PATRIOTS PARK LICENSE AGREEMENT

The following Agreement is between the Board of Education of Prospect Heights School District No. 23, Cook County, Illinois (the "School District"), and the Arlington Heights Park District, an Illinois park district and unit of local government (the "Park District") with an effective date (the "Effective Date") as set forth in Section II.F. Individually, the School District and the Park District shall be referred to as a "Party" and collectively, as the "Parties."

The Parties agree as follows:

I. Use of Patriots Park:

A. Description of Property. The School District has all rights, title, and interest in Patriots Park, located at 1815 N. Dale Avenue, Arlington Heights, Illinois ("Patriots Park"), legally described in Exhibit A to this Agreement.

B. Use. The School District hereby grants a license to the Park District to use and maintain Patriots Park for park and recreational purposes. This Agreement shall replace and supersede the existing agreement between the Parties for the use of Patriots Park dated May 22, 1990 and extended for an additional twenty-five (25) years on April 16, 2015 with a scheduled termination date of May 21, 2040. The Park District's use of Patriots Park shall conform to the requirements set forth on Exhibit B, attached hereto and incorporated herein.

C. Park District Compliance with Laws and Policies. The Park District shall comply with all applicable federal, state, and local laws, including zoning requirements related to its use of Patriots Park. The School District shall have no obligation to obtain any zoning relief or other approvals from the municipality or county related to the Park District's use. However, in the event any zoning relief or other approvals from the municipality or county are determined by the Park District to be necessary in order to facilitate use of Patriots Park for park and recreational purposes, the School District shall reasonably cooperate with Park District in connection with any Park District efforts to secure zoning relief or other approvals.

D. Maintenance of Property/Waiver of Claims. The Park District agrees to maintain Patriots Park and to do so at its sole expense. When the School District has actual knowledge of any defects or maintenance issues concerning Patriots Park, it shall give reasonably prompt notice to the Park District concerning the same. In the event of damage to Patriots Park, the Park District shall immediately notify the School District of the damage. If the Park District does not repair damage to Patriots Park within a reasonable period of time as mutually agreed upon by the Parties, the School District may repair the damage at the Park District's expense. The Park District shall reimburse the School District for any additional costs within 14 days after the School District provides a written invoice for such costs to the Park District. The Park District shall be limited to its own insurance coverages and resources to pay for damage to its property or fixtures and hereby holds harmless, releases, and agrees not to sue the School District related to any damage or claim of damage to the Park District's property, or its invitee's property, except to the extent such damage or claim of damage is caused in whole or in part by the negligent or intentional acts or omissions of School District.

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II. Miscellaneous Provisions:

A. Indemnification. To the full extent permitted by law, and except to the extent caused in whole or in part by the negligent or intentional acts or omissions of School District, the Park District shall indemnify and hold harmless the School District, its Board, Board members, employees, agents and successors against all claims, losses, liability, costs, and expenses (including attorneys' fees) related to (i) damages to property or injury to person (including death) that may arise out of or in connection with the Park District's or its employees use of Patriots Park or (ii) any violations of law related to Park District's use of Patriots Park.

To the full extent permitted by law, and except to the extent caused in whole or in part by the negligent or intentional acts or omissions of Park District, School District hereby agrees to defend, indemnify and hold the Park District, its officers, appointed and elected officials, employees, agents and successors harmless from and against all claims, damages, losses and expenses arising from any negligent or intentional act or omission by the School District that arises out of or relates to its access to or use of Patriots Park.

B Insurance. During the term of this Agreement, Park District, at its sole cost and expense, and for the benefit of the School District, shall carry and maintain, with companies and in forms reasonably satisfactory to the School District, Commercial General Liability Insurance including fire legal liability, bodily injury, personal injury and property damage limits of not less than $3,000,000 per occurrence, written on an occurrence basis and at all times naming the School District, its public officials, employees, volunteers and agents as additional insured.

In the event that the Park District is self-insured, member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, the Park District shall keep in force at all times during the term of this agreement, General Liability coverage including fire legal liability specifically including bodily injury, personal injury and property damage limits of not less than $3,000,000 per occurrence provided on an occurrence basis and at all times specifically extending that coverage to the School District its public officials, employees, volunteers, and agents as additional insured. School District acknowledges and agrees that Park District's membership in the Park District Risk Management Agency ("PDRMA") and its naming of School District, and its public officials, employees, volunteers, and agents as an additional insured as allowed under the applicable policy or policies of PDRMA satisfy the requirements of this Section II.

Prior to the commencement of the term hereof, the Park District shall furnish the School District with a certificate of insurance showing the required coverage to be in effect and naming the School District, its board members, officers, agents, successors, and assigns as additional insureds. Park District shall provide at least sixty (60) days' written notice to the School District of termination and/or cancellation of the policy naming School District as an additional insured.

To the extent that the School District accesses Patriots Park pursuant to any right of access reserved or granted under this Agreement, including but not limited to Section I.D., it shall add the Park District as an additional insured to its general liability insurance for claims for injuries to persons or damages to property, which may arise from or in connection with the School District's

access to Patriots Park.

C. Intentionally Omitted.

D. **No Transfers.** No Party shall sell, assign or otherwise transfer its interest under this Agreement without the written approval of the other Party. The provisions set forth in this Agreement shall be binding upon and inure to the benefit of the approved successors and assigns of the Parties.

