

CERTIFICATE OF DEPOSIT FOR REDEMPTION

I, **DAVID ORR**, County Clerk of Cook County, do hereby certify that a deposit for redemption was made in my office for the property and taxes described below and in the amount herein set forth:

Redemption Number: R433023
PIN Number: 22-34-400-016-0000
Volume Number: 062
Sale Year: 2011
Certificate Number: 11-0002058
Date of Sale: 8/5/2013
Taxes Sold To: RAI CUST GRACEST CAPITAL
On Behalf Of: Lemont-Bromberek School District
#113
Deposit Made By: Hinshaw & Culbertson LLP
Attn: Joyce Kiel
222 North LaSalle Street #300
Chicago, IL 60601

Reference:

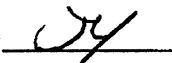
Date of Deposit: 02/26/2014

County Treasurer Funds		\$200.00
County Clerk Fees		\$47.00
Taxes Sold		\$10,905.95
Prior Year	Prior Year(s) Sold 0000 TO 0000	\$0.00
Penalty Periods	2 X 5% = 5%	\$557.65
Total Subsequent Taxes		\$0.00
Total Subsequent Penalty	@ 12% per Annum	\$0.00
Miscellaneous Fees		\$0.00
Subtotal - Amount of Redemption:		\$11,710.60
Redemption Fees		\$10.00
Cost of Estimate		\$3.00
Total - Amount of Deposit:		\$11,723.60

Dated: 3/6/2014

Given under my hand and Official Seal of said County, at my office in Chicago, Illinois.

Deputy




County Clerk of Cook County





Cook County Clerk's Office

Real Estate & Tax Services
118 N. Clark Street Room 434
Chicago, Illinois 60602
312-603-5643

Transaction #: R433023
Date: 2/26/2014 3:26:08 PM
Cashier: CB
Register #: 3

Deposit for Redemption-Annual Sale

Owner: On behalf of: Lemont-Bromberek School District
#113
Hinshaw & Culbertson LLP
ATTN: Joyce Kiel
222 North LaSalle Street #300
Chicago, IL 60601

PIN # 22-34-400-016-0000
Vol # 062
Sale Year: 2011
Certificate # 11-0002058
Date of Sale: 08/05/2013
Buyer: RAI CUST GRACEST CAPITAL

(312) 704-3439

Description	Comments	Price
County Treasurer Funds		\$200.00
County Clerk Fees		\$47.00
Taxes Sold		\$10,905.95
Prior Year	Prior Year(s) Sold 0000 TO 0000	\$0.00
Penalty Periods	2 X 5%= 5%	\$557.65
Total Subsequent Taxes		\$0.00
Total Subsequent Penalty	@ 12% per Annum	\$0.00
Miscellaneous Fees		\$0.00
	Sub Total	\$11,710.60
Redemption Fees		\$10.00
Cost of Estimate		\$3.00

Total \$11,723.60

Check Tendered \$11,723.60
Change Due \$0.00

Green=Customer
Yellow=File
White=Original



LEASE

SCHOOL DISTRICT 113A/WOJCIECHOWSKI

In consideration of the mutual covenants and agreements herein stated, the Board of Education of Lemont-Bromberek Combined School District 113A, Cook and DuPage Counties, Illinois ("Lessor") hereby leases to Alex Wojciechowski ("Lessee"), and Lessee hereby leases from Lessor, solely for purposes of farming the following described Premises (the "Premises"), together with the appurtenances thereto:

ALL THAT PART OF THE NORTH ½ OF THE SOUTH ½ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF DERBY ROAD, EXCEPT THAT PART LYING WITHIN FOX HILLS UNIT 2, A SUBDIVISION OF PARTS OF LOTS 3 AND 6 IN CIRCUIT COURT PARTITION A SUBDIVISION OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, TOGETHER WITH PARTS OF LOTS 2, 7 AND 8 IN COUNTY CLERK'S DIVISION OF THE SOUTH ½ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,

excluding, however, all those portions of the Premises taken or used for public roads and utility easement purposes and the following:

A TRACT OF LAND BEGINNING AT A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, 150 FEET EAST OF THE INTERSECTION OF THE EAST-WEST AND NORTH-SOUTH QUARTER SECTION LINES OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID NORTH-SOUTH QUARTER SECTION LINE 475 FEET; THENCE EAST AT A RIGHT ANGLE TO SAID NORTH-SOUTH QUARTER SECTION LINE 115 FEET; THENCE NORTH AT A RIGHT ANGLE 475 FEET TO THE POINT OF INTERSECTION WITH SAID EAST-WEST QUARTER SECTION LINE; THENCE

WEST ALONG SAID EAST-WEST QUARTER SECTION LINE
TO THE POINT OF BEGINNING, BUT EXCLUDING THE
131 STREET RIGHT OF WAY, ALL IN COOK COUNTY,
ILLINOIS.

