landlord shall choose and store the same without liability for loss thereof, and Tenant will pay Landlord, upon demand, any and all expenses incurred in such removal and also storage of said effects for any length of time during which the same shall be in Landlord's possession or in storage, or Landlord may at its option, without notice, sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to Landlord, including the expenses of removal and sale;

(v) Collect from Tenant any other loss or damage Landlord may sustain by reason of any breach (including, without limitation, the unamortized portion of any brokerage fee or commission paid by or on behalf of Landlord to any broker or finder with respect to this Lease) and any diminished value of the Leased Premises resulting from said breach;

(vi) Enjoin any such breach of this Lease by Tenant; and/or

(vii) Take any and all corrective actions Landlord deems necessary or appropriate to cure the default of Tenant in question and charge the cost thereof to Tenant, together with (i) interest at the Default Rate, and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred Landlord in administering such cure, such payment to be made by Tenant upon Landlord's presentment and demand therefor.

C. Except as specifically provided in this Section Tenant expressly waives the service of any notice of intention to terminate this Lease or to terminate Tenant's right of possession of the Leased Premises or to re-enter the Leased Premises and waives the service of any demand for payment of Rent or for possession and waives the service of any and every other notice or demand prescribed by any statute, law or ordinance and agrees that the simple breach of any of the covenants of this Lease (beyond any applicable notice and cure periods) shall, of itself, without the service of any additional notice or demand whatsoever, at Landlord's option, constitute a default on the part of Tenant. No receipt of monies by the Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased Premises after termination in any way of this Lease or after the giving of any notice, shall reinstate, constitute or extend the Term of this Lease or affect any notice given to the Tenant prior to the receipt of such money, it being agreed that after the service of notice of the commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any Rent or other amounts due Landlord and such payment not waive or affect said notice, said suit, or said judgment.

D. Any and all rights and remedies which Landlord may have under this Lease at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time.

E. If Landlord is required to incur expense, legal, incidental, or consequential, because of the breach of this Lease by Tenant, the Tenant shall promptly reimburse Landlord for such expense upon being given a written itemization and explanation thereof. In the event of commencing a court action as a result of any breach, it is agreed that such expenses are to be considered a part of the damages claimed in said action and any expense incurred in prosecuting that action shall be included. It is agreed that the term "expenses" as used herein shall include, but not be limited to, attorney's fees, court costs, district justice costs, and any and all other costs and expenses reasonably related to such breach.

F. The failure of Landlord to enforce rights under this Lease on one or numerous occasions shall not affect the Landlord's ability to enforce that right on any subsequent occasion or occasions.

G. Upon the occurrence of a Default or any breach or default under this Lease by Tenant, Tenant shall be liable for and shall reimburse Landlord upon demand for all reasonable attorney's fees and costs incurred by Landlord in enforcing Tenant's obligations under this Lease, whether or not Landlord files legal proceedings in connection therewith.

H. In the event that a Default shall occur and Landlord elects to terminate this Lease, or upon expiration of this Lease, Tenant shall not be relieved of its duties or obligations under this Lease so long as Tenant or any of Tenant's property remains on the Leased Premises. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

I. In the event of a threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall (without limiting any of Landlord's other rights or remedies hereunder, at law or in equity) have the right to enjoin any such threatened breach.

21. LIMITATION ON LIABILITY. It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements continued in this Lease are made or intended as personal covenants, undertakings or agreements by Landlord or any entity which is affiliated with Landlord its parent or subsidiaries. Tenant specifically agrees to look solely to Landlord's interest in the Leased Premises for the recovery of any sums, damages, awards or judgments from Landlord. It is agreed that neither Landlord, nor any entity which is affiliated with Landlord (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, venturers, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Lease.

22. COVENANTS AGAINST LIENS. Tenant hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Leased Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Tenant or any member of the Tenant Group or otherwise. In the event any such lien or claim for lien is filed, Tenant will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Landlord, Landlord, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Tenant that Landlord shall have no duty to investigate the validity thereof), and Tenant shall promptly upon notice thereof reimburse Landlord for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Landlord in connection with such lien or claim of lien. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liens or claims for lien arising out of or in any way connected with Tenant's use and occupancy of the Leased Premises. Any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

23. ASSIGNMENT AND SUBLETTING. Tenant shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Lease (or any interest of Tenant herein), whether by operation of law or otherwise, and shall not sublet (or underlet), or permit, or suffer the Leased Premises or any part thereof to be used or occupied by others, without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Tenant in contravention of the provisions of this Section shall be void. For purposes of this Lease any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Tenant shall constitute an assignment of this Lease, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Tenant shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Tenant, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Tenant, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

24. TERMINATION. Prior to the end of the Term, this Lease may be terminated at any time by either of the parties hereto by giving ninety (90) days prior written notice to the other party of such termination. This Lease may also be terminated by Landlord, if Landlord is required to do so by a regulatory body, by a court of competent jurisdiction or Legal Requirements. In the event this Lease is terminated for any reason, any Rent paid in advance shall be prorated to the effective date of such termination and the unearned portion thereof refunded to Tenant.

25. LANDLORD'S RIGHTS. The rights of the Landlord to utilize the Leased Premises in its utility business, at all times, will be and remain paramount to the rights herein granted to Tenant by Landlord and nothing stated herein is to be construed as restricting Landlord from granting rights to other parties or persons in, upon or under the Leased Premises. Without limiting the generality of the foregoing, the parties specifically refer to rights relating to sewers, water pipes and mains, drainage tiles and pipes, gas main and pipelines and other associated uses. In addition, Landlord shall have the right to enter upon the Leased Premises at any time and from time to time during the Term to (a) show the same to prospective tenants, mortgagees and/or purchasers, and to place "For Rent" and/or "For Sale" signs thereon and (b) to conduct any and all vegetation management in, on, or about the Leased Premises in accordance with Landlord's then current vegetation management practices and procedures.

26. RIGHT OF ENTRY.

A. Tenant agrees that Landlord and Landlord's agents, representatives, employees, contractors, licensees, invitees, tenants, successors and assigns (collectively, "**Landlord Parties**"), shall have the right to enter the Leased Premises at any time Landlord deems necessary, to alter, modify, augment, supplement, improve, upgrade, use, operate, repair, replace, install, construct, maintain or protect Landlord's Facilities and to conduct vegetation management activities, including the right to cut down, trim and remove any trees, brush or other vegetation that interferes with or potentially interferes with Landlord's Facilities on the Leased Premises as Landlord deems necessary in its sole discretion. Tenant shall not plant any trees or other vegetation on the Leased Premises without the prior written consent of Landlord which it may withhold in its sole discretion. Landlord has the right to require Tenant to remove and relocate any paving, improvements or property owned or used by Tenant at the Leased Premises, in connection with the use, operation, maintenance, repair, installation and/or removal of Landlord's Facilities by any Landlord Party, and/or or in connection with any other use (present or future) of the Leased Premises by the Landlord Parties, all of which removal and relocation shall be at Tenant's sole cost and expense. In the event that Tenant fails to remove and/or relocate any such paving, improvements or property upon notice from Landlord, then Landlord shall have the right (but not the obligation) to remove such paving, improvements or property on Tenant's behalf, and at Tenant's cost, and Tenant shall promptly reimburse Landlord for any costs and expenses paid or incurred by Landlord in connection therewith. Tenant agrees that it will cooperate with Landlord in connection with any entry on, and work at, the Leased Premises by the Landlord Parties, and shall coordinate Tenant's use of the Leased Premises with any use of the Leased Premises by any of the Landlord Parties, including but not limited to vegetation management. Landlord shall not in any event be liable for inconvenience, disruption, disturbance, loss of business or other damage to Tenant by reason of any entry on, or work at, the Leased Premises by any Landlord Party, or on account of bringing materials, supplies, and equipment into or through the Leased Premises. Tenant understands that the business of the Landlord involves, among other things, the construction, installation, maintenance, operation, and use of Landlord's Facilities now or which may hereafter be erected or installed upon, along, on, over, across or under the Leased Premises, or property adjacent thereto, which are used or useful in connection with the generation, conversion, transmission or distribution of electricity and gas and communications services. Tenant covenants and agrees (as a specific condition of this Lease) that Tenant and each member of the Tenant Group will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of the Landlord's Facilities, nor damage, destroy, interfere with, obstruct or otherwise adversely affect, Landlord's Facilities.

B. Landlord and its representatives may enter the Leased Premises at all reasonable times for the purpose of inspecting the Leased Premises, or to show the Leased Premises to prospective purchasers, investors, encumbrancers, or tenants. In the case of an emergency, Landlord or its agents may enter the Leased Premises without prior notice, and may enter forcibly, without liability

to Tenant, and without affecting this Lease. During the final twelve (12) months of the Term, Landlord may place customary "For Sale" or "For Lease" signs on the Leased Premises

27. LANDLORD'S RIGHT TO TRANSFER. This Lease shall not in any manner or to any extent limit or restrict the right of Landlord to use or dispose of the Leased Premises as Landlord may in its discretion desire, subject to rights of Tenant hereunder. Landlord shall have the right, without notice to or consent from Tenant, to assign this Lease to any person or entity that succeeds (directly, indirectly or by operation of law) to any of Landlord's right, title or interest in or to the Leased Premises.

28. TENANT'S PROPERTY. It is expressly understood and agreed that all equipment and other personal property that Tenant may install upon the Leased Premises during the Term shall remain the property of Tenant and shall be removed by Tenant (as set forth in Section 7 hereof), at its sole cost and expense, at the expiration of the term of this Lease or at any time prior thereto.

29. HOLDING OVER. Tenant shall have no right to remain in possession of all or any part of the Leased Premises after the expiration of the Term. In the event that Tenant remains in possession of all or any part of the Leased Premises after the expiration or earlier termination of the Term, at Landlord's option (exercised by giving Tenant written notice): (a) such tenancy shall be deemed to be either (at Landlord's sole option) a periodic tenancy from month-to-month only, or a tenancy at sufferance terminable at will by Landlord; (b) such tenancy shall not, unless Landlord otherwise elects (as set forth above), constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In the event Tenant remains in possession after the expiration or earlier termination of the Term, then: (i) Landlord shall have the right to charge Tenant a monthly Base Rent equal to Landlord's estimate (as determined by Landlord in its sole discretion) of two hundred percent (200%) of the fair market monthly rental value of the Leased Premises, and any other sums due under this Lease shall be payable in the amount and at the times specified in this Lease, and (ii) Tenant agrees to the extent permitted by law to indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold the Indemnified Parties harmless from and against any and all Losses and Claims sustained, incurred and/or brought against any of the Indemnified Parties by reason of such retention of possession of the Leased Premises (which may include, without limitation, any Claims made by any actual or prospective subsequent lessee or other user or occupant of the Leased Premises or any portion thereof). Any such month-to-month tenancy or tenancy at sufferance shall be subject to every other term, condition, and covenant contained in this Lease.

30. SUBORDINATION; ESTOPPEL.

W. This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of any mortgage now or hereafter existing against all or any portion of the Leased Premises. Tenant acknowledges that its title is and always shall be subordinate to the title of the owner of the Leased Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the owner of the Leased Premises. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument that Landlord or any mortgagee of Landlord may request to evidence such subordination no later than ten (10) business days after Landlord's request therefor. If any mortgagee of Landlord (or its successors or assigns), or any other person or entity, shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights ("**Successor**

Landlord") and upon Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize Successor Landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment.

B. Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than ten (10) days' prior notice, to execute and deliver to Landlord a written statement executed and acknowledged by Tenant, (a) stating that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the Base Rent, (c) setting forth the date to which the Rent has been paid, (d) stating whether or not, to the best knowledge of the Tenant, Landlord is in default under this Lease, and if so, setting forth the specific nature of all such default, (e) stating whether there are any subleases affecting the Leased Premises, (f) stating the address of Tenant to which all notices and communication under the Lease shall be sent, and the Commencement Date, and (g) containing any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this paragraph may be relied upon by others with whom Landlord may be dealing, including any purchaser or owner of the Leased Premises, or of Landlord's interest in the Leased Premises or any lender or mortgagee of Landlord. If Tenant fails to execute and return such written statement to Landlord within such ten (10) day period, such failure shall constitute Tenant's agreement as to the accuracy of the information contained in the written statement submitted to Tenant by Landlord.

31. MISCELLANEOUS.

W. A. Illinois Commerce Commission Approval. Landlord and Tenant acknowledge that Landlord is a public utility regulated by the Illinois Commerce Commission ("**Commission**") and other governmental authorities, and this Lease and the obligations of the parties hereto are subject to all Legal Requirements applicable to Landlord as a public utility. Although it is not expected that the Commission's or other governmental authorities' approval will be required for this Lease, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authorities' approval of this Lease, under any circumstances in which such approval is required. It is further agreed and understood that this Lease may be terminated by Landlord immediately at any time in the event that Landlord is required to do so by the Commission or some other governmental authority. B. Notices. Whenever notice is required to be given pursuant to this Lease, the same shall be either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Landlord:

Commonwealth Edison Company
Three Lincoln Centre 4th Floor
Oakbrook Terrace, IL 60181
Attn: Real Estate Asset Management

with a copy to:

Exelon Business Services Company, LLC
Law Department

10 South Dearborn Street, 49th Floor
Chicago, Illinois 60603
Attn: Assistant General Counsel – Real Estate

If to Tenant:
PROSPECT HEIGHTS PARK DISTRICT
110 WEST CAMP MCDONALD RD.
PROSPECT HEIGHTS Illinois 60070
Attn: EXECUTIVE DIRECTOR

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Lease, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

C. Prohibition on Recording. To the maximum extent permitted under Legal Requirements, Tenant agrees not to record this Lease. This Section will survive the termination or expiration of this Lease.

D. Waiver of Jury Trial. Landlord and Tenant, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, or any other claims, and any emergency statutory or any other statutory remedy.

E. Captions. The section headings appearing in this Lease are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

F. Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, assigns, executors, administrators, successors and permitted assigns. In the event that Tenant is comprised of more than one individual or entity, the obligations of such individuals or entities under this Lease shall be joint and several.

G. Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Leased Premises.

H. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Lease.

I. No Waiver. The failure of either party to enforce at any time any provision of this Lease shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Lease or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Lease shall be held to constitute a waiver of any other or subsequent breach.

J. No Third Party Beneficiaries. Landlord and Tenant agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Lease nor any of the rights and privileges conferred herein.

K. Governing Law. The terms and provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Lease (each a “**Proceeding**”), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) in the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

L. Counterparts. This Lease may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

M. Subordinate. This Lease, and all of Tenant’s rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Leased Premises (or title thereto) dated prior to the date of this Lease.

N. Severability. If any term, provision or condition in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

O. Time of the Essence. Time is of the essence of this Lease, and each and every term and provision hereof.

P. No Partnership. None of the terms or provisions of this Lease shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Lease cause them to be considered joint venturers or members of any joint enterprise.

