

INTERGOVERNMENTAL LEASE EXTENSION AGREEMENT
LEASE OF SPACE AND GROUNDS AROUND SCHOOL BUILDINGS
AND USE OF SCHOOL BUILDINGS (AVOCA)

THIS INDENTURE, made in the Village of Glenview, County of Cook and State of Illinois, on this ____ day of _____, 2016, between Avoca School District #37, Cook County, Illinois, hereinafter referred to as Lessor, and Glenview Park District, a municipal corporation of Glenview, Cook County, Illinois, hereinafter referred to as Lessee,

WITNESSETH

In accordance with the provisions of Paragraph 5, of the Lease provisions entered into by Lessor and Lessee, for a period commencing February 1, 1986, as amended from time to time, the Parties hereby agree to the extension of the aforesaid leasehold.

The Parties mutually acknowledge that although these arrangements were initially structured and historically carried out using formal leasehold terminology, the purpose of this and the predecessor legal instruments was and is to provide for an intergovernmental exchange of services and space-sharing at the school site.

The effective date of the extension of these arrangements shall be February 1, 2016, and ending January 31, 2026, or for a period of ten (10) years, unless further renewed or sooner terminated under the conditions set forth in the Original Lease Agreement. The Parties confirm that the originally stated net rental due Lessor from Lessee (One Dollar, \$1.00 per year) was intended to convey that the arrangement is essentially rent-free and the actual consideration hereunder consists of the mutual undertakings and exchanged services of the Parties. Beyond this, all conditions contained in the predecessor instruments, except only as added in a new Paragraph 8 to the Original Lease (see below), shall apply.

As to clarifications of the Original Lease, the following shall be observed during this extended Lease Term in the form of an added Paragraph 8 thereto:

8. (Miscellaneous)

a) The "Except" portion of the Original Lease's legal descriptions shall not be deemed to preclude Lessee's access to school building(s) for recreational programs with the terms of Paragraph 1(d) thereof;

b) Restating and supplementing Paragraph 7 of the Original Lease, the Parties hereto agree that this Lease may be mutually amended at any time during the term hereof or any extension or renewal hereof, insofar as the same is applicable to any one or more portions of the parcels leased herein. In the event that any portion of said property included in this Lease is needed for school purposes or the school board decides to sell any part or all of said property, the Lessor shall give written notice by mail to Lessee at its office address of Lessor's intention to amend the instant lease by removing the said portion from said Lease, said notice to be at least ninety (90) days prior to the date said property is to be so removed from the provisions of the instant Lease. If such circumstances occur, Lessee has the right at any time to terminate or modify through good-faith negotiation this Lease by given written notice by mail to the Lessor at Lessor's office address within ninety (90) days prior to the written Notice of Removal referenced above;

c) Paragraph 2(c) of the Original Lease shall be modified to add to its terms the following sentence: "Except for wood mat-type surfaces which Lessee will provide and install, other surfaces under the play apparatus, when and as needed, installed or updated, shall be supplied and maintained by Lessor, unless otherwise agreed with Lessee;"

d) Paragraph 2(d) of the Original Lease describing Lessee's maintenance of grounds, shall be modified to delete the terms "watering, edging, cultivating, weeding,

mowing," so as to now read: "maintain grounds owned by Lessor at this site including mowing, trimming, tree pruning and other maintenance standards mutually acceptable to both Parties. Lessee inspects the playgrounds monthly and will provide inspection reports;" and


e) The fundamental purpose of the Parties based on their exercise of intergovernmental contract powers as units of local government of Illinois as well as the State's School Code and Parks Code, and the power and discretions afforded them under the Recreational Use of Land and Water Areas Act, is to promote, expand and maximize public recreational playground sports opportunities for school children and other inhabitants of the county. In so doing, the Parties wish to avail themselves of all rights under the Tort Immunity Act of Illinois, including Section 3-106 thereof, to the fullest extent authorized by law.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their duly authorized officers and attested the day and year first above written.

ATTEST:


Secretary

GLENVIEW PARK DISTRICT, Lessee

By: 
Its President

ATTEST:

Secretary

AVOCA SCHOOL DISTRICT 37, Lessor

By: _____
Its President