

## LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT ("Termination Agreement"), is made and entered into as of this 17<sup>th</sup> day of December, 2025, by and between the BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 200, DuPage County, Illinois (hereinafter called "Landlord") and the WHEATON PARK DISTRICT, DuPage County, Illinois (hereinafter called "Tenant"). From time to time, this Termination Agreement may refer to Landlord and Tenant individually as a "Party" or together as the "Parties."

### Recitals

WHEREAS, Landlord and Tenant are Parties to that certain lease agreement entitled "LEASE AGREEMENT BY AND BETWEEN COMMUNITY UNIT SCHOOL DISTRICT NO. 200, DUPAGE COUNTY, ILLINOIS AND THE WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS" dated August 12, 2009 ("Lease Agreement"); and

WHEREAS, the Lease Agreement governed Tenant's access to and use of certain portions of Landlord's property for park and recreational purposes, and included a term of 25 years, commencing April 1, 2010 and ending on March 31, 2035; and

WHEREAS, the Lease Agreement included a termination provision allowing Landlord to terminate the Lease Agreement upon one (1) year's prior written notice to Tenant if Landlord determined it required use of the leased premises for educational purposes, provided that such termination did not occur within the first ten (10) years of the lease term; and

WHEREAS, in the event of early termination, the Lease Agreement obligated Landlord to reimburse Tenant for certain costs related to the relocation of certain recreational improvements located on the leased premises, as set forth in more detail in the Lease Agreement; and

WHEREAS, in a letter dated November 12, 2025, Landlord notified Tenant of its need to use the leased premises for educational purposes, including but not limited to the renovation of certain school buildings and property, and requested early termination of the Lease Agreement; and

WHEREAS, notwithstanding the one (1) year early termination notice period, Tenant has determined that early termination of the Lease Agreement is in the best interests of the Parties and their respective residents, and is willing to grant Landlord's request for early termination, subject to the terms and conditions set forth in this Lease Termination Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree to the following:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth in this Section 1.

2. Termination of Lease Agreement. That certain lease agreement entitled "LEASE AGREEMENT BY AND BETWEEN COMMUNITY UNIT SCHOOL DISTRICT NO. 200, DUPAGE COUNTY, ILLINOIS AND THE WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS" dated August 12, 2009 is hereby terminated as of the date of the last signature affixed hereto ("Termination Date").

3. Landlord Obligations. Notwithstanding the termination of the Lease Agreement, Landlord shall be responsible for any costs associated with the removal and/or relocation of Tenant's recreational improvements. In connection with any such removal and/or relocation, the Parties acknowledge and agree that while the relocated park and recreational amenities will have a substantially similar play value, the size of the relocated recreational amenities will be approximately fifty percent (50%) of the size of the existing recreational amenities that are being relocated as a result of the lease termination.

4. Miscellaneous Provisions.

a. At all times until the Termination Date, Landlord and Tenant shall continue to comply with the terms and provisions of the Lease Agreement.

b. Landlord and Tenant represent and warrant to each other that each has the requisite authority and capacity to enter into this Termination Agreement.

c. The invalidity of any provision of this Termination Agreement, as determined by a court of competent jurisdiction, will in no way affect the validity or enforceability of any other provision of this Termination Agreement.

d. This Termination Agreement may be executed in two (2) or more counterparts; each such counterpart shall be deemed to be an original document, but all such counterparts taken together shall constitute but one (1) agreement.

e. The terms and provisions of this Termination Agreement shall be governed by and construed under the laws of the State of Illinois.

f. This Termination contains the entire understanding between the Parties, and may be altered or amended from time to time only by a written instrument executed by both Landlord and Tenant.

IN WITNESS WHEREOF, the Parties hereto have executed this Termination Agreement as of the date of the last signature affixed hereto.

LANDLORD

BOARD OF EDUCATION OF COMMUNITY  
UNIT SCHOOL DISTRICT NO. 200

By: [Signature]  
President

Attest: [Signature]  
Secretary

Date: 1/14/2024

TENANT

WHEATON PARK DISTRICT

By: [Signature]  
President, Board of Park Commissioners

Attest: [Signature]  
Secretary

Date: 12/17/2025

**LEASE AGREEMENT BY AND BETWEEN COMMUNITY UNIT  
SCHOOL DISTRICT NO. 200, DUPAGE COUNTY, ILLINOIS AND THE  
WHEATON PARK DISTRICT, DUPAGE COUNTY, ILLINOIS**

THIS LEASE, made as of this 12 day of August, 2009, by and between the BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 200, DuPage County, Illinois (hereinafter called "Landlord") and the WHEATON PARK DISTRICT, DuPage County, Illinois (hereinafter called "Tenant"). From time to time, this Agreement may refer to Landlord and Tenant individually as a "party" or together as the "parties."