Q. Not an Employee. By signing this Lease, Tenant affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, nor any of their respective parents, subsidiaries or affiliates, nor does Tenant have any affiliated interest in any such entities.

R. No Oral Change. This Lease cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

S. Tenant’s Authority. Tenant represents and warrants that it has full right, power and authority to execute and deliver this Lease, and to perform each and all of its duties and obligations hereunder. If Landlord so requests, Tenant shall provide Landlord with reasonable written evidence of such right, power and authority.

T. Termination of Lease Based Upon Change In Law. If any Legal Requirement is enacted or modified during the Term, and such enactment or modification places any additional material burden on

Landlord (as determined by Landlord) as a result of Tenant's use or occupancy of the Leased Premises for any purpose, or if the use of the Leased Premises by Tenant would violate any Legal Requirements hereinafter enacted or modified, then (without limiting any other rights or remedies of Landlord hereunder) Landlord shall have the right to terminate this lease effective as of the effective date of such Legal Requirement is so enacted or modified.

U. Negotiated. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

V. Brokers. Tenant represents and warrants to Landlord that Tenant has dealt with no broker, finder or similar person or entity in connection with this Lease, or Tenant's use or occupancy of the Leased Premises. Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from and against any and all Claims and Losses brought against, sustained or incurred by Landlord by reason of Tenant's breach of the foregoing representation and warranty.

W. Tenant's Authority to Act. This Lease shall be executed for and on behalf of the Tenant pursuant to an Ordinance adopted by the Board of Commissioners of Tenant, at a regular meeting held JUNE 27, 2023, and signed by the President and attested by the Board Secretary.

X. Confidentiality. Tenant acknowledges and agrees that the terms and conditions of this Lease, including, without limitation, the Rent, and all other books, records, documents, files and other information, whether computerized, written or oral, pertaining to Landlord, Landlord's affiliates or the Leased Premises which was or shall be provided to Tenant from the negotiations of this Lease throughout the term of the Lease (collectively, "**Confidential Information**") is nonpublic, confidential or proprietary relating to Landlord, its business operations and the Leases Premises, and that Landlord would be irreparably damaged if Tenant's confidential knowledge of such information were disclosed to or utilized on behalf of any other person, firm, corporation or any other tenant of Landlord. Tenant agrees that any Confidential Information provided to Tenant is, and shall remain, property owned by Landlord, and Tenant shall have no right in or to such information other than to use the Confidential Information for the purposes set forth in the Lease. Tenant agrees to keep confidential and agrees to cause its respective employees, associates, agents, attorneys and advisors to keep confidential any and all of Confidential Information. **[OPTIONAL: Landlord acknowledges that Tenant is a municipal corporation, and information is permitted to be disclosed at a public meeting but only to the extent law requires such disclosure.]**

Y. Additional Requirements. Tenant shall comply the Additional Requirements listed on Exhibit E attached hereto and made a part hereof.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

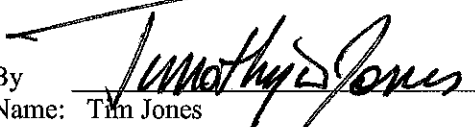
LANDLORD:

COMMONWEALTH EDISON COMPANY

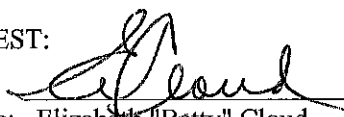
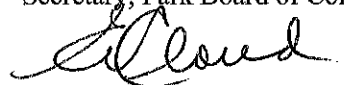
By: _____
Name: Wanda Anderson
Its: Senior Manager, Real Estate and Facilities

TENANT:

PROSPECT HEIGHTS PARK DISTRICT

By: 
Name: Tim Jones
Title: President, Park Board of Commissioners

ATTEST:

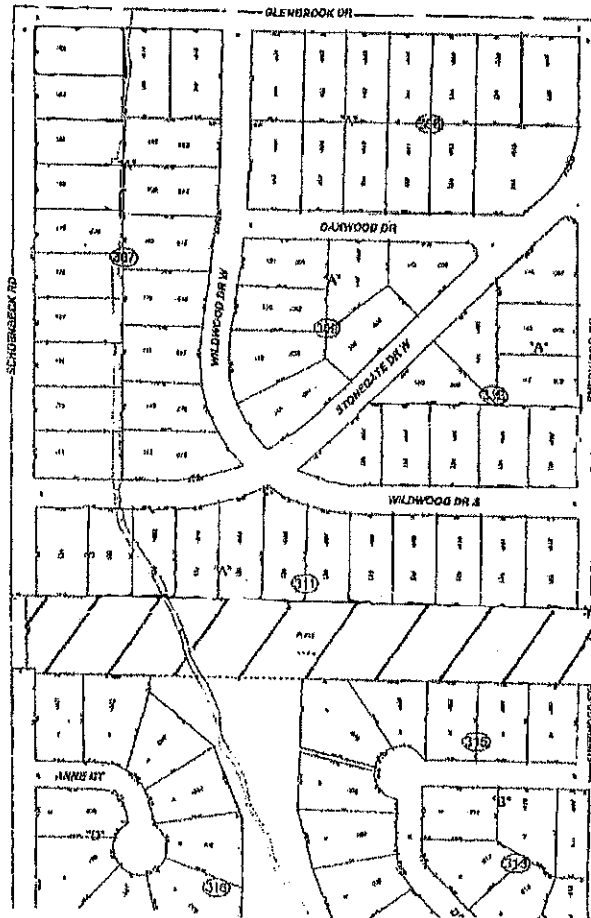
By: 
Name: Elizabeth "Betty" Cloud
Title: Secretary, Park Board of Commissioners


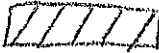
EXHIBITS

- A Leased Premises
- B [Base Rent Schedule]
- C-1 & C-2 Fencing and Barrier Requirements
- D Insurance Requirements
- E Additional Requirements

EXHIBIT A - |

Leased Premises



LEASED PREMISES 

CONTRACT NUMBER: 106752

R/W Name: PROSPECT HEIGHTS - PALATINE

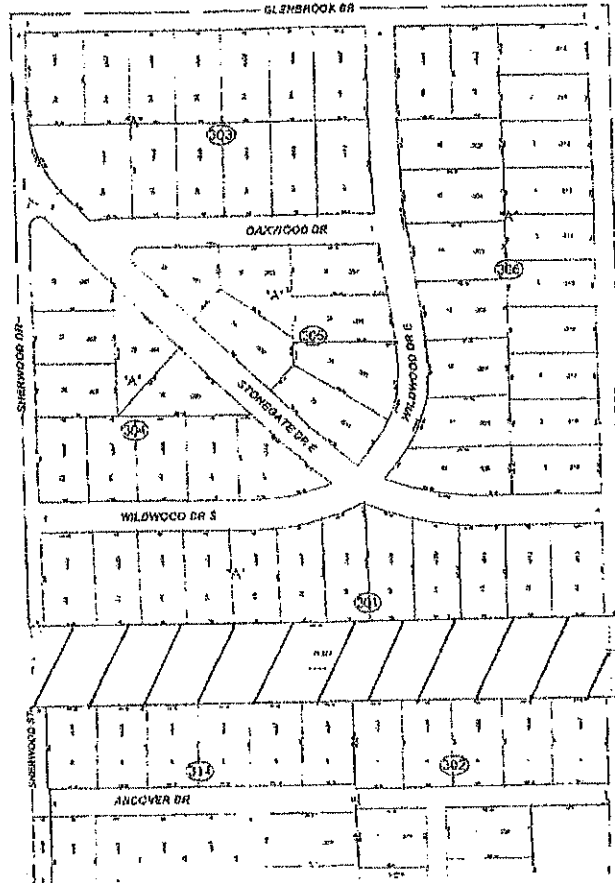
R/W Name: PROSPECT HEIGHTS TSS I17

R/W Name: DES PLAINES - WAUKEGAN

PARCELS: T268-1, T268-2, T268-3, T32-301, T32-302, T32-303, T99-24 - T99-33

EXHIBIT A - 2

Leased Premises



LEASED PREMISES

CONTRACT NUMBER: 106752

R/W Name: PROSPECT HEIGHTS - PALATINE

R/W Name: PROSPECT HEIGHTS TSS 117

R/W Name: DES PLAINES - WAUKEGAN

PARCELS: T268-1, T268-2, T268-3, T32-301, T32-302, T32-303, T99-24 - T99-33
NW 1/4 SECTION 12, TOWNSHIP 44N, RANGE 10E

OF THE THIRD PRINCIPAL MERIDIAN

COOK COUNTY - WHEELING, ILLINOIS

COMED REGION NORTH

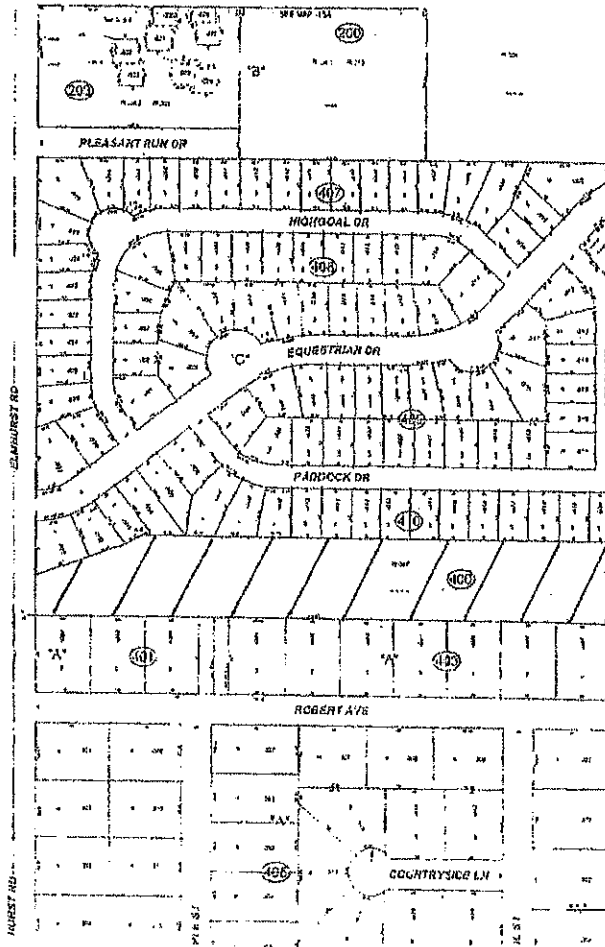
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03-15-302-024, 03-15-307-020, 03-15-311-013, 03-15-400-007, 03-23-101-003,

03-23-200-009, 03-23-401-003, 03-26-201-045, 03-26-201-046

EXHIBIT A -3

Leased Premises



LEASED PREMISES 

CONTRACT NUMBER: 106752

R/W Name: PROSPECT HEIGHTS - PALATINE

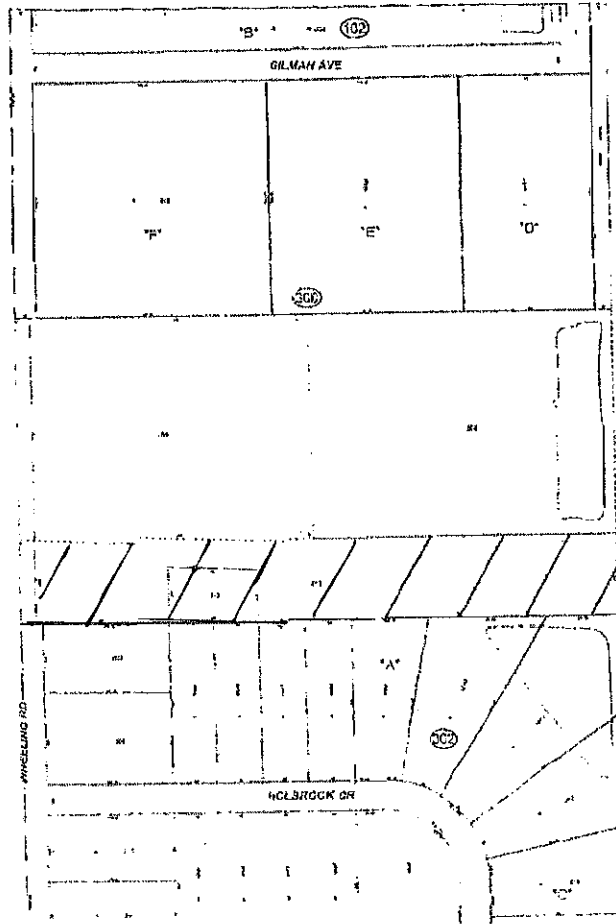
R/W Name: PROSPECT HEIGHTS TSS 117

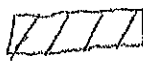
R/W Name: DES PLAINES - WAUKEGAN

PARCELS: T268-1, T268-2, T268-3, T32-301, T32-302, T32-303, T99-24 - T99-33

EXHIBIT A - 4

Leased Premises



LEASED PREMISES 

CONTRACT NUMBER: 106752

R /W Name: PROSPECT HEIGHTS - PALATINE

R /W Name: PROSPECT HEIGHTS TSS 117

R /W Name: DES PLAINES - WAUKEGAN

PARCELS: T268-1, T268-2, T268-3, T32-301, T32-302, T32-303, T99-24 - T99-33

NW 1 /4 SECTION 12, TOWNSHIP 44N, RANGE 10E

OF THE THIRD PRINCIPAL MERIDIAN

COOK COUNTY - WHEELING, ILLINOIS

COMED REGION NORTH

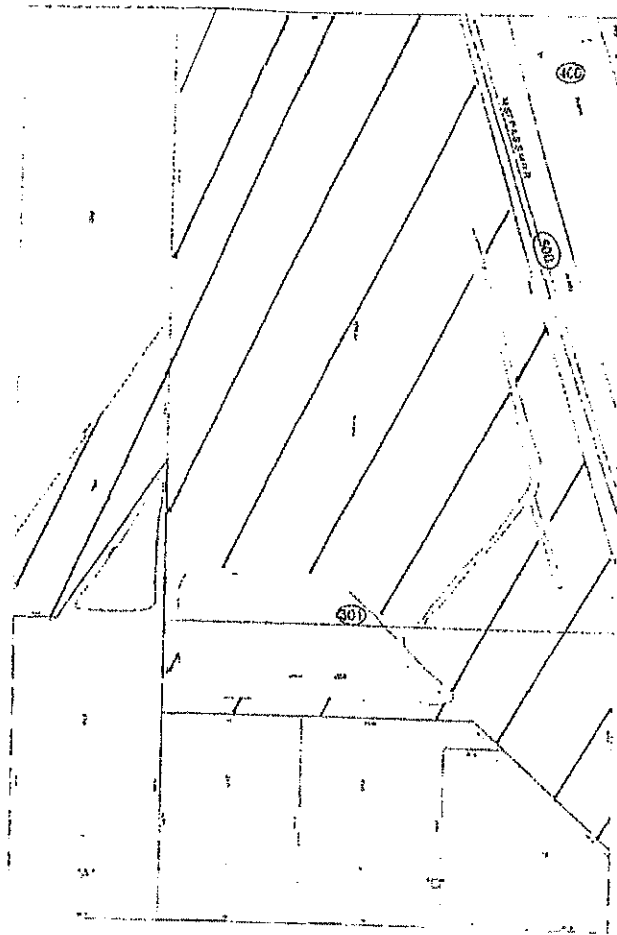
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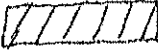
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03-26-201-045, 03-26-201-046

