

**LEASE BY AND BETWEEN THE RIVER FOREST PARK DISTRICT
AND THE RIVER FOREST PUBLIC LIBRARY**

**THIS LEASE BY AND BETWEEN THE RIVER FOREST PARK DISTRICT AND
THE RIVER FOREST PUBLIC LIBRARY** (“Lease”) is entered into by and between the River Forest Park District, an Illinois park district (“Park District”), and the Board of Library Trustees of the Village of River Forest, an Illinois local library (“Library”).

WITNESSETH

WHEREAS, on July 1, 1923, the Park District and the Library entered into a ninety-nine (99) year lease, as amended on March 26, 1959 (as amended, the “Original Lease”), which allowed the Library to occupy, improve and use property owned by the Park District; and

WHEREAS, the Original Lease was entered into pursuant to approval of a referendum under the Illinois Libraries in Parks Act, 75 ILCS 65/1, *et seq.*; and

WHEREAS, the Original Lease expires on July 1, 2022, and the Park District and the Library desire to terminate the Original Lease and enter into this Lease in order to allow the Library to continue to occupy, improve and use property owned by the Park District; and

WHEREAS, the Park District and the Library are authorized to enter into this Lease pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and the Illinois Libraries in Parks Act, 75 ILCS 65/1, *et seq.*; and

WHEREAS, the Park District and the Library find that the public’s health, safety and welfare would be best served by entering into this Lease;

NOW THEREFORE, it is hereby agreed by and between the Park District and the Library as follows:

1. **INCORPORATION OF RECITALS.** The recitals hereto, as set forth above are incorporated herein by reference and are made part hereof.
2. **ORIGINAL LEASE TERMINATED.** The Original Lease is hereby terminated.
3. **LEASE AND TERM.** In consideration of Ten and No/100 Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, the Park District agrees to and does hereby demise and lease to the Library for a period of fifty (50) years from December 1, 2021 through November 30, 2071, the following described tracts of land (collectively the "Premises") on which there are a building, related structures and improvements owned by the Library:

Parcel 1:

THE SOUTH 57.50 FEET OF LOT 74 AND THE NORTH 42.50 FEET OF LOT 75 IN RIVER FOREST LAND ASSOCIATION'S ADDITION TO RIVER FOREST, IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN RIVER FOREST, COOK COUNTY, ILLINOIS.

Parcel 2:

THAT PART OF LOT 74 IN RIVER FOREST LAND ASSOCIATION'S ADDITION TO RIVER FOREST, IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN RIVER FOREST, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 74; THENCE NORTH 01 DEGREES 48 MINUTES 27 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 74 57.50 FEET, TO THE NORTH LINE OF THE SOUTH 57.50 FEET OF SAID LOT 74; THENCE NORTH 88 DEGREES 03 MINUTES 19 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH 57.50 FEET OF SAID LOT 74, 153.35 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 54 MINUTES 49 SECONDS WEST, 10.41 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 11 SECONDS EAST, 25.00 FEET; THENCE SOUTH 01 DEGREES 54

SECONDS 49 MINUTES EAST, 10.39 FEET TO SAID NORTH LINE OF THE SOUTH 57.50 FEET OF SAID LOT 74; THENCE SOUTH 88 DEGREES 03 MINUTES 19 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH 57.50 FEET OF SAID LOT 74, 25.00 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Parcel 2 shall be removed from the Premises if, on or before December 31, 2021, or such later date agreed to by the Park District and the Library, the Village of River Forest has not approved a planned development permit for an air handler to be installed thereon.

4. **USE OF PREMISES.**

A. The Library shall have the continuing authority to erect and maintain a Library building and related structures and improvements on the Premises, which shall be under the exclusive control and supervision of said Board of Library Trustees, so long as such building shall be used as a free, public library. The Library covenants to keep all structural and mechanical elements of the Premises in good order, repair and condition, at its sole cost and expense.

B. The Park District shall not be obligated to make repairs, replacements or improvements of any kind upon or to the Premises, or any equipment, facilities or fixtures contained therein or serving the Premises, all of which shall be the sole cost and responsibility of the Library.

C. The Library shall not use, store, generate, treat, transport or dispose of any environmentally hazardous, toxic, or dangerous substance, waste or material in or upon the Premises in a manner not authorized by State or Federal law, regulation or requirement.

D. The Library shall cause no damage to the Premises and shall keep the same in good condition as determined by the Library in its reasonable judgment in compliance with Section 4.A., ordinary wear and tear excepted.

E. The Park District makes no warranty or representation about the condition of the Premises or any other Park District property being used by the Library. The Library acknowledges that it is familiar with the Premises and that it is in good condition and meets its needs for its operations.

