

R/W: BLUE ISLAND-PALOS PARK-
GOODINGS GROVE
PARCEL: 56 to 62
SE 1/4, SEC. 4 TWP. 36 RANGE 13 EAST
OF THE THIRD PRINCIPAL MERIDIAN
COOK COUNTY, ILLINOIS
C.E.CO. TAX PARCEL 2783-1, 2783-10
2783-13, 2783-14, 2783-23, 2783-26
2783-27, 3790-1 & 3790-2
C.E.CO. REGION: SOUTHERN

LEASE SUPPLEMENT NUMBER TWO

LANDLORD: Commonwealth Edison Company, an Illinois Corporation

TENANT: Village of Crestwood, a Municipal Corporation

LEASE DATED: July 1, 1989

PRIOR SUPPLEMENTS DATED: February 13, 1990

PURPOSE: Driving and parking of passenger vehicles of TENANT'S invitees, the maintenance of three soccer fields, a portable concession trailer located on a crushed stone or blacktopped pavement pad, an eight foot wide blacktop walking path, and the growth and cultivation of a lawn, all insofar as permitted by law, and for not other purpose whatsoever.

LOCATION OF PREMISES: North of Midlothian Turnpike and west of Cicero Avenue, Crestwood, Illinois.

LANDLORD and TENANT have entered into the hereinabove mentioned Lease for a five-year period commencing on July 1, 1989, and expiring on June 30, 1994, which Lease was amended by Lease Supplement Number One dated February 13, 1990, to include an eight foot wide blacktop walking path, and LANDLORD and TENANT desire to amend said Lease subject to the modifications hereinafter provided.

MODIFICATIONS:

It is mutually agreed that the said Lease is hereby extended for an additional twenty-year period commencing on July 1, 1994, and expiring on June 30, 2014, unless sooner terminated as provided in said Lease.

Furthermore, it is mutually agreed that the drawing depicting the portion of LANDLORD'S property leased hereunder, dated July 1, 1989, and marked Exhibit "A", is amended to correct the legal description as indicated on a revised drawing dated May 20, 1994, attached hereto and made a part hereof, identified as Exhibit "A-1".

The paragraph on Page 8 of the Lease dated July 1, 1989, headed "ENVIRONMENTAL PROTECTION" is hereby deleted and amended to read as follows:

"Hazardous Material: During the term of the Lease, TENANT shall not permit the LEASED PREMISES to contain, be used to store or otherwise be used to handle Hazardous Material except in compliance with federal, state or local laws, statutes, regulations, ordinances, orders, consent decrees, permits or other binding determinations of any governmental authority relating to the protection of human health and the environment (hereinafter collectively referred to as "Environmental Laws"). "Hazardous Material" means any hazardous substance, toxic substance, hazardous waste, special waste, petroleum or petroleum-derived substance or waste, asbestos or any constituent of any such substance or waste hazardous which is or becomes regulated by any local, state or national governmental authority.

Environmental Costs: TENANT shall bear the costs of any necessary remediation, removal, treatment and disposal of any Hazardous Material placed or allowed to be placed on or in the LEASED PREMISES by TENANT.

TENANT acknowledges that LANDLORD may incur costs as a result of a change in Law which makes the presence of any material present on the LEASED PREMISES as of the date hereof, whether known or unknown to LANDLORD, a violation of such new Law. TENANT agrees that any such costs incurred by LANDLORD due in whole or in part to the activity of TENANT, for complying with such new Law shall be an

expense recoverable by LANDLORD. To the extent any such expense is subsequently recovered or reimbursed through insurance or recovery from responsible third parties or other action, TENANT shall be entitled to a proportionate share of such expense to which such recovery or reimbursement relates.

Notice: TENANT agrees to provide LANDLORD with written notice; (1) upon the TENANT'S obtaining knowledge of any potential or known release, or threat of release, of any Hazardous Material on or from the LEASED PREMISES or (2) upon TENANT'S receipt of any Notice of any such potential or known release or threat of release from any governmental authority.

Indemnification: TENANT agrees to protect, indemnify, defend, and hold harmless LANDLORD and its agents and employees (collectively, "Indemnitees") from and against, and promptly pay to or reimburse the Indemnitees for, any liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees and expenses) arising out of, caused by or in any manner whatsoever connected to: (a) the breach by TENANT of any environmental representation in this Lease; and (b) the presence of any Hazardous Material in the LEASED PREMISES, or the release or threatened release of any Hazardous Material in, to or from the LEASED PREMISES, provided that the Presence of the Hazardous Material or release or threatened release is not due solely to the LANDLORD'S activities. This indemnification obligation shall survive the termination or expiration of this Lease."

Paragraph 4 on Page 7 under "USE OF PREMISES" of the Lease dated July 1, 1989, is hereby deleted and amended to read as follows:

"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 driven, moved or transported thereon. Neither shall any activity which could result in a wire to ground electrical contact or damage to towers or poles be allowed. Such activities include, but are not limited to, flying kites, model airplanes, driving minibikes, go carts and snowmobiles. TENANT shall post signs prohibiting such activities."

The paragraph on Page 17 of the Lease dated July 1, 1989, headed "AUTHORITY TO ACT" is hereby deleted and amended to read as follows:

"This agreement shall be executed for and on behalf of the TENANT pursuant to a resolution adopted by the Village of Crestwood, the TENANT, at a regular meeting held DECEMBER 1, 1994, and signed by the officers therein designated as signatories and attested by the clerk of such TENANT and a certified copy of such resolution shall be attached hereto and made a part hereof as evidence of the authority herein exercised by the undersigned officers executing the Lease."

The following paragraph is added to the Lease dated July 1, 1989.

MODIFICATION OF AGREEMENT BASED UPON CHANGE IN LAW: During the term of this Lease, if any law, ordinance, rule, ruling or regulation (collectively "Laws") is enacted by any authority having jurisdiction over LANDLORD, which places any additional burden on LANDLORD as a result of TENANT'S use of the Leased Premises for any purpose, or if the use of the Leased Premises violates, any Laws hereinafter enacted, then and in such event, LANDLORD reserves the right to review and modify the terms and conditions of this Lease to ensure that all provisions are in compliance with the Laws. Based upon said review, LANDLORD shall have the right to modify the Lease and shall advise TENANT, in writing, within sixty (60) days of any such change(s). TENANT shall

accept the change(s) and shall execute and return to LANDLORD a modification to the Lease ("Modification") within thirty (30) days after receipt thereof. If TENANT does not return the Modification within said time period, LANDLORD, may, in its sole discretion, terminate this lease.

All of the terms and conditions of the Lease dated July 1, 1989, and Lease Supplement Number One dated February 13, 1990, are incorporated herein by reference and except as expressly modified by this instrument, said terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 3RD day of JANUARY, 1995.

LANDLORD:
COMMONWEALTH EDISON COMPANY

By M. R. Norris
M. R. Norris
Land Management Administrator
Real Estate Department

TENANT:
VILLAGE OF CRESTWOOD

By Chester Stranczyk
Title Mayor



ATTEST:

By Nancy C. Benedette
Title Village Clerk

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