EXHIBIT A - 5

Leased Premises



LEASED PREMISES 

CONTRACT NUMBER: 106752

R/W Name: PROSPECT HEIGHTS - PALATINE

R/W Name: PROSPECT HEIGHTS TSS 117

R/W Name: DES PLAINES - WAUKEGAN

PARCELS: T268-1, T268-2, T268-3, T32-301, T32-302, T32-303, T99-24 - T99-33

NW 1/4 SECTION 12, TOWNSHIP 44N, RANGE 10E

OF THE THIRD PRINCIPAL MERIDIAN

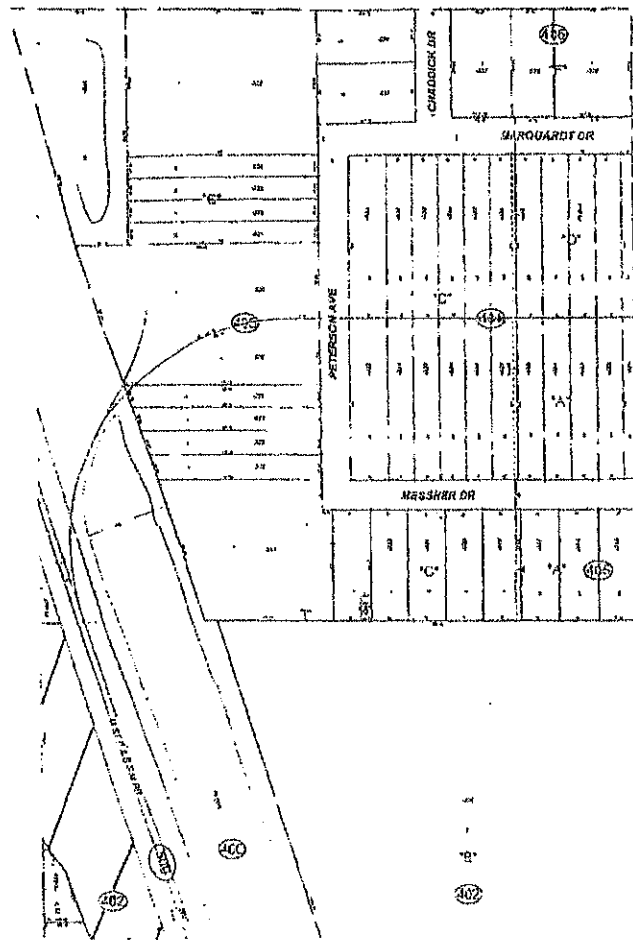
COOK COUNTY - WHEELING, ILLINOIS


COMED REGION NORTH

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03-15-307-020, 03-15-311-013, 03-15-400-007, 03-23-101-003, 03-23-200-009, 03-23-401-003,
03-26-201-045, 03-26-201-046

EXHIBIT A - 6

Leased Premises



LEASED PREMISES 

CONTRACT NUMBER 106752

RAW Name PROSPECT HEIGHTS - PALATINE

RAW Name PROSPECT HEIGHTS TSS 117

RAW Name DES PLAINES - WAUKEGAN

PARCELS T268-1, T268-2, T268-3, T32-301, T32-302, T32-303, T99-24 - T99-33

NW 1/4 SECTION 12, TOWNSHIP 44N, RANGE 10E

OF THE THIRD PRINCIPAL MERIDIAN

COOK COUNTY - WHEELING, ILLINOIS

COMED REGION NORTH

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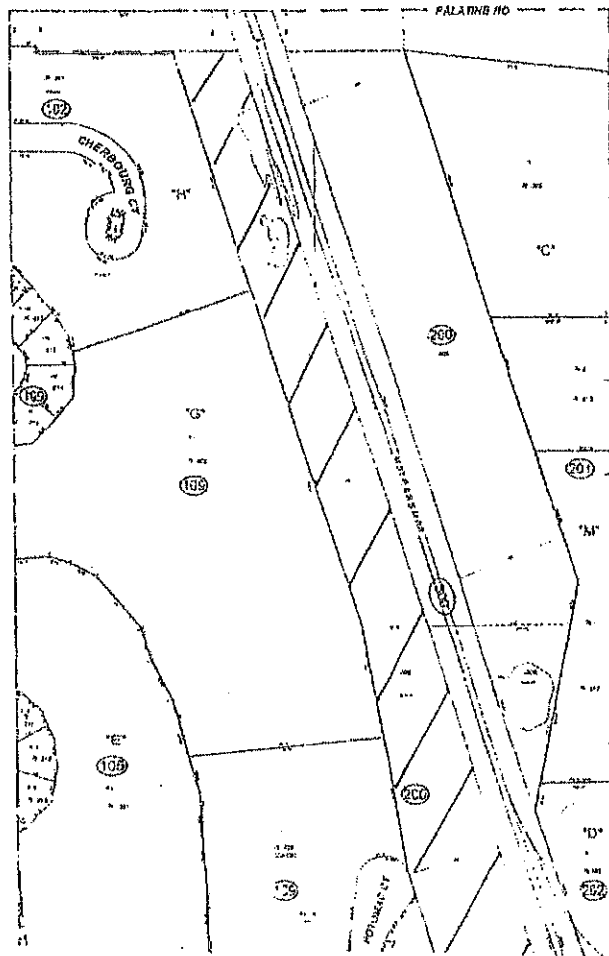
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03-23-401-003,

03-26-201-045, 03-26-201-046

EXHIBIT A - 7

Leased Premises



LEASED PREMISES 

CONTRACT NUMBER: 106752

R/W Name: PROSPECT HEIGHTS - PALATINE

R/W Name: PROSPECT HEIGHTS TSS 117

R/W Name: DES PLAINES - WAUKEGAN

PARCELS: T268-1, T268-2, T268-3, T32-301, T32-302, T32-303, T99-24 - T99-33

NW 1/4 SECTION 12, TOWNSHIP 44N, RANGE 10E

OF THE THIRD PRINCIPAL MERIDIAN

COOK COUNTY - WHEELING, ILLINOIS

COMED REGION NORTH

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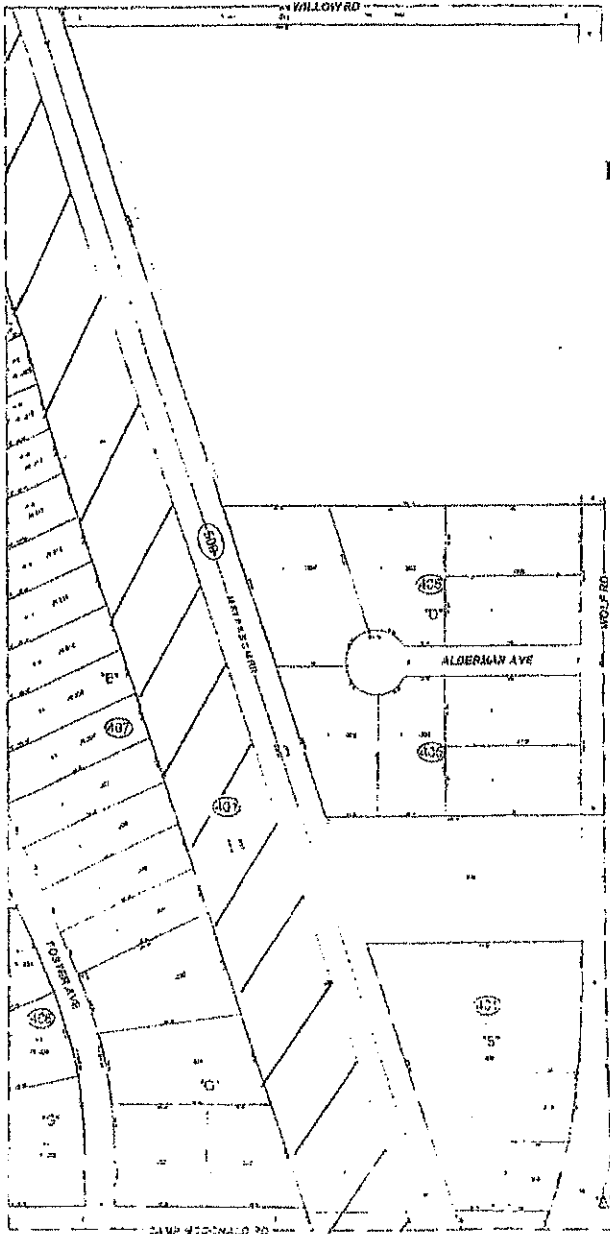
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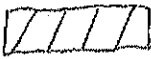
03-23-401-003,

03-26-201-045, 03-26-201-046

EXHIBIT A - 8

Leased Premises



LEASED PREMISES 

CONTRACT NUMBER: 106752

R/W Name: PROSPECT HEIGHTS - PALATINE

R/W Name: PROSPECT HEIGHTS TSS 117

R/W Name: DES PLAINES - WAUKEGAN

PARCELS: T268-1, T268-2, T268-3, T32-301, T32-302, T32-303, T99-24 - T99-33

NW 1/4 SECTION 12, TOWNSHIP 44N, RANGE 10E

OF THE THIRD PRINCIPAL MERIDIAN

COOK COUNTY - WHEELING, ILLINOIS

COMED REGION NORTH

PIN: 03-14-300-013, 03-14-301-005, 03-14-301-007, 03-14-301-008, 03-14-402-006,

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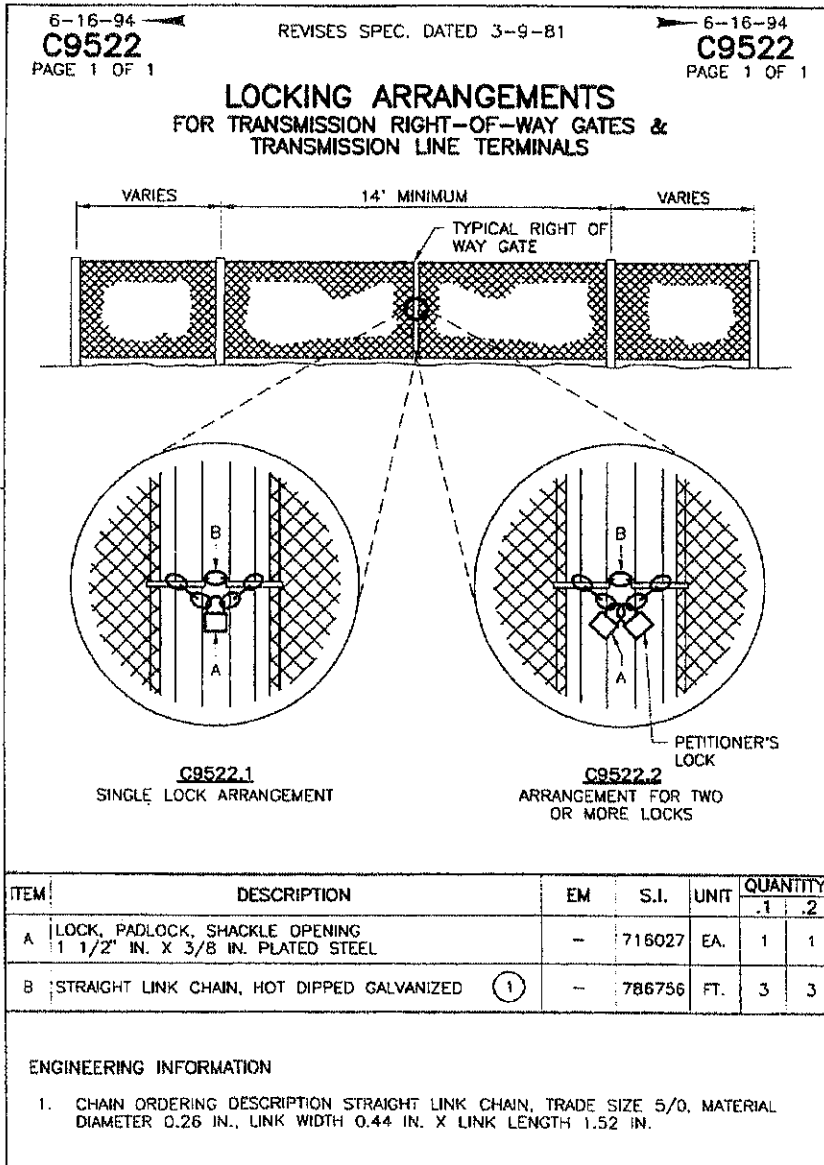
03-26-201-045, 03-26-201-046

EXHIBIT B

[Base Rent Schedule]

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EXHIBIT C-1 and C-2
Fencing and Barrier Requirements



TRANSMISSION RELIABILITY AND STANDARDS

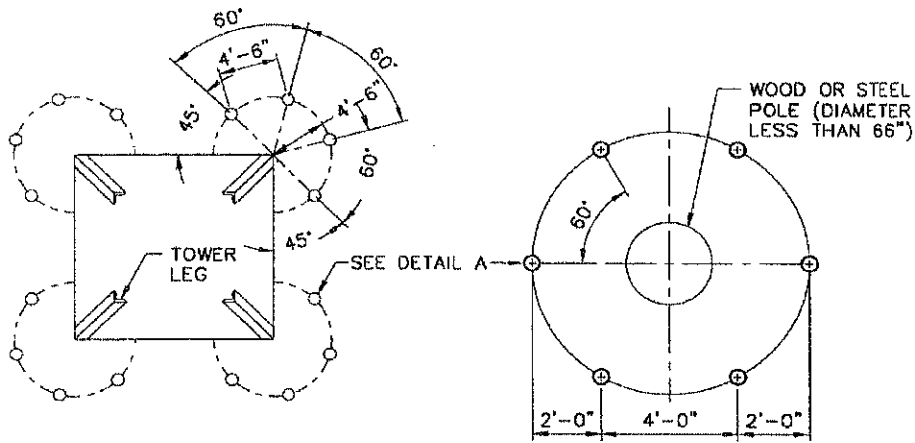
COMMONWEALTH EDISON COMPANY
 SYSTEM STANDARD

X T L S C O E
 REVISION

ACAD

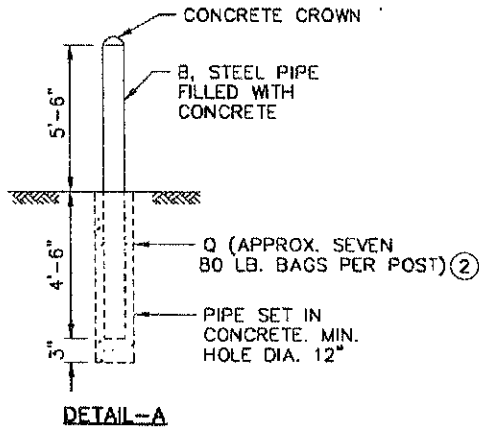
PROTECTIVE BARRIERS
 FOR TRANSMISSION STRUCTURES (69KV AND ABOVE)

PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 ADJACENT TO PARKING AREAS (USING CONCRETE-FILLED STEEL PIPES)
 C9520.1_



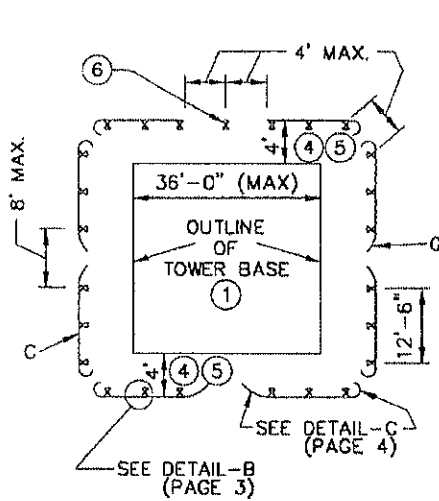
PLAN
 TYPICAL TOWER LEG PROTECTION
 C9520.11

PLAN
 TYPICAL WOOD OR STEEL POLE PROTECTION
 C9520.12

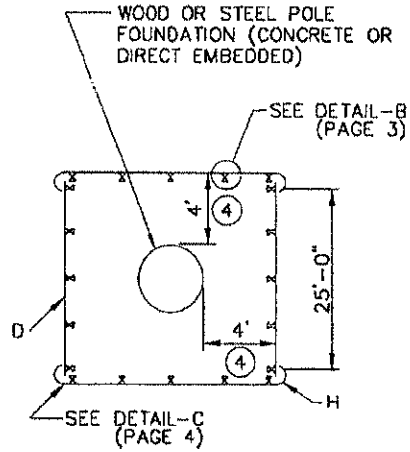


DETAIL-A

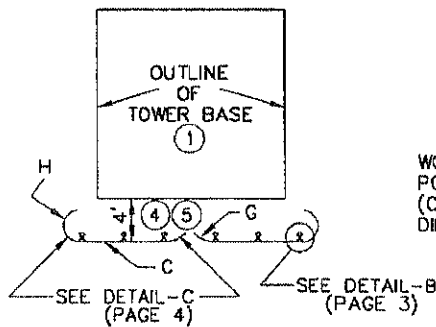
**PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 NEAR ROADWAYS (USING HIGHWAY GUARDRAIL)**
 C9520.2



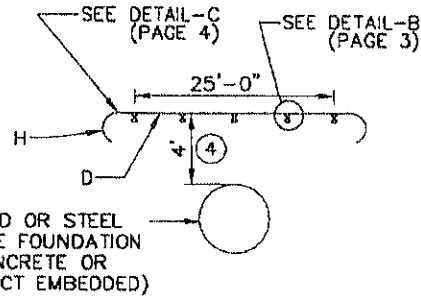
PLAN
 TYPICAL TOWER PROTECTION
 ON ALL SIDES
 C9520.21



PLAN
 TYPICAL POLE PROTECTION
 ON ALL SIDES
 C9520.22

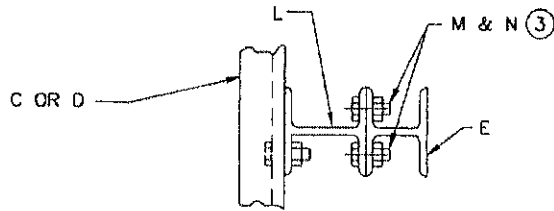


PLAN
 TYPICAL TOWER PROTECTION
 ON ONE SIDE
 C9520.23

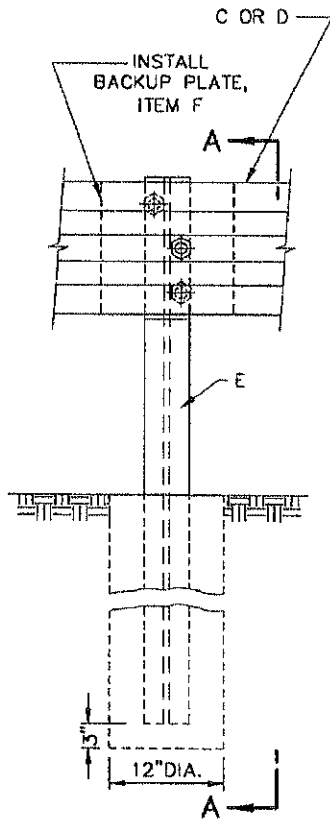


PLAN
 TYPICAL POLE PROTECTION
 ON ONE SIDE
 C9520.24

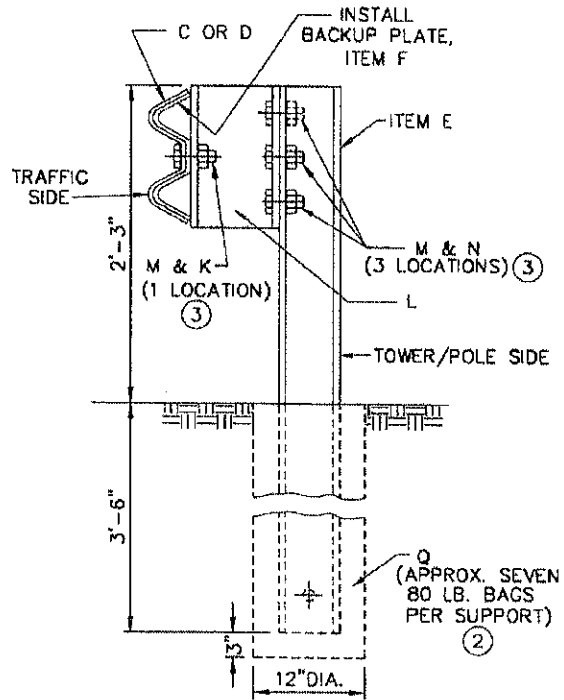
GUARDRAIL SUPPORT DETAILS, C9520.2_



DETAIL-B. PLAN

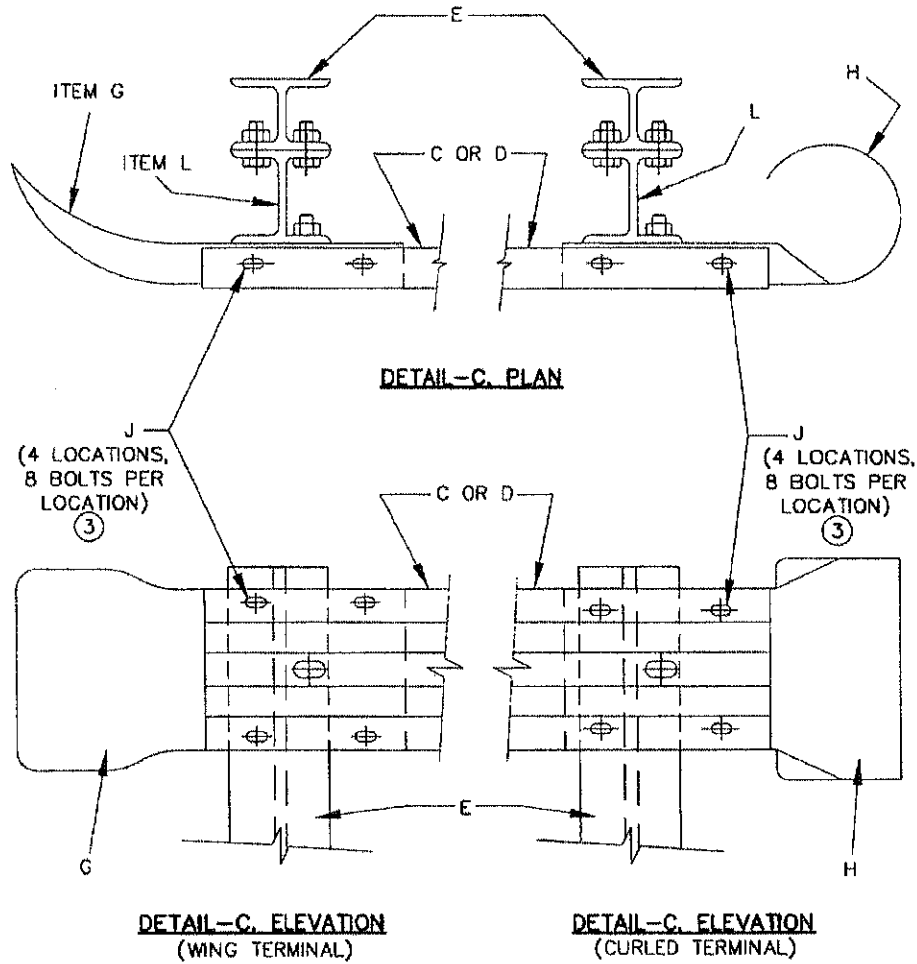


DETAIL-B. ELEVATION

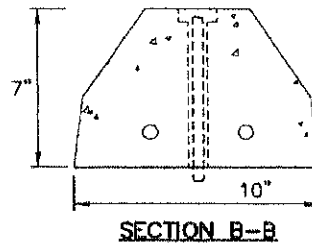
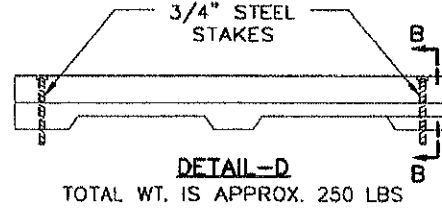
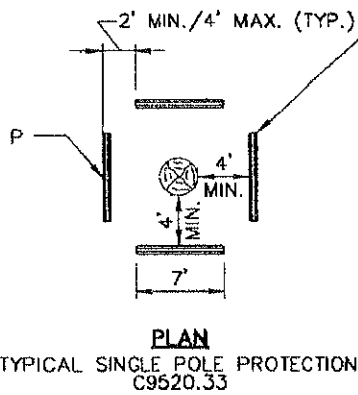
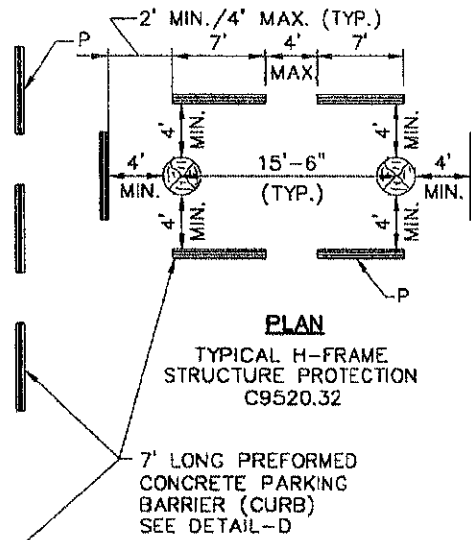
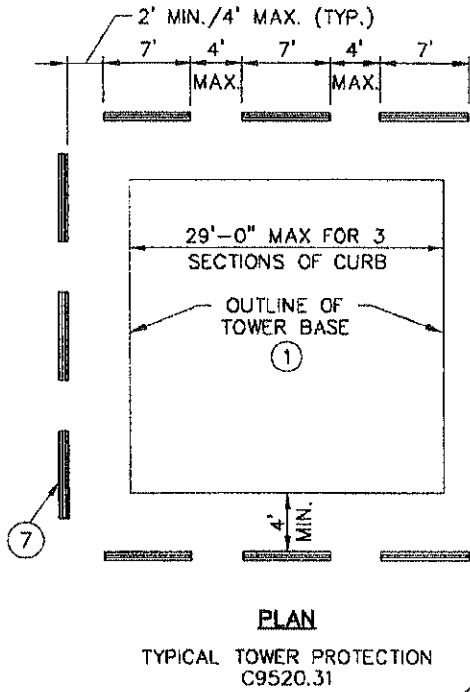


SECTION A-A

GUARDRAIL END SUPPORT/TERMINAL SECTION DETAILS, C9520.2



**PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 ADJACENT TO PARKING AREAS (USING PARKING CURBS)**
 C9520.3



APPLICATION

- THIS STANDARD SHALL BE USED FOR INSTALLATION OF VEHICLE BARRIERS AROUND TRANSMISSION STRUCTURES AND ILLUSTRATES THE DIFFERENT TYPES OF VEHICLE BARRIERS WHICH MAY BE USED FOR TRANSMISSION STRUCTURE PROTECTION.

INFORMATION

- ① ACTUAL STRUCTURE TYPE, SHAPE & BASE DIMENSIONS MAY VARY. DETAILS WILL BE FURNISHED ON THE PROJECT DRAWINGS WHERE DIFFERENT THAN SHOWN.
- ② ITEM "Q", (S.I.#701129) CAN BE REPLACED WITH 4000 PSI READY-MIX CONCRETE PER EM48003. ONE CONCRETE TRUCK WITH 7 CUBIC YARD CAPACITY IS APPROXIMATELY EQUIVALENT TO 220 BAGS OF S.I.#701129 AFTER ADDING WATER AND MIXING.
- ③ NUTS ON GUARDRAIL BARRIER SHALL BE TIGHTENED WITH A TORQUE WRENCH TO A TORQUE VALUE OF 75 FOOT-POUNDS.
- ④ SPACING OF BARRIERS FROM STRUCTURE OUTLINE AS SHOWN IS MINIMUM AND MAY BE INCREASED WHERE NECESSARY.
- ⑤ THE TOWER PROTECTIVE BARRIER SPACING SHALL BE BASED ON ACTUAL TOWER BASE DIMENSIONS. DETAILS SHOWN ARE APPLICABLE TO A TOWER WITH A MAXIMUM BASE DIMENSION OF 36'-0". ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 36'-0".
- ⑥ WHERE THIS DIMENSION CAN BE KEPT AT 4 FEET OR LESS, WITH CORNER OPENING NO MORE THAN 4 FEET. THE INTERMEDIATE POST SHOWN HERE CAN BE ELIMINATED.
- ⑦ NUMBER OF UNITS DEPENDENT ON SIZE OF TOWER BUT SPACES BETWEEN UNITS SHALL NOT EXCEED THE 4 FEET SHOWN, NOR SHALL THE MINIMUM DISTANCE FROM TOWER BE CHANGED. ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 25'-0".
- ⑧ THE LOCATIONS OF THE PROTECTIVE BARRIERS WILL BE STAKED BY THE OWNER UNLESS OTHERWISE INDICATED ON THE PROJECT DRAWINGS.
- ⑨ CARE SHALL BE TAKEN TO AVOID DISTURBANCE OF ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA. ANY DAMAGE TO PROPERTY SHALL BE IMMEDIATELY REPAIRED. ALL ADJACENT PROPERTY SHALL BE RESTORED TO ITS ORIGINAL CONDITION IMMEDIATELY AFTER THE INSTALLATION OF THE VEHICLE BARRIERS.