F. In accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, every contractor and subcontractor performing work covered by the Act at or upon the Premises shall pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/0.01 *et seq.* The Library shall pay all costs for any work done on the Premises during the term of this Lease and not permit any lien to stand against the Premises or the Park District's public funds.

5. **COSTS, INSURANCE, INDEMNIFICATION AND HOLD HARMLESS.** The entire cost of the erection of said building, related structures and improvements, and the maintenance and administration thereof shall be borne by the Library. To that end, the Library shall provide janitorial, cleaning, lawn care and landscaping and snow plowing and snow removal for the Premises at its sole cost and expense. The Park District is not responsible for providing any electrical, gas, water and sewer, telephone, internet and such any other utilities or services. The Library shall ensure the Premises is served with electrical and gas services. The Library is solely responsible for the costs and expenses of all supervision and security services associated with the Premises. All

liability to employees, to third parties and to the public, or otherwise, growing out of the erection, use and maintenance of said building, related structures and improvements, and the Premises, shall be borne by the Library. The Library shall comply with the insurance, indemnification and hold harmless requirements in **EXHIBIT A** attached hereto and made a part hereof.

6. **REMOVAL OF IMPROVEMENTS.** In case of the total or partial destruction of any building, related structures or improvements erected on the Premises, the Library is hereby granted the right to rebuild or repair, and if it sees fit so to do, the right to remove from and sell any portion of said building, related structures or improvements not destroyed. Any portion of said building, related structures or improvements not rebuilt or repaired and all debris or wreckage incident thereto, shall be removed from the Premises by the Library within a reasonable time after a total or partial destruction thereof. At the later of the end of the term of this Lease or any extension hereof, the Library shall leave the Premises in a usable condition which is substantially similar to the condition of the Premises during the Library's use thereof.

7. **SPECIAL ASSESSMENTS AND SPECIAL TAXES.** All special assessments and special taxes, including real property taxes or assessments, levied after this date and during the period of this Lease relative to the Premises, of every nature and kind, shall be borne and paid by the Library promptly when due.

8. **COMPLIANCE WITH LAWS.** The Library and the Park District agree, for itself and its contractors, agents, employees, members, guests and invitees that it shall fully comply with all applicable Illinois state and local laws, ordinances and governmental regulations, and shall not make any use of the Premises which, directly or indirectly, is

forbidden by Illinois state or local law, ordinance or governmental regulation, or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Premises or covering the operation of the Premises.

9. **BREACH AND REMEDY.** Except in the case of an emergency, in the event either party deems that there has been a breach of this Lease, the party alleging a breach will provide thirty (30) days' notice to the other party to remedy the breach; provided, however, that such breach shall not constitute an actionable breach if it cannot be cured within said thirty (30) days and the party in breach, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the breach and in any event cures such breach within a reasonable time after such notice. In the event the breaching party fails to remedy the breach within the requisite time period, the party alleging the breach may either remedy the breach or seek any appropriate remedy at law or in equity. In the case of a genuine emergency, the party alleging the breach may take steps to remedy the breach before the expiration of the requisite notice provision and the other party shall pay all costs to remedy the breach.

10. **SUCCESSORS AND ASSIGNS.** Subject to the limitations of the second sentence of this paragraph, each provision hereof shall bind, extend to and inure to the benefit of the parties and their respective heirs, administrators, devisees, legal representatives, successors and assigns. The foregoing notwithstanding, this Lease shall not inure to the benefit of any assignee, heir, administrator, devisee, legal representative, transferee or successor of the Library except upon the prior written consent of the Park District in its sole discretion.

11. **NOTICES.** Any notices required by this Lease shall be in writing and shall be hand delivered, sent by certified mail, return receipt requested, or by a nationally recognized overnight courier service as follows:

To the Park District: Executive Director
River Forest Park District
401 Thatcher Ave.
River Forest, IL 60305

To the Library: Director
River Forest Public Library
735 Lathrop Ave.
River Forest, IL 60305

12. **GENERAL PROVISIONS.** This Lease is subject to the following general provisions:

A. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

B. This Lease embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Lease shall supersede all previous communications, representations or leases, either verbal or written, between the parties hereto, except as expressly provided herein.

C. This Lease shall be governed by the laws of the State of Illinois and jurisdiction for any litigation shall be in the Circuit Court of Cook County, Illinois. The prevailing party in any action relative to this Lease shall be entitled to an award of its attorney's fees and costs from the other party.

D. If any portion of this Lease is deemed unenforceable, then it shall be severed and stricken from this Lease and the remainder shall remain in full force and effect.

E. This Lease shall not be construed against any party by virtue of a party's attorney drafting all or part of this Lease. It has been drafted for the benefit of both parties and been reviewed by their respective attorneys.