**Recitals**

WHEREAS, Landlord is the legal titleholder to the facility and adjoining grounds, commonly known as Edison Middle School, located at 1125 S. Wheaton Avenue in Wheaton, Illinois (hereinafter referred to as the "Premises"); and

WHEREAS, Tenant is the legal titleholder to the property commonly known as Kelly Park, located at 1100 S. Main Street in Wheaton, Illinois, adjacent to the Premises; and

WHEREAS, Landlord has the authority, pursuant to Section 10-22.11 of The School Code (105 ILCS 5/10-22.11) to lease school property for appropriate purposes, when such property is not required for its own educational programs; and

WHEREAS, the Tenant has the authority, pursuant to Section 8-16 of the Park District Code (70 ILCS 1205/8-16) to lease real estate for up to 99 years; and

WHEREAS, pursuant to the Park-School Agreement Between Wheaton Park District and Community Unit School District #200, dated June 17, 1998, Landlord and Tenant have shared the use of a portion of the Premises, depicted in **Exhibit A** attached hereto and incorporated herein by reference, formerly used as a tennis court and currently improved with basketball standards, hoops and nets; and

WHEREAS, the outdoor athletic facility described above is located in part in Kelly Park and in part on the Premises; and

WHEREAS, Landlord has used this area during school hours and Tenant has used this area at other times; and

WHEREAS, Tenant has applied to the Illinois Department of Natural Resources for an Open Space Land Acquisition and Development grant (“OSLAD Grant”) to fund a portion of the cost to improve Kelly Park and the portion of the Premises described above, but will be eligible to receive such a grant only if it either owns, or leases for a term of at least 25 years, the entire area to be improved; and

WHEREAS, Landlord has determined that the Tenant’s continued use of the aforementioned portion of the Premises for recreational purposes is not mutually exclusive of Landlord’s use of said parcel for educational programs; and

WHEREAS, Tenant has expressed its interest in leasing said portion of the Premises from Landlord to improve, operate and maintain certain outdoor recreational facilities, subject to the award by the Illinois Department of Natural Resources of the OSLAD Grant described above;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that portion of the Premises specifically described in **Exhibit A** attached hereto and incorporated herein by reference (the “Leased Space”), and upon the terms and conditions and agreements hereinafter set forth, and Landlord and Tenant hereby agree as follows:

1. LEASE TERM. Provided that the Illinois Department of Natural Resources (“IDNR”) has informed the Tenant in writing that IDNR has approved Tenant’s application for

the OSLAD Grant to improve Kelly Park and the portion of the Premises described in the Recitals above, the term of this Lease shall commence on the 1<sup>st</sup> day of April, 2010 (the "Commencement Date") and end on the 31<sup>st</sup> day of March, 2035, which period shall be referred to herein as the "Lease Term". Landlord and Tenant may meet and confer prior to the expiration of the Lease Term to discuss the possible renewal and extension of the Lease Term upon such terms and conditions as are mutually agreeable to both parties. In the event that IDNR does not approve Tenant's application for the OSLAD Grant, this Lease Agreement shall terminate immediately, and shall have no further force or effect.

2. TERMINATION. In the event that the Landlord determines that it requires the use of the Leased Space for educational purposes other than those to which this Agreement refers, the Landlord may terminate this Lease Agreement by furnishing written notice to the Tenant no less than one (1) year prior to the effective date of the termination; provided, however, that the effective date of the termination shall occur no less than ten (10) years after the Commencement Date, and further provided that, if, as a result of such termination, IDNR requires the Tenant to relocate the outdoor athletic facility located in part on the Leased Space, the Landlord will reimburse the Tenant for the full cost of any such relocation, including, without limitation, the cost to construct an outdoor athletic facility of the same size and nature as the facility located in part on the Leased Space. The Landlord shall pay such reimbursement within sixty (60) days after receiving an itemized invoice therefore from the Tenant.