ITEM	DESCRIPTION	EM	SI	UNIT	QUANTITY															
					.11	.12	.21	.22	.23	.24	.31	.32	.33							
A																				
B	CONDUIT, RIGID, STEEL, 5 IN. IPS, GALV., 10 FT. LONG.			EA	16	6														
C	GUARD RAIL, BEAM TYPE, 13'-6 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 1		EA			8													
D	GUARD RAIL, BEAM TYPE, 26'-1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 2		EA				4			1									
E	1 BEAM POST SUPPORT, 4" X 6" X 5'-9" LONG, 9 LBS./FT., A36 CARBON STEEL, HOT DIPPED GALVANIZED W6 X 9.	10220 ITEM 3		EA			25	20	6	5										
F	BACKUP PLATE 12 1/4" X 12 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED.	10220 ITEM 4		EA			8	12	2	3										
G	WING, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 5		EA			8			2										
H	CURLED, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 6		EA			8	4	2	2										
J	BOLT, CARRIAGE 5/8" DIA. x 1 1/4" LONG, A307 BOLT WITH NUT WASHER, HOT DIPPED GALVANIZED	10220 ITEM 7		EA			128	32	32	16										
K	WASHER 3" X 1 3/4" X 3/16" THICK (8 GAGE WASHER) A36 STEEL HOT DIPPED GALV.	10220 ITEM 8		EA			24	20	6	5										
L	1 BEAM BOLTS W 8 X 10 X 1'-1" LONG, A36 CARBON STEEL, HOT DIPPED GALV., 10# PER FT.	10220 ITEM 9		EA			24	20	6	5										
M	MACHINE BOLTS 5/8" DIA. X 2" LONG, A307 BOLT HOT DIPPED GALVANIZED WITH NUT A563	10257		EA			96	80	24	20										
N	5/8" DIA. FLAT WASHER (HOT DIPPED GALVANIZED)	10220 ITEM 11		EA			168	140	42	35										
P	CURB, PARKING, 7 FT. LONG X 7 IN. HIGH X 10 IN. WIDE, W/TWO 3/4" X 18" STEEL STAKES			EA							12	6	4							
Q	MIXTURE, CONCRETE 80 LB. (2)			BC	112	42	175	140	42	35										

Prospect Heights Park District
ORDINANCE NO. 06.27.2023A

AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH
THE BOARD OF EDUCATION OF
PROSPECT HEIGHTS SCHOOL DISTRICT 23

WHEREAS, The Prospect Heights Park District ("Park District") is an Illinois Park District and body politic and has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs to deliver services and to protect the public health, safety and welfare of its citizens; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* further authorizes intergovernmental cooperation.

WHEREAS, the Park District and the Board of Education of Prospect Heights School District 23 desire to enter into an Intergovernmental Cooperative Agreement through which each of the parties desires to grant the other access to and the ability to schedule and use certain of their respective facilities in the service of their respective constituents, all on the terms and conditions as set forth in the Intergovernmental Cooperative Agreement attached hereto as Exhibit A; and

WHEREAS, the Board of Commissioners of the Prospect Heights Park District finds that it is in the best interest of the Park District to enter into the Intergovernmental Cooperative Agreement with the Board of Education of Prospect Heights School District 23 in the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE PROSPECT HEIGHTS PARK DISTRICT AS FOLLOWS:

SECTION ONE: The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION TWO: The President and Secretary of the Board of Commissioners is hereby authorized and directed to execute the Intergovernmental Cooperative Agreement with the Board of Education of Prospect Heights School District 23 in the form attached hereto as Exhibit "A."

SECTION THREE: This Ordinance shall be in effect immediately from and after its passage and approval.

SECTION FOUR: REPEAL OF PRIOR ORDINANCES. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

APPROVED and ADOPTED by the Board of Commissioners of the Prospect Heights Park District pursuant to roll call vote as follows:

PASSED this 27th day of June 2023

TIM JONES, ELLEN AVERY, BETTY CLOUD
STEVE MESSER, ERIC KIRSTE, PAUL FRIES

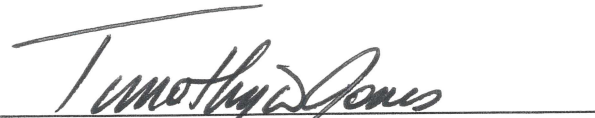
AYES:

NAYS:

N/A

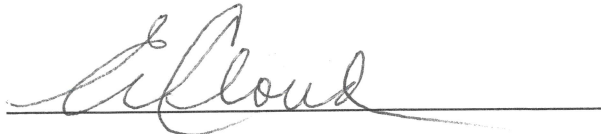
ABSENT:

JACKSON, KARL



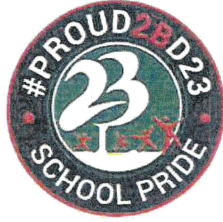
Tim Jones, Board President

ATTEST:



Elizabeth "Betty" Cloud, Board Secretary





**COOPERATIVE AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23
COOK COUNTY, ILLINOIS
AND
THE PROSPECT HEIGHTS PARK DISTRICT**

THIS AGREEMENT made this 14 day of June 2023, by and between the BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23, Cook County, Illinois (“District 23”), and the PROSPECT HEIGHTS PARK DISTRICT (“Park District”):

WITNESSETH:

WHEREAS, it is in the best interest of the taxpayers of District 23 and the Park District that District 23 and the Park District enter into an intergovernmental Cooperation Agreement to save the taxpayers money by sharing the use of properties owned by District 23 and the Park District in an equitable manner so that the facilities of District 23 and the Park District may be utilized to their fullest capacity, avoiding duplication of construction and maintenance of facilities; and

WHEREAS, the legal authority for the parties to enter into this agreement is established by:

a.) Article VII, Section 10 of the Illinois Constitution, which provides as follows:

“Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance. Units of local government and school districts may contact and otherwise associate with individuals, associations and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues and any other resources to pay costs and to service debt related to intergovernmental activities” and

b.) The Illinois Governmental Cooperation Act, (5 ILCS 220/1 et. seq.) which provides in part as follows:

“ Section 220/3. Intergovernmental Cooperation. Any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State and jointly with any other public agency of any other state or of the United States to the extent that the laws of such other State or of the United States does not prohibit joint exercise or enjoyment”

“Section 220/5. Intergovernmental Contracts. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or

undertaking, which any of the public agencies entering into the contract is authorized by law to perform, provided that the governing body of each part of the contract shall authorize such contact. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions contracted herein, the Park District and District 23 agree as follows:

- A. TERM OF AGREEMENT:** The term of this agreement shall be for three (3) years beginning on July 1, 2023 and ending June 30, 2026 except as earlier terminated in accordance herewith.
- B. USE OF PARK DISTRICT PROPERTY:** District 23 shall have the non-exclusive right to use the Park District properties, facilities and equipment identified on “Exhibit A” attached hereto (Park District Properties) for educational, recreational and related purposes at times when school is in daily session and for school programs (School Programs) including but not limited to after school athletic, noon hour, recess and PTO Programs at all times when the parks are open to the public. The Park District agrees to furnish District 23 each year with a schedule for the Park District’s recreational and other activities planned for the Park District’s properties as follows: on or before May 1 for the summer schedule, on or before August 1 for the fall schedule; on or before December 1 for the winter schedule, and on or before March 1 for the spring schedule.

District 23 shall have the first priority in the use of the Park District properties when the Park District pursuant to such schedule is not using them. District 23 agrees to furnish the Park District with a written, formal application for use of Park District properties. Application for fall and winter use must be submitted by July 1 of that year. Application for spring and summer use must be submitted by January 1 of that year. The Park District reserves the right to preempt the use of the Park District properties in order to perform lawn mowing and other maintenance functions which have been rescheduled due to weather conditions and/or availability of maintenance personnel and equipment and also for special activities, programs or events conducted on the Park District property, provided the Park District shall give District 23 ten (10) working days prior written notice of any such special activity, program or event except in the case of any emergency or unforeseen situation.

District 23 shall have the right to use the Park District’s recreational equipment, including, without limitation, playground equipment, backstops, tennis courts, backboards and goal posts. District 23 shall not be responsible for any portion of the costs of maintaining, repairing or replacing such equipment unless such costs result from damage caused by other than ordinary wear and tear while District 23 is utilizing the Park District property or equipment

District 23 shall not permit its employees, representatives, agents and invitees access to newly seeded fields or other unauthorized areas. District 23 shall be solely and fully responsible for the supervision of its employees, representatives, agents and invitees while on Park District properties during scheduled District 23 activities.

- C. USE OF DISTRICT 23 PROPERTY:** The Park District shall have the non-exclusive right to use for recreational and related purposes those certain areas and such other areas as may be permitted in writing by District 23 (“the school facilities”) located on certain District 23 real

estate ("District 23 Properties"), which school facilities and District 23 properties are identified in "Exhibit B" attached hereto.

The Park District shall have first priority in the use of such school facilities except when the facilities are being used by District 23 when school is in daily session or when they are being used for school programs. The Park District agrees to furnish District 23 with a written formal application via the agreed upon system for the use of the District 23 properties.

Application for fall and winter use must be submitted by July 1 of that year. Application for spring and summer use must be submitted by January 1 of that year. The School District reserves the right to preempt the Park District's use of school facilities for special programs, activities, events, and maintenance functions during the evening hours and at times other than normal school hours, provided it gives the Park District ten (10) days prior written notice, except that such notice will not be required where the cancellation and rescheduling of interscholastic sports competitions are required or in emergency or unforeseen situations. The Park District shall have the right to use certain of District 23's recreational equipment located in its school facilities. The Park District shall not be responsible for the cost of maintaining, repairing or replacing District 23's property or equipment unless said property or equipment is damaged by other than ordinary wear and tear while the Park District, its employees or agents, program participants, its assignees or designees are utilizing said property or equipment, ordinary wear and tear excluded..

Park District summer programs can start no earlier than the day immediately after the last day of teacher attendance, provided there is space available at the District 23 locations. In addition, summer programs must end on or before July 31st, except for use of the multi-purpose room (i.e. gymnasium) and restrooms located nearest to that facility, for the purpose of permitting mandatory District maintenance and readying buildings for the start of the school year to be conducted.

- D. OBLIGATIONS OF THE PARTIES:** Neither the Park District nor District 23 shall permit their employees, representatives, agents or invitees to wander about in, or gain access to, unauthorized areas of the other party's properties, provided that each District shall lock doors and/or provide barriers in corridors leading to such unauthorized areas. Each District shall be solely and fully responsible for this supervision of its own employees, representatives, agents and invitees while on the property of the other District.

Neither the Park District nor District 23 shall permit its employees, representatives, agents and invitees to bring alcoholic beverages, tobacco or cannabis products on the other District's properties.

Neither the Park District nor District 23 shall permit their employees, representatives, agents or invitees to park any vehicle on the other District's property except designated parking areas.

E. MAINTENANCE OF PROPERTIES:

1. The Park District shall maintain its facilities and properties, including playground equipment, backstops, tennis courts, backboards and goal posts in a reasonably safe and neat condition. The Park District shall be responsible for the ordinary and routine maintenance of its buildings and immediate grounds, parking lots and driveways, including all hand mowing responsibilities of or its grounds. District 23 understands that

the mowing of play fields is dependent on weather conditions and subject to availability of mechanical equipment.

2. The School District is responsible for daily cleaning of Eisenhower Elementary School classrooms and restrooms, or other portions of the facilities used, when the Park District uses the District 23 facility during regular hours. Should the Park District seek to utilize District 23 facilities after hours or during the weekends, when school is not in session, the Park District may be responsible for covering the costs of custodians brought in to clean the facilities following usage, at a cost of \$150/hour.
3. District 23 shall maintain its facilities and properties, including playground equipment, backstops, backboards in a reasonably safe and neat condition. District 23 shall be responsible for the ordinary and routine maintenance of its buildings and immediate grounds, parking lots and driveways, including all hand mowing responsibilities of its grounds. The Park District understands that the mowing of playing fields is dependent upon weather conditions and subject to availability of mechanical equipment.
4. Each party shall use the other party's property in a reasonably careful manner and return it to the other party in good condition, ordinary wear and tear accepted. Each party shall be responsible for the removal of all litter and debris (i.e., cans, bottles, etc.) from the other's property resulting from and immediately following said party's use of it. Each party shall be responsible for and pay the other additional janitorial costs (i.e., costs other than those to be assumed by a part under Section H, 1 and 2) and other costs incurred as a result of said party's use of the others property, including but not limited to costs incurred for the removal of debris and little accumulated during programs sponsored by said party.

F. INDEMNIFICATION, LIABILITY AND INSURANCE:

1. The Park District shall indemnify and forever hold harmless District 23, its officers, agents, representatives, and employees, successors and assigns against any and all claims, demands, costs, and expenses for any nature whatsoever, including reasonable attorney's fees for the defense thereof, arising from or in connection with the Park District's use of District 23 properties; except to the extent caused by any negligent act or omission of any party being indemnified.
2. District 23 shall indemnify and forever hold harmless the Park District, its officers, agents, representatives, and employees, successors and assigns against any and all claims, demands, costs and expenses for any nature whatsoever, including reasonable attorney's fees for the defense thereof, arising from or in connection with the District 23's use of the Park District properties; except to the extent caused by any negligent act or omission of any party being indemnified.
3. The Park District, at its sole cost and expense at all times during the term of this Agreement, shall cause District 23 to be named as an additional insured on the Park District's comprehensive general public liability insurance policy shall not be less than Two Million Dollars (\$2,000,000) for injury or death of a single person and not less than Two Million Dollars (\$2,000,000) per occurrence for injury or death. Property damage insurance shall not be less than Two Million Dollars (\$2,000,000). Such proof of insurance shall be required no later than January 1 of each year in this Agreement.
4. District 23, at its sole cost and expenses at all times during the term of this Agreement, shall cause the Park District to be named as an additional insured on District 23's

comprehensive general public liability insurance policy. Said general public liability insurance shall not be less than Two Million Dollars (\$2,000,000) for injury or death of a single person and not less than Two Million Dollars (\$2,000,000) per occurrence for injury or death. Property damage insurance shall not be less than Two Million Dollars (\$2,000,000). Such proof of insurance shall be required no later than January 1 of each year in this Agreement.

5. All policies shall provide that they shall not be canceled or altered except upon ten (10) working days prior written notice to the additional insured party. Each party shall provide the other with copies of such insurance policies.

G. ALTERATIONS: The Park District shall not make any alterations or additions to the School District premises without the School District's prior written consent. The School District shall not unreasonably withhold approval of any non-structural alterations in and additions to the School District premises requested by the Park District. Likewise, the School District shall not make any alterations in or additions to the Park District premises without the Park District's prior written consent. The Park District shall not unreasonably withhold approval of any nonstructural alterations in and additions to the Park District Premises requested by District 23.

H. EARLY TERMINATION:

1. This Agreement may be terminated by either party upon one hundred eighty (180) days prior written notice to the other.
2. At the termination of this Agreement, the Park District shall be entitled to remove in a reasonable length of time any baseball backstops, fences gymnastics equipment, swings and other outdoor play equipment which it owns and has caused to be installed on the premises, pursuant to Section G, provided that the area upon which such items have been installed shall be returned to the School District in the same condition as existed prior to the installation of (said) equipment.