F. This Lease is entered into solely for the benefit of the parties, and nothing in this Lease 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 Lease, or to acknowledge, establish or impose any legal duty to any third party.

G. This Lease is for the period of time set forth herein. Time is of the essence.

H. Neither this Lease nor any memorandum thereof shall be recorded on title to the Premises.

I. The Park District shall have the right to enter and inspect the Premises one (1) time each year at a reasonable time to confirm the Library is in compliance with the terms of this Lease, or more frequently in the event of "Significant Damage or Destruction" (as defined below in this Section 12.I.) to the Library building and related structures. Significant Damage or Destruction shall mean fire, damage or other casualty which results in repair costs of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) or more.

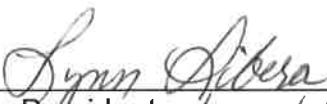
13. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in this Lease is intended to constitute, nor shall constitute, a waiver of the defenses available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to claims against any party by third parties.

14. **CONTINUITY OF OBLIGATIONS.** The parties acknowledge that there are certain obligations and responsibilities relative to the construction of an air handler by the Library contained in their “Memorandum of Understanding” dated June 23, 2021, and that those obligations and understandings shall continue until construction is completed or that project is no longer viable because by December 31, 2021, or such later date as the Library and the Park District agree, the Village of River Forest has not approved a planned development permit for an air handler to be installed.

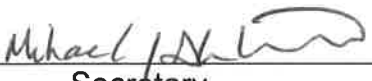
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IN WITNESS WHEREOF, the Park District has caused this Lease to be signed by its President and attested by its Secretary, and the Library has caused this Lease to be signed by its President and attested by its Secretary, on the dates set forth below. This Lease may be executed in counterparts by the parties hereto, each of which shall be an original and each of which shall constitute but one and the same Lease.

RIVER FOREST PARK DISTRICT


By: 
President *Lynn Libera*

ATTEST:


Secretary

Dated: November 8, 2021

BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF RIVER FOREST

By 
President

ATTEST:


Secretary

Dated: November 9, 2021

EXHIBIT A

INSURANCE, INDEMNIFICATION AND HOLD HARMLESS REQUIREMENTS

INSURANCE AND INDEMNIFICATION

Park District and Library agree to provide insurance and allocate the risk of loss as follows: Library, at its sole cost and expense but for the mutual benefit of Park District and Library (as used in this Paragraph, the term "Park District" shall include Park District and its officers, agents, servants and employees and the term "Library" shall include Library's agents, servants and employees), shall purchase and keep and maintain in force and effect during the Term hereof, insurance under policies issued by insurers of recognized responsibility on its fixtures and Library's improvements including but not limited to, special wall and floor coverings, special lighting fixtures, built-in cabinets and bookshelves and on its contents, furniture, equipment or other personal property located in the Premises protecting Park District and Library from damage or other loss caused by fire or other casualty, including but not limited to, vandalism and malicious mischief, perils covered by all risk and extended coverage, theft, sprinkler leakage, water damage (however caused), explosion, malfunction or failure of heating and cooling or other apparatus and other similar risks and amounts not less than the full insurable replacement value of such property. Such insurance shall provide that it is specific and not contributory and shall name Park District as an additional insured and shall contain a replacement cost endorsement in a clause pursuant to which the insurance carriers waive all rights of subrogation against Park District with respect to losses payable under such policies. Library shall deliver certificates of insurance to Park District evidencing such coverage upon execution hereof and thereafter not less than fifteen (15) days prior to the expiration of any such policy. Library fully understands and agrees that the Park District does not assume the care, custody, or control of any personal property or equipment brought upon the Premises. Library is solely responsible for the care, custody, and control of any property or equipment brought onto the Premises, and for insuring the Library's property and equipment thereon.

Library shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance

Library 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 location.

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, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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 Park District.

B. Business Auto and Umbrella Liability Insurance

If applicable, Library 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

Library shall maintain workers' compensation and employer's liability insurance. The commercial umbrella and/or employer's 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.

Library waives all rights against Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Library's use of the Premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to the effective date of the Lease, the Library shall furnish 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.

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

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

Park District shall have the right, but not the obligation, of prohibiting Library from occupying 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.

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

b. 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.

c. Cross-Liability Coverage

If Library'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.

d. 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, the Library may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents, or be required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Indemnification

Library 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 (attorney's

and paralegals' fees and court costs), arising from or in any way connected with (i) the use of the Premises or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the Premises during the use; (ii) any act, omission, wrongful act or negligence of Library or any of Library's contractors or subcontractors, or the directors, officers, agents, employees, invitees of Library or Library's contractors or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or at the Premises, 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. Library shall similarly protect, indemnify and hold and save harmless the Park District, its officers, 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 Library's breach of any of its obligations under or Library's default of any provision of this Lease.

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