3. USE. The Leased Space shall be used by Tenant for the improvement, operation and maintenance of certain outdoor recreational facilities, including, without limitation, a hard surface suitable for use for basketball, bicycle parking, and other recreational uses compatible with its surface (the "Permitted Use") and no other use of the Leased Space or the Premises shall be permitted, unless otherwise specifically addressed herein or authorized by Landlord.

Landlord reserves the right to lease the portion of the Premises not leased to Tenant to another party, so long as such additional tenancy does not materially interfere with Tenant's use of the Leased Space. Landlord reserves the exclusive right to use the Leased Space between the hours of \_\_\_\_ a.m. and \_\_\_\_ p.m. during weekdays (Monday through Friday) when school is in session.

4. RENT. Tenant agrees to pay Landlord a rental amount of ONE AND NO/100 DOLLARS (\$1.00) per year for its use of the Leased Space.

5. CONDITION OF LEASED SPACE. Tenant acknowledges that except as otherwise provided herein, neither Landlord nor any agent or employee of Landlord has made any representation or warranty concerning the Leased Space, with respect to the suitability, condition or repair thereof, and Tenant accepts possession of the Leased Space in "as is/where is" condition. No promise of Landlord to alter, remodel, improve or repair the Leased Space, or any part thereof has been made. Any modifications to the Leased Space, which may be required by applicable federal or state law or local ordinance to permit Tenant to conduct its program, as more specifically identified above as the Permitted Use, shall be undertaken at Tenant's sole expense. All damage or injury to the Leased Space caused by the acts or negligence of Tenant, its agents, employees, licensees, invitees, permittees, or visitors, shall be promptly repaired, to the satisfaction of the Landlord. Such repairs shall be completed by Tenant or its contractors.

6. TENANT'S IMPROVEMENTS. Before commencement of any work or delivery of any materials onto the Leased Space, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and indemnification in form and amounts satisfactory to Landlord. Upon completion of any work by an outside contractor, Tenant shall provide Landlord with waivers of lien against any and all

claims, costs, damages, liabilities and expenses which may arise in connection with the additions, alterations, changes and improvements.

7. MAINTENANCE AND RELATED TERMS. During the term of this Lease, Tenant agrees to repair and maintain the Leased Space in a clean, safe and orderly manner and in full compliance with all applicable federal, state, county and local laws and regulations; provided, however, that the Tenant shall have no obligation to repair any damage to the Leased Space caused by the Landlord or its contractors, ordinary wear and tear excepted. The Landlord shall be solely responsible for repairing any such damage.

8. LIABILITY INSURANCE. Landlord and Tenant agree during the term hereof to carry general comprehensive liability insurance or joint self-insurance, covering the Leased Space and ancillary parking area for injury or death to any person or persons, and for property damage, with coverage limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, and with insurance companies or risk pools authorized to do business in Illinois, and to pay the premiums therefore and to deliver copies of certificates or other suitable evidence of such insurance coverage, showing the other party as an additional named insured, to the other party. Each insurer or risk pool shall agree by endorsement on the policy issued by it, or by independent instrument furnished to the parties, that it will give the parties thirty (30) days prior written notice before the policy or policies in question shall be altered or canceled. Additionally, Tenant shall furnish Landlord with certificates of insurance from all outside contractors performing labor or furnishing materials that insure Landlord against any and all liabilities which may arise out of or be connected in any way with such outside contractors.

9. INDEMNIFICATION. (a) Tenant will indemnify Landlord and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life,

personal injury and/or damage to property arising from or out of or in connection with the occupancy or use by Tenant of the Leased Space or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, or their successors or assigns, except to the extent that any such loss of life, personal injury and/or damage to property results from the negligence or other wrongful conduct of the Landlord. In case Landlord or its officers, employees or agents or their successors or assigns shall be made a party to any litigation commenced by or against Tenant or its officers, employees, agents, or students, or their successors or assigns, then Tenant shall protect and hold Landlord and its officers, employees and agents or their successors or assigns harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by them in connection with such litigation. (b) Further, Landlord will indemnify Tenant and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of or in connection with the use by Landlord of the Leased Space or the occupancy and use by the Landlord of any other portion of the Premises, except to the extent that any such loss of life, personal injury, and/or damage to property results from the negligence or other wrongful conduct of the Tenant. In case Tenant or its officers, employees or agents or their successors or assigns shall be made a party to any litigation commenced by or against Landlord or its officers, employees, agents, or students, or their successors or assigns, then Landlord shall protect and hold Tenant and its officers, employees and agents or their successors or assigns harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by them in connection with such litigation. Nothing contained in this Agreement is intended to waive, or shall be construed as waiving, any immunity, right or defense afforded to either the Landlord or the Tenant at common law, by the

Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*), or by any other statute.