I. FEES AND SERVICES: During the term of this Agreement and any extended term hereof:

1. District 23 shall pay fees to the Park District as follows: All additional janitorial and other costs under Section E.2 and any other costs for personnel and services incurred by the Park District and resulting from District 23's use of the Park District properties. All amounts will be paid within forty-five (45) days following billing.
2. The Park District shall pay fees or provide services to District 23 as follows:
 - a. Additional janitorial and other costs under Section E.3 and any costs for personnel and services above those costs normally and ordinarily incurred by District 23 and resulting from the Park District's use of the District 23 properties. An additional fee for the opening and closing of schools on days and or at times when a regularly scheduled janitor is not on duty or assigned to the building/facility being used, which fee shall be for a minimum two (2) hour rate; at least a one-hour rate for opening time and at least a one-hour rate for closing time based upon the requirements of the District collective bargaining agreement with its janitors. Overtime for the opening of school, closing of school and time for which the janitor must be in or at the facility pursuant to this section shall be paid at that rate required by the District collective

bargaining agreement with its janitors. All amounts will be paid within forty-five (45) days following billing.

- b. For the use of District 23 facilities, and to reimburse District 23 for all indirect costs, Three Thousand Dollars (\$3,000) per year beginning on the date hereof and on each anniversary date hereafter.
 3. The Park District shall mow the grass on the east side of the Eisenhower school site. Said mowing will not include trimming around school or playground equipment not purchased and maintained by the Park District.
 4. It is understood and agreed that all inhabitants who reside within School District 23 boundaries shall be entitled to participate in any and all programs and Park District facilities listed on "Exhibit A", under the same terms and conditions as such rights are extended to inhabitants of the Park District. In the event, such participation or use requires the payment of any fee or charge, the inhabitants of School District 23 who reside outside of the Park District boundaries shall be required to pay no greater fee or charge than inhabitants of the Park District.
 5. The Park District shall provide use of the Old Orchard Country Club as a staging area for District 23 students in an event of an emergency where the students must be evacuated from the school facilities.
- J. NOTICES:** All notices shall be in writing, except as otherwise provided herein and mailed with postage prepaid, or hand delivered to the individuals and at the address indicated below:

If to District 23:

Prospect Heights School District 23
ATTN: Assistant Superintendent of Finance & Operations
700 N. Schoenbeck Road
Prospect Heights, IL 60070

If to Park District:

Prospect Heights Park District
ATTN: Executive Director
110 W. Camp McDonald Road
Prospect Heights, IL 60070

or to such other individuals or addresses as the parties may designate in writing.

K. MISCELLANEOUS:

1. This Agreement shall be bringing upon the parties, their successors, and permitted assignees. This Agreement shall not be modified or amended except by written instrument signed by the parties hereto. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
2. This Agreement shall in no way restrict or abridge the right of the School District to close any one of its schools, and to sell or rent the buildings at the school location. Upon the sale or rental of any school properties or buildings, this Agreement may be null and void

as to the school property or building and at the discretion of either of the parties hereto, the entire Agreement may be terminated upon 180 days written notice and that the annual payment which had been made shall be prorated as of the last day that this Agreement shall be in binding effect and the balance shall be repaid to the other party.

3. The Park District and School District 23 shall at all times provide its own consumable equipment for its programs unless otherwise specifically agreed to the contrary in writing.

L. ADDITIONAL PROPERTY: The parties may, by mutual agreement, add additional properties to Exhibit A and B of this Agreement.

M. NO THIRD-PARTY BENEFICIARY: This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

IN WITNESS, WHEREOF, the parties have duly caused this Agreement to be executed on the day and year first above written.

Prospect Heights Park District
110 W. Camp McDonald Road
Prospect Heights, IL 60070

Prospect Heights School District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070

BY:

President

Secretary

BY:

President

Secretary

Protem

EXHIBIT A
PARK DISTRICT PROPERTIES & FACILITIES

Property: Lions Park Baseball Field
Tennis Courts
Picnic Shelter
Playground

Facilities: Old Orchard Golf Course
Gary Morava Recreation Center (Gymnasium & Multi-Purpose Rooms)
Lions Pool

EXHIBIT B
DISTRICT 23 PROPERTIES & FACILITIES

Property: Eisenhower Baseball Diamond

Facilities: Eisenhower Elementary School Gymnasium
Eisenhower Elementary School Classrooms

Property: Lou Johnson Field at Betsy Ross Elementary School (aka Phantom's Field)

Facilities: MacArthur Middle School Gymnasium
MacArthur Middle School Little Theater

AN AGREEMENT FOR TRANSFER OF PROPERTY BY THE CITY OF PROSPECT HEIGHTS TO THE PROSPECT HEIGHTS PARK DISTRICT

THIS AGREEMENT FOR TRANSFER OF PROPERTY (“Agreement”) is dated as of Jan 01, 2024 (“Execution Date”), and is made by the City of Prospect Heights, an Illinois municipal corporation (“City”), and the Prospect Heights Park District, an Illinois park district (“Park District”). The City and the Park District are hereinafter sometimes referred to individually as a “Party” and together as the “Parties.”

Recitals

WHEREAS, The City owns property commonly known as 214 S. Wheeling Road, Prospect Heights, Illinois 60070 on which, for public purposes, a public park and related improvements will be built, which property is depicted and legally described in Exhibit A to this Agreement (“Transfer Property”); and

WHEREAS, the City is willing to convey the Transfer Property to the Park District pursuant to the authority it has under the Illinois Local Government Property Transfer Act (“Property Transfer Act”), 50 ILCS 605/0.01, et seq.; and

WHEREAS, The City and the Park District have the authority to complete this transfer under the Property Transfer Act and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.; and

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Incorporation of Recitals

The foregoing recitals are hereby incorporated into this Agreement, and made a part hereof, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

Transfer of Transfer Property to Park District

The Park District agrees to pay the City \$51,599 as consideration for the conveyance of title to the 214 Property and payment for the costs of demolition and closing.

The City will take all necessary and appropriate actions under the Property Transfer Act and will transfer to the Park District all of the City’s right, title, and interest in and to the Transfer Property by delivering to the Park District, at a closing scheduled by the City and the Park District not less than 15 days after the Execution Date or at such other time as agreed by the parties (“Closing”), a fully executed, recordable, stamped quitclaim, subject only to those title exceptions which are acceptable to the Parties.

Title Insurance

Prior to closing, the City will obtain, at the Park District's expense, a title commitment for an owner's insurance policy from Chicago Title (Title Company) dated after the Execution Date for an ALTA Commitment Form (06-17-06) for the Transfer Property in the amount of \$51,599 (as outlined in the Closing Costs section below) together with copies of all recorded documents referred to therein (Transfer Property Title Commitment). If, not less than 10 days prior to the Closing, the Park District notifies the City in writing about exceptions to title disclosed by the Transfer Property Title Commitment that are objectionable, then the parties will promptly take all necessary actions to have those title defects cured or insured over, and the City and the Park District will extend the date of the closing until the exceptions have been removed or the Title Company has agreed to insure over those title defects.

Closing

The City and the Park District each will execute and deliver to the other such items as may be reasonably requested to consummate the Closing, including but not limited to execution of all necessary forms from the Title Company.

- a. Original executed and properly notarized Quitclaim Deed (the "Deed") transferring title to the Transfer Property and subject only to covenants, conditions and restrictions of record and building lines and easements, if any; and
- b. Counterpart originals of the Closing Statement; and
- c. Such other standard closing documents or other documentation as required by applicable law or the Title Company to effectuate the donation as contemplated hereby, including, but not limited to, ALTA Statement, Affidavit of Title, GAP Undertaking; and
- d. Any and all documentation necessary to provide clear title or waive existing exceptions for title.

Closing Costs

The Park District shall be responsible for any costs relating to the Closing, and the City will bear the cost of recording the deed. The Parties have agreed that the closing costs have been included in the \$51,599 payable to the City as consideration for the conveyance.

No Real Estate Taxes

The City represents that all tax exempt filings for the Transfer Property have been submitted and accepted by the County.

Representations and Warranties of the City

The City represents and warrants to the best of the City's knowledge and belief to the Park District that, as of the date of this Agreement and the date of the Closing:

- A. The City owns fee simple title to the Transfer Property;
- B. The persons executing this Agreement on behalf of the City, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the City's obligations hereunder, have full authority to bind the City to such obligations and to so act on behalf of the City;
- C. There are no persons in possession of, or having a right to possession of, any part of the Transfer Property other than the City;
- D. The City has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement;
- E. The City has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting the Transfer Property other than this Agreement;
- F. The execution, delivery, and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of the City, will not result in a breach or default under any agreement to which the City is a party or to which the City is bound, and will not violate any restriction, court order, or agreement to which the City is subject;
- G. The City has no knowledge of any liability, responsibility, or obligations, whether fixed, un-liquidated, absolute, contingent, or otherwise, under any federal, State of Illinois, or local environmental laws or regulations, including any liability, responsibility, or obligation for fines or penalties, or for investigation expense, removal, or remedial action to effect compliance with or discharge any duty, obligation, or claim under any such laws or regulations, and the Park District has no reason to believe that any claims, actions, suits, proceedings, or investigations under such laws or regulations exist or may be brought or threatened. Further, the Park District has no knowledge of any prior or present release or threatened release, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, Pub.L. No. 96-510, 94 Stat. 2767, at or in the vicinity of the Transfer Property of any hazardous substance (as defined under applicable environmental laws) or petroleum; and
- H. The City has not received any notices from any governmental authority with respect to the Transfer Property that have not been corrected.

Representations and Warranties of the Park District

The Park District represents and warrants to the City that, as of the date of this Agreement and the date of the Closing:

- A. The persons executing this Agreement on behalf of the Park District and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the Park District's obligations hereunder, have full authority to bind the Park District to such obligations and to so act on behalf of the Park District;
- B. The Park District has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement; and
- C. The execution, delivery, and performance of this Agreement are not prohibited by any requirement of law or under any contractual obligation of the Park District, will not result in a breach or default under any agreement to which the Park District is a party or to which the Park District is bound, and will not violate any restriction, court order, or agreement to which the Park District is subject.

Accuracy of Representations as of Closing; Survival

As a condition to the Closing for the benefit of each Party, the representations and warranties of each Party of this Agreement must be true and correct at the time of the Closing. Each Party must promptly notify the other in the event that either Party has actual knowledge that a representation or warranty of that Party is not true and correct. The representations and warranties of this Agreement will survive the Closing.

General Provisions

A. Written Notices. All notices, requests, demands or other communications with respect to this Agreement shall be in writing and shall be deemed to have been duly given upon personal delivery or, if mailed, seventy-two (72) hours after deposit in the United States mail, and shall be directed to the following:

To City:
City of Prospect Heights
8 North Elmhurst Road
Prospect Heights, Illinois 60070
ATTN: Joe Wade

With a copy to:

Tressler LLP
550 E. Boughton Road, Suite 250
Bolingbrook, Illinois 60440
ATTN: John O'Driscoll

To Park District:

Prospect Heights Park District
110 W Camp McDonald Road
Prospect Heights, Illinois 60070
ATTN: Christina Ferraro

With a copy to:

Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563
ATTN: Derke Price

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Governing Law. This Agreement is governed by and enforced in accordance with the internal laws of, but not the conflict of laws rules of, the State of Illinois.

D. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the acquisition by the Park District of the Transfer Property and the other matters stated in this Agreement, and this Agreement supersedes every prior agreement and negotiation between the parties, whether written or oral, relating to the subject matter of this Agreement.

E. Incorporation of Exhibits. Exhibits attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

F. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

G. Calendar Days and Time. Any reference herein to a “day” or to “days” means a calendar day or days and not a business day or days.

H. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or be valid, against any of the parties.


Patriot Act

The City and the Park District each represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order No. 13,224 (Sept. 23, 2001) as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

[SIGNATURE PAGE FOLLOWS]

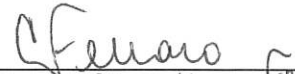
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Execution Date.

CITY OF PROSPECT HEIGHTS

By: 
Name: Patricia Ludvigsen
Title: Mayor

Dated: 1/16/24

PROSPECT HEIGHTS PARK DISTRICT

By: 
Name: Christina Ferraro
Title: Executive Director

Dated: 01/24/2024

EXHIBIT A
LEGAL DESCRIPTION

LOT 11 IN BLOCK 17 IN PROSPECT HEIGHTS MANOR A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER (EXCEPT THE WEST 493.20 FEET OF THE NORTH 353.20 FEET THEREOF) OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1946 AS DOCUMENT 13821026, IN COOK COUNTY, ILLINOIS.

Property Index Number: 03-27-216-018-0000

Common Address: 214 S. Wheeling Road, Prospect Heights, Illinois 60070



To: Mayor Ludvigsen and Members of the City Council

From: Joe Wade, City Administrator

Subject: Resolution Authorizing the Transfer of Property from the City of Prospect Heights to the Prospect Heights Park district

Date: January 4, 2024

Background

As the property at 214 Wheeling had suffered five flooding episodes resulting in structural damage, it qualified for the Metropolitan Water Reclamation District's "Flood Prone Property Program," which provides for purchase and compensation to the property owner, with the condition the property not be redeveloped with structures or non-permeable surfaces. The City applied for, and obtained, program authorization with the understanding that after meeting all MWRD obligations, the property would be transferred to the Prospect Heights Park District, to enable expansion of Tully Park with improved public access.

State law prescribes the procedures for the transfer of public property, which City and Park District attorneys have followed through required legislative actions by both agencies. As the title transfer requires subsequent review after this resolution is passed, it is respectfully requested the approval be subject to final attorney review and approval.

Analysis

The partnership for this improvement with the Metropolitan Water Reclamation District, Prospect Heights Park District, homeowner and City of Prospect Heights, has been mutually beneficial. This resolution, and complementary Park District legislative action, will transfer ownership of the property to the Park District, through the actions prescribed by State law. The Park District will reimburse the City for necessary costs involving the purchase of the property, closing costs, demolition and restoration, and asbestos removal, in the amount of \$51,599.

Recommendation

Approval of this resolution is recommended in order for the property to be transferred to the Park District.