E. **Entire Agreement.** This Agreement shall constitute the entire agreement of the Parties hereto with respect to the Property and activities hereunder and supersedes all prior agreements and understandings, whether written or oral, formal or informal. The Parties may not amend this Agreement except by means of a written document signed by authorized representatives of the Parties.

F. **Term and Termination.** This Agreement is effective as of the date the last of the Parties approves the Agreement, and shall continue in full force and effect until May 21, 2040~~s~~. Notwithstanding the foregoing, the School District may terminate this Agreement upon delivery of twenty-four (24) months prior written notice to the Park District.

G. **Notice.** Any notice, request, demand, or other communication provided for by this Agreement must be in writing and will be deemed to have been duly received upon (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery, (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier, or (c) three calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notices shall be served at the following addresses:

Arlington Heights Park District	Prospect Heights School District No. 23
Attn: Executive Director	Attn: Superintendent
410 N. Arlington Heights Rd.	700 N. Schoenbeck Rd
Arlington Heights, IL 60004	Prospect Heights, IL 60070

H. **Governing Law.** Illinois law governs this Agreement without regard to conflict of law principles. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

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IN WITNESS WHEREOF, duly designated officials or officers of the Parties have executed this Agreement.

Board of Education of Prospect Heights School District No. 23, Cook County, Illinois	Arlington Heights Park District, Cook County, Illinois
By:	By:
_____ President	_____ President
Attest:	Attest:
_____ Secretary	_____ Secretary
Dated:_____	Dated:_____

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EXHIBIT A

LEGAL DESCRIPTION OF PATRIOTS PARK

The North 1010.40 feet of the West 275.00 feet of the West 25 acres lying North of the South 40 acres (except the highway as widened) and (except the West 33.00 feet of the North 831.06 feet) in the East Half of the Northeast Quarter of Section 21, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as Patriots Park with the common address of 1815 N. Dale Avenue in Arlington Heights.

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EXHIBIT B

Subject to the terms and conditions of this Agreement, the Park District shall have the right to conduct, recreational programs at Patriots Park during non-school hours defined as follows:

Weekdays: 4:30 p.m. to 9:00 p.m.

Weekends: All day Saturdays and Sundays throughout the school term;

Holidays: That extended period of time when school is not in session throughout the school term, including but not limited to, Thanksgiving, Winter and Spring vacations;

Summer: That period of time during the months of June, July and August and outside of the school term.

The Park District may make improvements at its expense, in and about Patriots Park, including construction of athletic fields and installation of equipment and plantings, subject to the following: (a) The School District shall have primary scheduling priority for school athletic programs, practices, games and related activities on the property, subject only to existing written third-party agreements in effect as of the Effective Date; (b) John Hersey High School shall have the right to conduct soccer practices on the southeast soccer field on weekends only if such activity is set forth in a written agreement reviewed and approved by the School District; (c) Prospect Heights Youth Baseball & Softball Association (PHYBS) shall have the right to use the northeast baseball field for games and practices only to the extent and duration set forth in the Parties' separate written agreement dated _____ (or as otherwise documented); (d) The Park District shall provide the School District with copies of all third-party user agreements and an annual schedule of park programming ~~at least thirty (30) days prior to each season~~no later than March 31 each year. If the schedule changes, the Park District shall notify the School District immediately; (e) The Park District shall obtain the School District's written approval for any permanent alterations materially affecting field layout, turf, drainage, lighting, or access; ~~and~~ (f) The School District may utilize Patriots Park at all other times when Park District programs are not scheduled, in coordination with the Park District; and (g) For any activities other than soccer, football, flag football, baseball, softball, or lacrosse, the Park District shall seek approval from the School District for such activity and the School District shall respond within five (5) business days to such request.

(a) The Park District may make improvements necessary for such programs at its expense, in and about Patriots Park, provided such improvements shall not include any buildings of a permanent nature and provided further all such improvements shall comply with all federal, state and local laws.

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(b) The plans and specifications for said improvements, including but not limited to athletic fields, shall first be submitted to the School District for approval. If such approval is withheld, the Park District shall have the right to terminate this license.

(c) Any improvements constructed and installed by the Park District in and about Patriots Park shall be removed by the Park District at the end of each season, at the Park District's expense. However, if the improvement is a permanent installation (such as a chain link fence or batting cage, for example), then the improvement need not be removed until the termination of this agreement. At the termination of this Agreement, the Park District shall restore the real estate to its original condition subject to consultation with the School District. If the structures and equipment are not removed at the written request of the School District, the School District may remove the improvements at the Park District's expense.

The School District shall allow the Park District to use the hard surface parking spaces adjacent to Patriots Park when the Park District programs are being conducted during non-school hours on a non-exclusive basis; provided however, the Park District may not use such parking spaces during the school year after school when the School District is conducting scheduled extracurricular activities. Such extracurricular activities will be identified by the School District on or before March ~~15~~31 each year when representatives from the School District and the Park District meet to develop the master scheduling calendar for the following year.

The Park District agrees at all times during the term of this license or any extension thereof (a) to maintain at its expense and keep in good and safe repair any facilities, structures, accessories and equipment constructed or installed on Patriots Park by the Park District, and (b) to maintain at its expense the turf areas and plantings on Patriots Park. The Park District shall also mow the entire area south of MacArthur School and west of Sullivan and Ross Schools, except for the areas that require hand mowing or trimming and the infield of the ball fields.

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