10. DEFAULT. If Tenant defaults in the performance of any of the other covenants or conditions hereof, Landlord shall give Tenant notice of such default and if Tenant does not cure any such default within ten (10) days after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such ten (10) days and thereafter proceeds with reasonable diligence and in good faith to cure such default), then Landlord may suspend Tenant's right to use the Leased Space until such time as Tenant cures such default.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not sell, assign, hypothecate, sublet or transfer this Lease or Tenant's interest hereunder, without the prior written consent of the Landlord in each instance.

12. LAWS, ORDINANCES AND REGULATIONS. Tenant will, at its expense and as required by law, comply with all applicable federal and state statutes and regulations, with all local city ordinances, with all applicable rules and orders of health officers, with the orders and requirements of the City of Wheaton Police Department, and with the rules and orders of the City of Wheaton Fire Department, with respect to any matter coming within their jurisdiction.

13. RIGHTS AND REMEDIES. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other remedies Landlord may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy.

14. SURRENDER OF LEASED SPACE. At the termination of this Lease, Tenant shall surrender the Leased Space to Landlord in good condition and repair, normal wear and tear excepted.

15. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be given personally or by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant or to Landlord at the address noted below the signature of the respective parties, as the case may be. Either party may by written notice to the other specify a different address for notice purposes.

16. TAXES. If the Leased Space, or any part thereof, are determined to be used for non-exempt purposes and become subject to taxation, Tenant shall be responsible for the payment of any taxes assessed for the Lease Term, and said taxes shall constitute additional rent due hereunder and shall be payable at the time said taxes are due. Tenant and Landlord shall each have the right to challenge, at their own expenses, any loss of tax exempt status of the Leased Space.

17. PARTIAL INVALIDITY. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

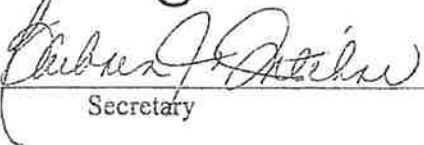
18. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto. This Agreement is intended solely for the benefit of Landlord and Tenant, and shall not be construed as creating any duties or obligations to, or rights or privileges of, any third party.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease on the date first above written.

**LANDLORD:**

BOARD OF EDUCATION OF  
COMMUNITY UNIT SCHOOL DISTRICT  
NO. 200, DuPage County, Illinois

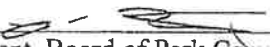
By:   
President


Attest:   
Secretary

Address:  
Superintendent  
Community Unit School District No. 200  
130 W. Park Avenue  
Wheaton, IL 60189

**TENANT:**

WHEATON PARK DISTRICT, DuPage  
County, Illinois,

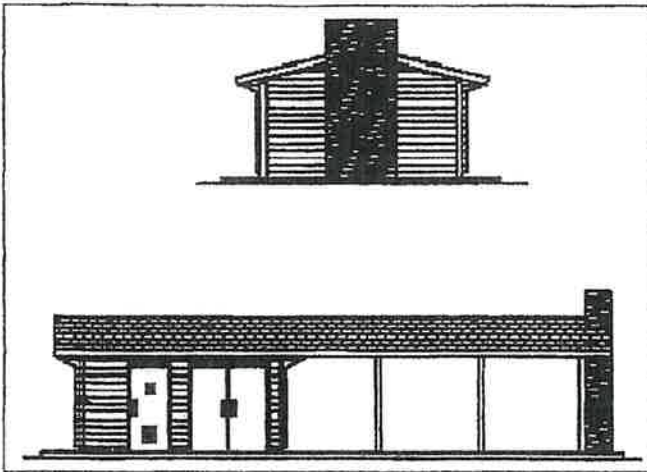
By:   
President, Board of Park Commissioners

Attest:   
Secretary

Address:  
Executive Director  
Wheaton Park District  
102 E. Wesley Street  
Wheaton, IL 60187-5241