PROSPECT HEIGHTS PARK DISTRICT ORDINANCE NO. 12.13.2023A

**AN ORDINANCE REQUESTING THE TRANSFER OF PROPERTY
FROM THE CITY OF PROSPECT HEIGHTS PURSUANT TO THE
LOCAL GOVERNMENT PROPERTY TRANSFER ACT**

WHEREAS, the City of Prospect Heights is an Illinois municipality and unit of local government; and

WHEREAS, the Prospect Heights Park District ("Park District") is duly organized and existing under the laws of the State of Illinois including an act entitled "The Park District Code", 70 ILCS 1205/Art. 1 *et. seq.*, and

WHEREAS, the City owns a parcel of real property that is commonly known as 214 S. Wheeling Road, Prospect Heights, Illinois, ("214 Property"), which is legally described on Exhibit A, that the Park District has determined is necessary and useful to the Park District to acquire for Park District purposes; and

WHEREAS, the Park District and the City are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act ("Act") (50 ILCS 605/0.01 *et seq.*), an act in relation to the transfer of interests in real estate by units of local government and school districts; and

WHEREAS, section 2 of the Act (50 ILCS 605/2) authorizes a municipality ("transferor municipality") to convey or lease real property to another municipality ("transferee municipality") for any public purpose upon two-thirds (2/3) vote of the corporate authorities of the transferee municipality declaring that it is necessary or convenient for the transferee municipality to use, occupy or improve said property for any public purposes; and

WHEREAS, the Park District desires the corporate authorities of the City to convey the 214 Property to the Park District, pursuant to the authority conferred by the Act; and

WHEREAS, the Board of Park Commissioners of the Prospect Heights Park District (the "Board") hereby declares that it is necessary or convenient for the Park District to use, occupy or improve the 214 Property held by the City of Prospect Heights for Park District purposes; and

WHEREAS, the Park District has agreed with the City that the Park District will pay the City \$51,599 as consideration for the conveyance of title to the 214 Property and payment for the costs of demolition and closing; and

WHEREAS, the Board desires that the City transfer its rights and interest in the 214 Property to the Park District by the authority conferred by the Act and upon such terms as may be agreed upon between the Park District and the City.

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

SECTION 1: All of the foregoing recitals are hereby incorporated herein as findings of the Board of Commissioners of the Prospect heights Park District.

SECTION 2: The Park District hereby declares the necessity and convenience for it to use, occupy, and improve the 214 Property and authorizes the Executive

Director and the District's legal counsel to take all steps necessary and to sign such documents as shall be necessary to effectuate the intent of this Ordinance and close on the conveyance of the 214 Property.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

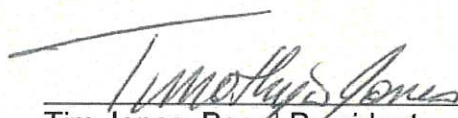
PASSED this 12th day of December 2023

AYES: *Commissioner Jones, Avery, Cloud, Fries, Jackson, Kirste, Messer*

NAYS: *None*

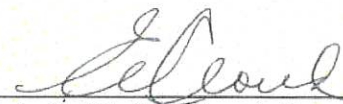
ABSENT: *None*

ABSTAIN: *None*



Tim Jones, Board President

ATTEST:



Elizabeth "Betty" Cloud, Board Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

SECRETARY'S CERTIFICATE

I, Elizabeth "Betty" Cloud, DO HEREBY CERTIFY that I am the Secretary of the Board of Park Commissioners of the Prospect Heights Park District, Cook County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Park District; and

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of AN ORDINANCE REQUESTING THE TRANSFER OF PROPERTY FROM THE CITY OF PROSPECT HEIGHTS PURSUANT TO THE LOCAL GOVERNMENT PROPERTY TRANSFER ACT adopted at a duly called Regular Meeting of the Board of Commissioners, held at Prospect Heights Park District, Illinois, at 7:00 p.m. on the 12th day of December 2023.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District at Prospect Heights, Illinois, this 12th day of December 2023.

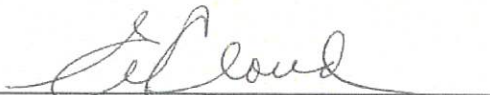

Elizabeth "Betty" Cloud, Board Secretary



EXHIBIT A

LOT 11 IN BLOCK 17 IN PROSPECT HEIGHTS MANOR, A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER (EXCEPT THE WEST 493.20 FEET OF THE NORTH 353.20 FEET THEREOF) OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1946 AS DOCUMENT 13821026, IN COOK COUNTY, ILLINOIS

Permanent Index Number(s): 03-27-216-018-0000

Property Address: 214 S Wheeling Road, Prospect Heights, Illinois 60070

PROSPECT HEIGHTS PARK DISTRICT ORDINANCE NO. 12.13.2023A

**AN ORDINANCE REQUESTING THE TRANSFER OF PROPERTY
FROM THE CITY OF PROSPECT HEIGHTS PURSUANT TO THE
LOCAL GOVERNMENT PROPERTY TRANSFER ACT**

WHEREAS, the City of Prospect Heights is an Illinois municipality and unit of local government; and

WHEREAS, the Prospect Heights Park District ("Park District") is duly organized and existing under the laws of the State of Illinois including an act entitled "The Park District Code", 70 ILCS 1205/Art. 1 *et. seq.*, and

WHEREAS, the City owns a parcel of real property that is commonly known as 214 S. Wheeling Road, Prospect Heights, Illinois, ("214 Property"), which is legally described on Exhibit A, that the Park District has determined is necessary and useful to the Park District to acquire for Park District purposes; and

WHEREAS, the Park District and the City are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act ("Act") (50 ILCS 605/0.01 *et seq*), an act in relation to the transfer of interests in real estate by units of local government and school districts; and

WHEREAS, section 2 of the Act (50 ILCS 605/2) authorizes a municipality ("transferor municipality") to convey or lease real property to another municipality ("transferee municipality") for any public purpose upon two-thirds (2/3) vote of the corporate authorities of the transferee municipality declaring that it is necessary or convenient for the transferee municipality to use, occupy or improve said property for any public purposes; and

WHEREAS, the Park District desires the corporate authorities of the City to convey the 214 Property to the Park District, pursuant to the authority conferred by the Act; and

WHEREAS, the Board of Park Commissioners of the Prospect Heights Park District (the "Board") hereby declares that it is necessary or convenient for the Park District to use, occupy or improve the 214 Property held by the City of Prospect Heights for Park District purposes; and

WHEREAS, the Park District has agreed with the City that the Park District will pay the City \$51,599 as consideration for the conveyance of title to the 214 Property and payment for the costs of demolition and closing; and

WHEREAS, the Board desires that the City transfer its rights and interest in the 214 Property to the Park District by the authority conferred by the Act and upon such terms as may be agreed upon between the Park District and the City.

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

SECTION 1: All of the foregoing recitals are hereby incorporated herein as findings of the Board of Commissioners of the Prospect heights Park District.

SECTION 2: The Park District hereby declares the necessity and convenience for it to use, occupy, and improve the 214 Property and authorizes the Executive

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

SECRETARY'S CERTIFICATE

I, Elizabeth "Betty" Cloud, DO HEREBY CERTIFY that I am the Secretary of the Board of Park Commissioners of the Prospect Heights Park District, Cook County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Park District; and

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of AN ORDINANCE REQUESTING THE TRANSFER OF PROPERTY FROM THE CITY OF PROSPECT HEIGHTS PURSUANT TO THE LOCAL GOVERNMENT PROPERTY TRANSFER ACT adopted at a duly called Regular Meeting of the Board of Commissioners, held at Prospect Heights Park District, Illinois, at 7:00 p.m. on the 12th day of December 2023.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District at Prospect Heights, Illinois, this 12th day of December 2023.



Elizabeth "Betty" Cloud, Board Secretary

[SEAL]



RESOLUTION NO. R-24-03

**A RESOLUTION AUTHORIZING THE TRANSFER
OF PROPERTY FROM THE CITY OF PROSPECT HEIGHTS
TO THE PROSPECT HEIGHTS PARK DISTRICT**

WHEREAS, the Prospect Heights Park District (“Park District”) is organized for the purposes of owning, operating, and maintaining a system of public parks and open spaces, and the territory of the Park District lies within the corporate limits of the City of Prospect Heights (“City”) (collectively the “Parties”); and

WHEREAS the City owns the property (“Transfer Property”) described in Exhibit A attached hereto and by this reference incorporated into this Resolution, commonly known as 214 Willow Road, Prospect Heights, Illinois; and

WHEREAS the Parties have agreed to enter into a transfer agreement, attached hereto as Exhibit B, following all necessary approvals and subject to final attorney review and approval, whereby the Park District will pay the City \$51,599 as consideration for the conveyance of title to the 214 Property and payment for the costs of demolition and closing; and

WHEREAS, the Park District, on December 12, 2023, passed and approved an ordinance declaring that it is necessary or convenient for the Park District to use, occupy, and improve the Transfer Property for public purposes and requesting that the City transfer the Transfer Property to the Park District, all in accordance with the provisions of the Illinois Local Government Property Transfer Act (Property Transfer Act), 50 ILCS 605/0.01, et seq.; and

WHEREAS, the Mayor and City Council of the City desire to transfer the Transfer Property to the Park District, pursuant to the authority conferred by the Property Transfer Act;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS:

Section 1: The recitals set forth hereinabove shall be and are hereby incorporated as findings as if said recitals were fully set forth within this Section One.

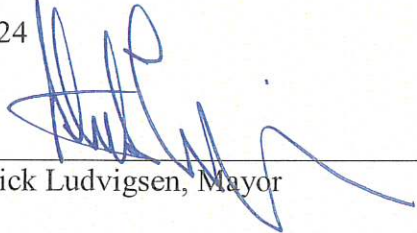
Section 2: Approval and Authorization for Transfer of Property to Park District. The Mayor and City Council hereby:

- a) approve transfer of the Transfer Property to the Park District;
- b) authorize the Mayor or his designee to execute an instrument of conveyance to accomplish the transfer;
- c) authorize the City Clerk, her designee to attest and to seal such instrument of conveyance with the City’s corporate seal, and
- d) authorize the Mayor, City Clerk or City Attorney to take all other necessary and appropriate actions, in conjunction with the necessary and appropriate actions of the Park District, to transfer all of the City’s rights and title in the Transfer Property to the Park District, on the terms mutually agreed on by the Park District and the

City.

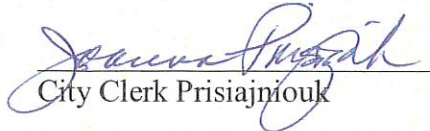
Section 3: The Resolution shall be in full force and effect from and after its passage as provided by law.

Passed and Approved this 8th day of January, 2024



Patrick Ludvigsen, Mayor

ATTEST:



City Clerk Prisiajnouk

AYES: Dolick, Cameron, Anderson, Morgan-Adams, Dash

NAYS: None

ABSENT: None





November 15, 2022

To: Park Board of Commissioners
From: Christina Ferraro, Executive Director
Re: Intergovernmental Agreement with the City of Prospect Heights for
Compensatory Storm Water Storage at Somerset Park for Willow Road Flood Control
Project

Background

Willow Road typically experiences closure during significant storm water events. For example, the roadway was closed for eight days in 2020. The City of Prospect Heights recently approved an agreement with the Metropolitan Water Reclamation District and Cook County for a flood control project, which will raise the grade of approximately 900 linear feet of Willow Road, 2-4 feet, and Owen Street, 1-2 feet, to improve storm water flow and prevent flooding. Essentially, the elevation change and culvert installation will cause water which presently stands on the street surface, to flow under the roadways.

While culverts will be added under Willow Road, there will be no change to the hydrology of the Slough and Hillcrest Lake system. Slough and Lake levels will not be impacted. The culverts under Willow Road are designed to maintain the same hydraulic conditions as presently exist. Also, there will be no change to the outflow of Hillcrest Lake.

Willow Road will close for 6-9 months, largely due to the allowance of time needed for soil settling. As the project involves fill replacement in the regulatory floodplain, City and other regulatory agencies require excavation of a commensurate amount of floodplain volume. At the Sept 27, 2022, regular park board meeting, City Administrator Joe Wade requested permission to utilize approximately 24,000 square feet at Somerset Park for compensatory water storage. The board approved and authorized me to sign Letter of Intent submitted by the City of Prospect Heights. Project managers have also secured compensatory storm water storage and associated easement agreements through the cooperative assistance of Our Redeemer Lutheran Church. The use of Church and Somerset Park locations have received preliminary conceptual regulatory approval.

Analysis

The agreement with the Park District provides for the construction, operation and maintenance of the compensatory storm water storage area. The agreement addresses construction and property restoration items. The compensation to the Park District is based on a calculation of \$1/SF, with the total amount being \$12,700.

Recommendation

Staff recommends approval of the agreement.



Prospect Heights Park District

Resolution No. 11.15.2022A

AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE PROSPECT HEIGHTS PARK DISTRICT AND CITY OF PROSPECT HEIGHTS AND FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A COMPENSATORY STORAGE AREA IN PROSPECT HEIGHTS, ILLINOIS

WHEREAS, the Prospect Heights Park District (“Park District”) seeks to enhance the quality of life for all residents of the District through the development and maintenance of park lands and facilities, utilizing available resources, as well as to promote community involvement through a variety of recreation programs, educational opportunities and special events within the City of Prospect Heights; and

WHEREAS, the City of Prospect Heights (the “City”) is a municipal entity duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, the City, together with the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”), has undertaken to design and construct a Compensatory Storage Area for stormwater storage; and

WHEREAS, the Park District is the owner of certain property located adjacent to McDonald Creek generally located near the northeast corner of Schoenbeck Road and Palatine Road, commonly referred to as Somerset Park in the City of Prospect Heights, Illinois (“Subject Park District Property”); and

WHEREAS, Park District the City requires access to land owned by the for construction of one of the Compensatory Storage Areas contemplated by the project (“Compensatory Storage Area #1”); and

WHEREAS, the Park District is willing to allow the City to use a portion of its property for the construction, operation, and maintenance of the Compensatory Storage Areas in the Subject Park District Property, namely Compensatory Storage Area #1; and

WHEREAS, an intergovernmental agreement between the Park District and City, attached hereto, has been prepared in order to set forth the fees to be paid to the Park District in support of the agreement and in exchange for the temporary construction and perpetual access for maintenance; and

WHEREAS, the City and Park District are authorized by the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act to make an agreement with each other;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS:

Section 1: The recitals set forth hereinabove shall be and are hereby incorporated as findings as if said recitals were fully set forth within this Section One.

Section 2: The Park District agrees that the intergovernmental agreement between the Park District and the City and furthers the goals of both the Park District and the City and is in the best interest of the parties.

Section 3: Any and all policies or resolutions of the Prospect Heights Park District that conflict with the provisions of this resolution shall be and are hereby repealed to the extent of such conflict.

Section 4: The Resolution shall be in full force and effect from and after its passage as provided by law.

