

**United Township High School District 30
1275 Avenue of The Cities
East Moline, IL 61244-4100**

Lease of Land for a Baseball Diamond

This lease effective April 1, 2025, between the Board of Education of United Township High School District 30, Rock Island and Henry Counties, Illinois, hereinafter called the Lessor of the one part; and the Silvis Area Youth Baseball & Softball, Inc. and East Moline-Silvis Jr. Panther Baseball, Inc., hereinafter called the Clubs of the other part, witnesses, as follows:

The Lessor hereby leases to the Clubs all that certain parcel of land described as follows to wit: A parcel of land, 862.24 feet from north to south and 835.0 feet from east to west, located in the SE corner of the following described tract, to wit:

Commencing at the SW corner of the SE 1/4 of Section 32, TWP 1BN, R 1 E of the 4th P.M.; thence E along the S line of the said SE 1/4, a distance of 30 feet; thence N 1° 16' W along the E line of a public road 623.0 feet; thence S 84° 17' 30" E, 300 feet; thence N 1° 16' W, 163.0 feet; thence N 89° 49' 30" E, 753.2 feet to the SW corner of a tract of land known as Supervisor of Assessment Parcel H-784 (the Boy Scouts Camp); thence N 89° 49' 30" E along the S line of said Boy Scouts Camp, 806.0 feet; thence S 1° 00' E, 862.25 feet to the N line of a public road; thence W along the N line of said public road, 1854.4 feet to the place of beginning. Containing 34.89 acres, more or less. Both parcels of land being situated in Hampton Township, Rock Island County, State of Illinois.

1. DEMISE. To hold the same to the Clubs for a term of five (5) years from April 1, 2025, to March 31, 2030, paying no rent therefore; however, the consideration for this lease being the making and maintaining of certain improvements thereon pursuant to the terms and conditions hereinafter set forth.

2. THE CLUBS HEREBY AGREE:

- a. That Lessors retains the right to use demised premises for the playing of baseball for its students. Accordingly, therefore, Lessors shall have first and prior right to use the said playing facilities on said premises subject, however, to the condition that if Lessors make substantial use of the said demised premises then Lessors will furnish a schedule showing dates of its use so as to avoid a continuing conflict with Club's use. Lessors shall be responsible for lining the fields during those times it uses the fields. Lessors will determine appropriate usage of fields in terms of practice, games and tournaments.
- b. To furnish unto the Lessors, or its secretary, a certified copy of the resolution of said corporation authorizing and directing said corporation to enter into this lease pursuant to its terms and conditions.
- c. That any construction of a permanent nature shall not be undertaken without first having submitted detailed written plans, specifications, designs or layouts with estimated costs of any proposed improvements at least four (4) months prior to any contemplated start of any improvement for Lessor's approval or rejection including, but not limited to, the following improvements:
 - (1) backstops for baseball diamond;
 - (2) permanent fence and dugout;
 - (3) concession stands;
 - (4) bleachers;
 - (5) lights;
 - (6) scoreboards;
 - (7) utility building and comfort sheds; and
 - (8) landscaping and upgrading.
- d. Not at any time, without Lessor's prior written permission, to grade, remove or take off the said land any sand, gravel, soil or minerals of any kind and shall repair all damages caused by the Clubs to the said land, restore all turf cut or removed and fill up or level down bunkers made by the Clubs. The Clubs shall

keep the premises in good order, free from all refuse and properly and suitably maintain said premises.

- e. The Lessor shall not be liable for any damage caused by Club's failure to keep said premises in repair nor for any damages caused by water, snow or ice being upon said premises and the Clubs agrees to assume all risks of loss, injury or damage of any kind or nature, whatsoever, that may hereafter be experienced upon said leased premises, whether belonging to the Clubs or whether such loss results from fire or other agencies which, whether the same be caused by the negligence or otherwise, and to save and keep Lessor harmless from claims or suits arising out of such loss, injury or damage and accordingly agrees to carry Indemnity Insurance as against the said liability in a sum not less than \$1,000,000 occurrence, \$2,000,000 aggregate, said commercial policy to have Lessor named as an additional insured on a primary and non-contributory basis. A copy of said certificate of insurance shall be delivered to the Lessor.
- f. Upon termination and any renewals thereof, the Clubs will peaceably surrender the land to the Lessor.
- g. No intoxicating liquors, beer or controlled substances shall be permitted, consumed or sold on the said premises.
- h. The Clubs shall, at its own expense, maintain all lights installed upon said premises; however, electrical power used and consumed during times when the said Lessor is using the said grounds shall be paid for by said Lessor.
- i. In the event the taxing authorities of Rock Island County, Illinois, ever see fit to tax demised premises having determined it as an income bearing property, the said Clubs shall pay said taxes. The premises are now tax exempt as school property.
- j. Said Clubs shall not assign this lease, or any portion thereof, or sublet said premises, or any part thereof.

3. THE LESSOR hereby gives the Clubs permission to operate concession stands at all times at its own profit regardless of which party hereto is sponsoring baseball games or other activities only until such time as the school premises adjacent to the leased premises are developed and used for school purposes at which time the Lessor and Clubs shall mutually determine the manner in which the said concession stand shall be used by each party and the responsibility for future utility bills and maintenance. Said agreement shall be reduced to writing and attached to and become part of this agreement.
4. All buildings, structures and other improvements of a permanent nature upon the leased premises, hereinafter to be constructed by the Clubs on the leased premises, shall not be removed without Lessor's permission and shall become and remain property of the Lessor upon the termination of this agreement.
5. Should the Board of Education decide it has need for said property for school purposes and proposed diamonds 1-4 are not needed for instructional purposes by the school, the Clubs has the option of removing fences and backstops from diamonds 1-4.
6. Should the Board of Education decide to dispose of property on the open market, and the Clubs is still active, the Clubs and the Board of Education will decide which improvements may be removed by the Clubs for its use and ownership.
7. This lease shall, at the option of the Lessor, be declared null and void upon dissolution of the corporate charter of said Silvis Area Youth Baseball, Inc. or Jr. Panther Travel Baseball or if the Clubs ceases to carry on activities for which this lease is given under a period of four months between May 1 and September 1 of any year. The Club's violation of any of the terms of this agreement shall constitute just cause for termination. Further, if at any time the demised premises are necessarily used and employed for Lessor's purposes of the Lessor resolves to sell, convey or dispose of the same, this lease may be terminated by Lessor upon written notice by Lessor.

8. The neglect or failure of said Clubs to keep the conditions or covenants, or any or either of them, shall constitute a forfeiture of all rights under this lease and the further occupancy of said demised premises after such forfeiture by said Clubs shall be deemed, held and taken as a forcible detainer thereof by said Clubs and said Lessor may, without notice, reenter and take possession therefore and, with or without force and with or without legal process, evict and dispossess said Clubs from said above demised premises.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, pursuant to resolution, this 31st day of March, 2025.

District 30 Board of Education - Rock Island and Henry Counties

By _____
Its President

Attest: _____
Secretary

Dated: _____

Dated: _____

Silvis Area Youth Baseball & Softball, Inc.

By _____
Its President

Attest: _____
Secretary

Dated: _____

Dated: _____

East Moline – Silvis Jr. Panther Baseball, Inc.

By _____
Its President

Attest: _____
Secretary

Dated: _____

Dated: _____