ATTACHMENT A-3  
 SITE DEVELOPMENT PLAN  
 WHEATON PARK DISTRICT  
 KELLY PARK RENOVATIONS

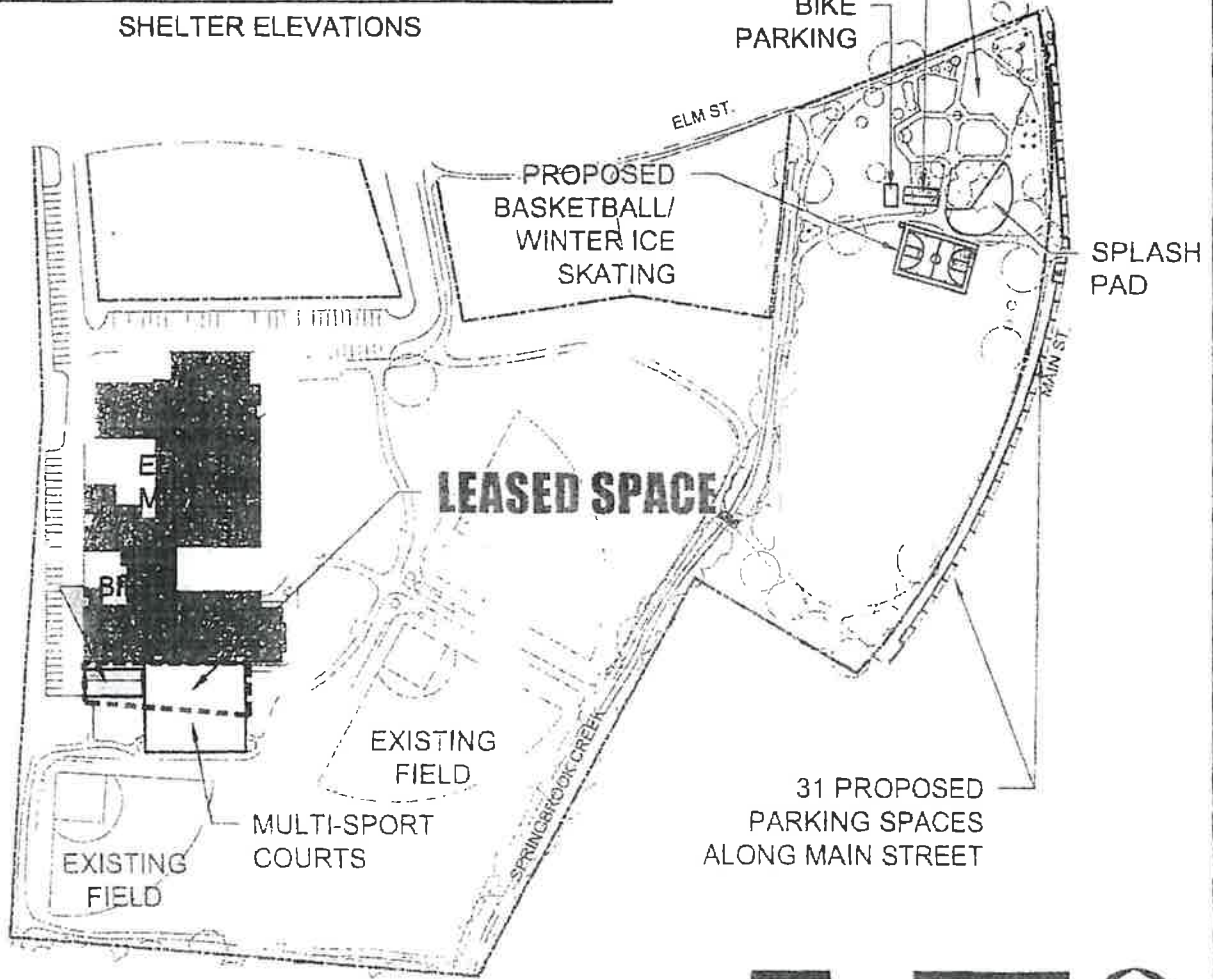
**EXHIBIT A**



SHELTER ELEVATIONS

RESTROOMS &  
 SHELTER W/  
 FIREPLACE  
 BIKE  
 PARKING

EXISTING  
 PLAYGROUND



**WHEATON  
 PARK DISTRICT**  
 1622 E. WEXLEY WHEATON, IL 60187  
 (630) 815-4710

**KELLY PARK  
 SITE PLAN**

Sheet		of	
created by	SMH	revised by	
date	8/10	date	
checked by		revised by	
date		date	
site owner		revised by	
		date	