Adopted this 15th day of November 2022 by roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Tim Jones, President
Board of Commissioners

ATTEST:

Elizabeth "Betty" Cloud, Secretary
Board of Commissioners

Date
(SEAL)

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PROSPECT HEIGHTS AND PROSPECT HEIGHTS PARK DISTRICT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A COMPENSATORY STORAGE AREA IN PROSPECT HEIGHTS, ILLINOIS

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THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") between the City of Prospect Heights, an Illinois municipal corporation ("City"), and the Prospect Heights Park District, an Illinois park district and unit of local government ("Park District"). Individually, the City and the Park District shall be referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City has undertaken the construction of two Compensatory Storage Areas for stormwater storage ("Compensatory Storage Areas"); and

WHEREAS, the City requires access to land owned by the Park District for construction of one of the Compensatory Storage Areas contemplated by the project ("Compensatory Storage Area #1"); and

WHEREAS, the City requires access to land owned by Our Redeemer Lutheran Church for construction of one of the Compensatory Storage Areas contemplated by the project ("Compensatory Storage Area #2"); and

WHEREAS, the Park District is the owner of certain property located adjacent to McDonald Creek generally located near the northeast corner of Schoenbeck Road and Palatine Road, commonly referred to as Somerset Park in the City of Prospect Heights, Illinois ("Subject Park District Property"); and

WHEREAS, the Park District is willing to allow the City to use a portion of its property for the construction, operation, and maintenance of the Compensatory Storage Areas in the Subject Park District Property, namely Compensatory Storage Area #1; and

WHEREAS, the Parties reasonably believe that the construction, operation and maintenance of certain compensatory storage area in portions of Subject Park District Property is expected to reduce the frequency and severity of flooding within the Parties' respective corporate boundaries; and

WHEREAS, based on the foregoing, the Park District has determined that it is in the public's interest to grant certain easement rights to the City in order to facilitate the construction, operation, and maintenance of Compensatory Storage Area #1; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Parties wish to define and establish their respective rights, responsibilities and obligations with respect to the construction, operation, and maintenance of the Compensatory Storage Area that is located within the Subject Park District Property.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference and made a part hereof as though fully set forth herein, the same constituting the factual basis for this Agreement.

2. Compensatory Storage Area. The City shall, at its sole cost and expense, design and construct two Compensatory Storage Areas for storm water storage. One of the areas is on property located within the Subject Park District Property owned by the Park District, known as Compensatory Storage Area #1. The majority of the proposed compensatory storage area is located within the floodplain and therefore construction of the storage area will have minimal impact on the Subject Park District Property. The City's design and construction plan for the compensatory storage area attached hereto as Exhibit A. The Parties specifically acknowledge that the plans and specifications attached hereto as Exhibit A at the time of execution of this Agreement may be preliminary in nature and may not be the Final Approved Plans and Specifications. Accordingly, the Parties agree that the Approved Plans and Specifications, once completed and agreed upon by both Parties, shall be attached to this Agreement as Exhibit A and shall replace any preliminary plans and specifications attached hereto at the time of execution. The Parties, through their respective City Administrator and Executive Director, shall execute an appropriate document confirming the attachment of the Approved Plans and Specifications to this Agreement.

3. Compensation. The Parties have mutually agreed to compensation for the City's use of the Park District Subject Property. The majority of the proposed Compensatory Storage Area is located within the floodplain. The Parties have agreed that the City will compensate the Park District for a license to utilize the portion of the Subject Park District Property located outside the floodplain. The agreed to compensation is in the amount of \$1 per square foot. The Parties have agreed that the fair and equitable compensation for license to utilize this portion is in the amount of \$12,700.00. The process for the Park District to receive payment shall be as follows:

- a. The Parties approve and execute this Intergovernmental Agreement;
- b. The approval and execution of the "Intergovernmental Agreement By And Between The City Of Prospect Heights, The County Of Cook, And The Metropolitan Water Reclamation District Of Greater Chicago For Design, Construction, Operation, And Maintenance Of A Flood Control

Project At Willow Road On McDonald Creek Tributary A", attached hereto as Exhibit D; and;

- c. Final review of and approval of the City's Plans and Specifications as outlined in Paragraph 5.

4. Easements. To facilitate the construction, operation and maintenance of the Compensatory Storage Area, the Park District shall grant to the City certain temporary construction easement rights and certain perpetual access and maintenance easement rights in and to the Park District Subject Property to be used for stormwater storage purposes. The temporary construction easement and perpetual access and maintenance agreement shall be in substantially the form attached hereto as Exhibit B and incorporated herein by reference, subject to such additional modifications as mutually agreed to by the Parties in writing.

5. Review of City's Plans and Specifications. The City shall submit to the Park District for review and comment the proposed plans and specifications for Compensatory Storage Area #1 to be constructed by the City in the Park District Subject Property pursuant to this Agreement. The proposed plans and specifications shall be prepared in accordance with all applicable City ordinances, County of Cook Ordinances, and State and Federal statutes, rules, and regulations.

6. Schedule of Construction. The Parties shall reasonably cooperate in coordination of the construction, operation and maintenance contemplated by this Agreement or any exhibits hereto, so as to minimize any adverse impact on Park District property and operations. The City shall notify the Park District in writing at least thirty (30) days prior to commencement of construction, staging or site preparation for any construction, operation and maintenance contemplated by this Agreement or any exhibits attached hereto. The City shall also provide the Park District with a copy of the construction schedule for any construction, operation and maintenance contemplated by this Agreement or any exhibits attached hereto, as the same may be revised from time to time.

7. Restoration of the Park District Property.

a. Following the City's completion of the Compensatory Storage Area, the City shall, at its sole cost and expense, restore all affected portions of the Park District Subject Property to the same or similar condition as existed prior to the commencement of any construction thereon by the City, which is further detailed in Exhibit C.

b. All restoration, repair and replacement shall be completed to the reasonable satisfaction of Park District within thirty (90) days after the completion of the Compensatory Storage Area or, if due to weather conditions or other circumstances which in the Parties opinion would make any such restoration, repair and replacement inadvisable, then within such later time period as the Parties reasonably agree.

8. Maintenance and Repair of the Compensatory Storage Area. The City shall maintain the Compensatory Storage Area in such a manner so as to ensure that the Storage Area remain in good working order and repair at all times and will further ensure that the Compensatory Storage Area comply at all times with applicable federal, state and local law, including the ordinances and regulations of the County of Cook and the City of Prospect Heights. The Specifications for Restoration and Maintenance of the Compensatory Storage Area are further detailed in Exhibit C.

9. Indemnification and Hold Harmless. To the fullest extent permitted by law, the Parties agree to indemnify, defend, save and hold harmless the one another and their elected and appointed officials, officers, employees, agents, and volunteers (individually and collectively, the "Indemnitees") from and against any and all liabilities, claims, losses, and/or demands for personal injury and/or property damage, including reasonable attorneys' fees, arising out of or caused by any act or omission of the City or Park District, any contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, arising out of or in connection with any work or activity performed pursuant to this Agreement, the grants of easement contemplated by this Agreement, any work or activity performed on or in the Subject Park District Property which relates to or involves the compensatory Storage Area constructed and installed by the City, and/or any work or activity performed in connection with the City's construction, operation, or maintenance of the Compensatory Storage Area.

10. Subsequent Modifications. The Park District retains the right of access to and use of the Subject Park District Property in any manner not inconsistent with the rights granted to the City under this Agreement or any exhibits attached hereto. The City shall not modify any Compensatory Storage Area constructed pursuant to the terms of this Agreement or any exhibits attached hereto, or add any additional improvements not specifically included in this Agreement or any exhibits or addenda attached hereto, without the prior, express written approval of the Park District.

11. Insurance. At all times while this Agreement remains in effect, each Party shall procure adequate insurance and/or self-insurance to protect itself, its officers, employees and agents from any liability for bodily injury, death and/or property damage in connections with the stormwater improvements constructed pursuant to this Agreement or any exhibits attached hereto.

12. Termination.

A. The City may, in its sole discretion and prior to the construction of any Compensatory Storage Area, declare this Agreement, including any exhibits attached hereto, null and void by sending the Park District the appropriate written notice pursuant to paragraph 18 below.

B. The Park District may, in its sole discretion, declare this Agreement, including any exhibits attached hereto, null and void by sending the City the appropriate written notice pursuant to paragraph 18 below in the event the City does not enter into an agreement for the construction of the Compensatory Storage Area contemplated by this Agreement or by any exhibits attached hereto within two (2) years from the execution date of this Agreement.

13. No Waiver. No waiver of any rights which either Party has in the event of any default or breach by City under this Agreement shall be implied from the failure by the other Party to take any action on account of such breach or default, and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

14. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and any modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

15. Severability. Invalidity by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

16. Law Governing. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

17. Captions and Paragraph Headings. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

18. Notices. All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

Notice to Park District:

Christina Ferraro
Executive Director
Prospect Heights Park District
110 W. Camp McDonald Rd.
Prospect Heights, IL 60070

Notice to City:

Joe Wade
City Administrator
City of Prospect Heights
8 N. Elmhurst Road
Prospect Heights, IL 60070

Notices shall be deemed given and effective upon receipt by the Party to whom it was sent.

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19. No Waiver of Tort Immunity. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

20. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

21. Compliance with Laws. The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes.

22. Counterparts. This Agreement may be executed in counterparts that, taken together, will be effective as if they were a single document. Signatures transmitted by a Portable Document Format (.pdf) file or facsimile shall be treated as originals.

23. Prevailing Party. The prevailing party in any suit or action to enforce the provisions of this Agreement shall be entitled to recover his or her costs in enforcing this Agreement, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

PROSPECT HEIGHTS PARK DISTRICT

CITY OF PROSPECT HEIGHTS

President, Board of Park Commissioners

Acting Mayor

ATTEST:

ATTEST:

Secretary, Board of Park Commissioners

City Clerk

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EXHIBIT A

Approved Plans and Specifications

DRAFT



EXHIBIT B

Form Temporary Construction Easement and Perpetual Access
and Maintenance Easement Agreement

DRAFT

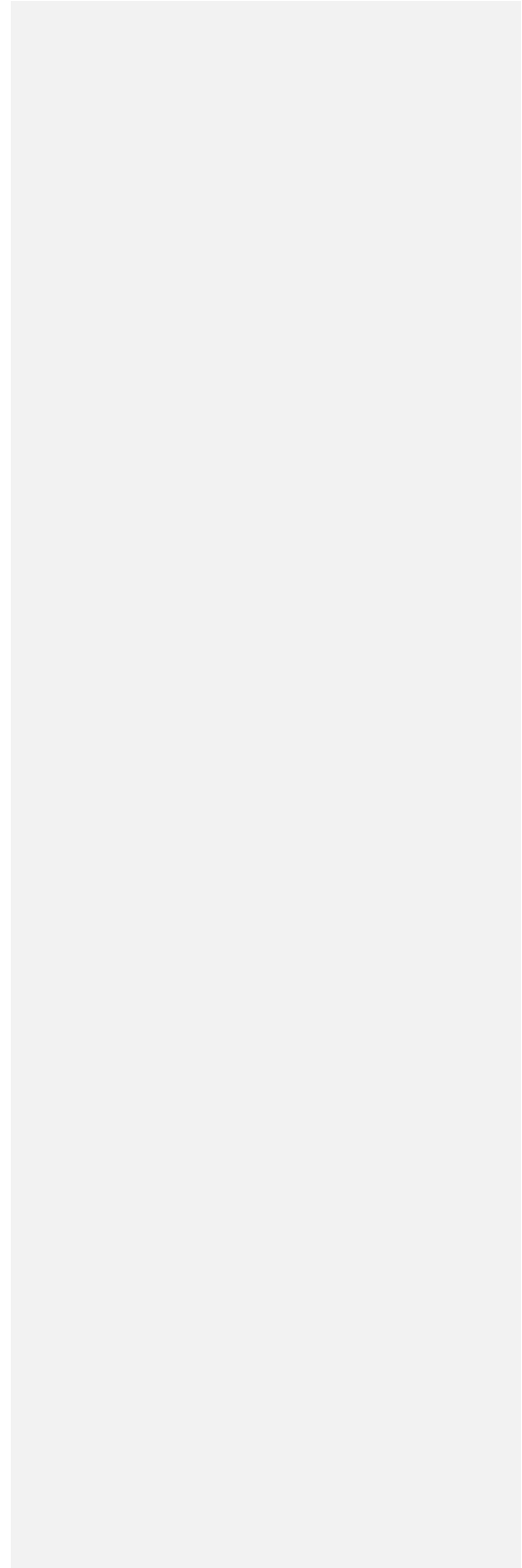


EXHIBIT C

Specifications for Restoration and Maintenance

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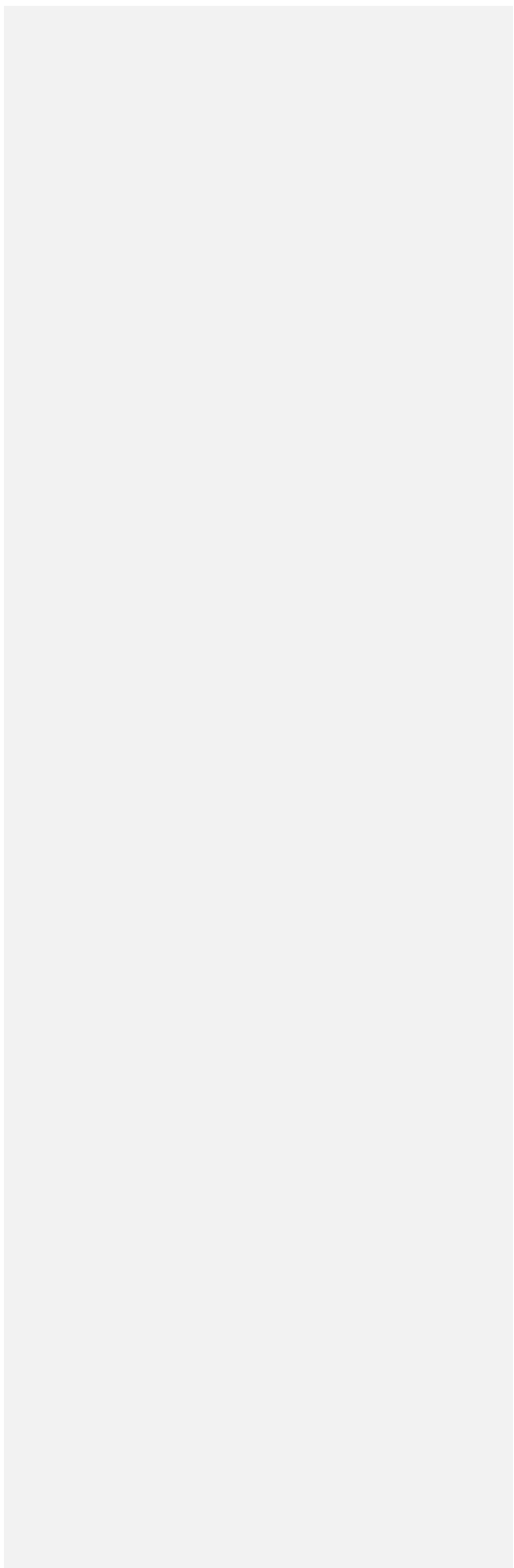


EXHIBIT D

Intergovernmental Agreement By And Between The City Of Prospect Heights, The County Of Cook, And The Metropolitan Water Reclamation District Of Greater Chicago For Design, Construction, Operation, And Maintenance Of A Flood Control Project At Willow Road On McDonald Creek Tributary A

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