

LAND LEASE AGREEMENT

THIS AGREEMENT (hereinafter "LEASE") made this 27th day of March, 2024, between VILLAGE OF HOMER GLEN (hereinafter "VILLAGE"), WILL COUNTY, ILLINOIS, a unit of local government, 14240 West 151st Street, Homer Glen, Illinois, as LESSEE, AND JOHN MANTAS a/k/a JOHNNY MANTAS, 9730 Circle Parkway, Palos Park, Illinois 60464, as LESSOR;

WHEREAS; the LESSOR is the owner of a certain five-acre parcel of land situated in the County of Will and State of Illinois, described as:

Parcel: THE SOUTH 8.00 FEET OF THE WEST 70.38 FEET OF THE EAST 1,048.38 FEET OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 9 AND THE SOUTH ½ OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 9, (EXCEPT THE EAST 978.00 FEET) AND ALSO (EXCEPT THE NORTH 31.00 FEET OF THE WEST 270.00 FEET THEREOF), IN TOWNSHIP 36 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS

P.I.N. 05-09-400-020-0000

Commonly known as: VACANT PROPERTY AT NORTHEAST CORNER OF 151ST STREET AND CRÈME ROAD, HOMER GLEN, ILLINOIS (hereinafter "Property")

WHEREAS, LESSEE desires to lease the above described Property for Village activities including but not limited to community events, sports and parking purposes and LESSOR is willing to lease said Property on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. LESSEE shall pay LESSOR the monthly sum of \$550.00 per month for June and July of 2024 as the term of this short-term lease. The LESSEE will pay the full amount in one lump-sum payment.
2. The LESSEE to have and hold the said Property, subject to the conditions and limitations hereinafter mentioned, for a short-term beginning on June 1, 2024

and ending on July 31, 2024. LESSEE shall have an option to extend the term of this lease for an additional 12-month period commencing July 31, 2024 by giving written notice to LESSOR on or before May 1, 2024. LESSOR shall have the absolute right in its total unfettered discretion to terminate this lease at any time during the term upon giving written notice of said termination to LESSEE at least twenty (20) days prior to the date of the intended termination whereupon LESSEE shall surrender to LESSOR the Property being leased in good condition ordinary wear and tear excepted. LESSEE shall have the absolute right in its total unfettered discretion to terminate this lease at any time during the term upon giving written notice of said termination to LESSOR at least twenty (20) days prior to the date of the intended termination whereupon LESSEE shall surrender to LESSOR the Property being leased in good condition ordinary wear and tear excepted.

3. LESSEE shall not make any permanent improvements on the property without the express written consent of LESSOR, except that LESSEE may remove scrub bushes and trees, fill in and level grades, and place grindings on the property for purposes of parking. At the termination of this Lease, LESSEE will remove the grindings if requested by LESSOR.
4. The LESSEE agrees to take good care of and maintain said Property and to keep the same free from any Code or Ordinance violations for the remainder of the calendar year.
4. The LESSEE shall maintain a minimum of ONE MILLION (\$1,000,000.00) DOLLARS of general liability insurance on the Property and shall name the LESSOR as additional insured on the liability policy.
5. The LESSEE acknowledges that it enters into this LEASE with full knowledge of the condition of the property, and that it assumes sole responsibility for any loss of life or injury that may be sustained as a result of LESSEE'S activities. LESSEE agrees to indemnify, save, and hold harmless LESSOR to all such liability, including but not limited to any and all claims, demands, suits and judgments, fees and expenses including reasonable attorneys' fees which may result from LESSEE'S exercise of its rights contained herein.
6. The following shall constitute a default under this LEASE if: (i) LESSEE fails to

pay any Rent or other sum of money within five (5) days after the date due; or (ii) LESSEE fails to perform any covenant of this LEASE (other than a covenant involving the payment of money) which default is not cured within ten (10) days after written notice from LESSOR, unless such performance cannot reasonably be completed within a ten (10) day period in which case LESSEE must commence to cure within such ten (10) day period and diligently pursue such curing to completion. In the event of a default by LESSEE, LESSOR may terminate this LEASE by written notice of such termination to LESSEE, in which event LESSOR may re-enter and take possession of the Premises. The foregoing remedies shall be in addition to any other remedies LESSOR may have under the laws of the State of Illinois. LESSOR may recover from LESSEE any and all costs and expenses incurred by LESSOR, including, without limitation, court costs and reasonable attorney's fees, in enforcing any of its rights or remedies under this LEASE.

7. This LEASE and LESSEE'S rights under this LEASE are, and shall remain, subject and subordinate to each mortgage, deed of trust or other security instrument affecting the Property. LESSEE'S consent to subordination provided for in this Section is self-operative and no further instrument of subordination shall be required; however, LESSEE shall execute such further assurances thereof as may be requested from time to time by LESSOR, a mortgagee or a ground lessor. If any person shall succeed to all or part of LESSOR'S interest in the Property, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination or lease, or otherwise, LESSEE shall attorn to such successor, and execute such evidence confirming same, as such successor-in- interest may reasonably request.
8. LESSEE shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Property by LESSEE, its agents, employees, contractors or invitees. If LESSEE breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Materials on the Premises results in contamination of the Property, then LESSEE shall indemnify, defend and hold LESSOR harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, loss or restriction on the use of the Premises, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. The foregoing indemnification includes, without limitation, conditions

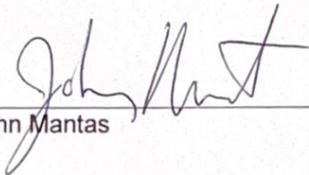
for any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision. Without limiting the foregoing, if the presence of any Hazardous Materials within the Property caused or permitted by the LESSEE results in any contamination of the Property, Licensee shall promptly take all actions at its sole expense as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Materials to the Property. As used herein, the term "Hazardous Materials" means (a) asbestos and polychlorinated biphenyls, and (b) hazardous or toxic materials, wastes and substances which are defined, determined or identified as such pursuant to all present and future federal, state or local laws, rules or regulations and judicial or administrative interpretations thereof.

9. LESSOR is hereby leasing the Property to LESSEE "AS IS" "WHERE IS" without any warranties and/or representations either express or implied.

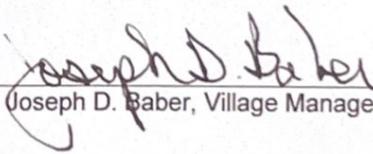
DATED: 3-26-24

LESSOR:

LESSEE: Village of Homer Glen



John Mantas



Joseph D. Baber, Village Manager