A sketch showing the general location of the Premises, which Premises do not include that portion shaded in yellow and the portions shown for utility easement and road purposes, is attached hereto as **EXHIBIT A.**

1. **RENT.** Lessee shall be allowed to farm the Premises at a rent of \$340 for the term of this Lease. Said payment shall be due within thirty (30) days of the execution of this Lease.

2. **TERM.** The term of this lease shall begin on March 1, 2006, and shall terminate on February 28, 2007. This lease may be extended for additional one-year periods solely at Lessor's option. Lessor shall notify Lessee at least thirty (30) days before any termination date of its intent to extend or to terminate this lease.

Notwithstanding the above, Lessor retains the option to give Lessee ninety (90) days termination notice in writing in the event it becomes necessary for Lessor to use the Premises for school purposes.

Upon any termination, by expiration or by notice, Lessee shall immediately surrender possession of the Premises, unless Lessor, in its sole discretion, agrees otherwise, and Lessor shall refund, pro rata, the rent paid in advance by Lessee.

3. **CONDITION OF PROPERTY, MAINTENANCE AND RISK OF LOSS.** Lessee acknowledges that Lessor has made no representations, and makes no warranties, whatsoever, as to the condition or habitability of the Premises. Lessee assumes all risk of personal or real property damage and crop damage or personal injury, including death, arising out of the use,

condition or habitability of the Premises. Lessee shall not cut or remove any trees from the Premises without the prior written consent of the Lessor. Lessee shall maintain any existing drainage ditches on the Premises free and clear of all obstacles and shall not cause any drainage problems on or stemming from the Premises based on his farming or other activities on the Premises.

Lessee shall be fully and solely responsible, at Lessee's expense, for maintaining the Premises in good repair and shall commit no waste thereupon, excepting ordinary wear, including but not limited to the land comprising the Premises, the Premises' structures, foundations, roofs, windows, plumbing, heating, well, electrical and any appliances or other personal property located on the Premises. If Lessee fails to do so, Lessor may enter upon the Premises and make all proper and necessary repairs, and the cost thereof shall be additional rent, due and owing from Lessee to Lessor on the 1ST day of the month following the completion of such repairs.

In the event the Premises become unfit or unusable for farming for any reason or are damaged in any fashion or are otherwise destroyed by catastrophe, act or event, Lessor shall not have any obligation to restore, replace, rebuild or repair the Premises in any fashion.

Any personal property brought onto or kept on the Premises, including but not limited to machinery or motorized vehicles, whether owned by Lessee or others, shall be at the sole risk and liability of Lessee in the event of any loss or damage to such property.

Farm machinery and equipment, when not in use, shall be stored inside of the existing structures on the Premises to the extent feasible.

No buildings, sheds or structures of any kind shall be erected on the Premises, nor modifications to any existing structures or the land made, except in the course of normal farming operations, without the prior written consent of the Lessor.

4. **INDEMNITY AND INSURANCE** Lessee shall indemnify, defend and hold harmless Lessor from any claim made against Lessor for property damage or personal injury or death arising out of any alleged wrongful act or omission on the part of Lessee in connection with the Premises, notwithstanding the fact that Lessor may also be at fault to some degree. The word 'claim' as used in this paragraph includes, but is not limited to, reasonable attorney's fees expended by Lessor, and the costs and expenses of litigation or settlement, arising from any claim. Lessor includes the Township Trustees of Schools, School District 1 13A, the Board of Education of School District 113A and its members, employees, officers and agents in their official and individual capacities.

Lessee shall at all times during the term of this lease maintain in force, at Lessee's expense, broad form liability insurance, including contractual liability, farming operations and motor vehicle coverage, in an amount not less than \$1,000,000.00 in a form, and issued by a company reasonably acceptable to Lessor. Such insurance shall be evidenced by Certificates of Insurance, a copy to be provided to the Lessor, providing that the insurance may not be canceled, modified or non without thirty (30) days written notice to Lessor.

5. **USE, SUBLET AND ASSIGNMENT.** Lessee will not allow the Premises to be used for any purpose other than for purposes of growing and harvesting farm products. The existing structures on the Premises may be utilized for their ordinary and regular uses for farm purposes. Under no condition shall any portion of the Premises or structures thereon be used for residential or other purposes of any kind. The Premises shall not be occupied, or farmed in

8. **PLURALS: SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns.

9. **SEVERABILITY.** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

10. **FAILURE TO YIELD POSSESSION.** In the event Lessee fails to surrender possession upon termination of this lease or any extension thereof due to Lessee's breach or after due notice of termination by Lessor under Paragraph 2, Lessee shall pay Lessor Two Hundred and No/100 (\$200.00) Dollars per day for each day Lessee fails to surrender possession, in addition to, and without waiver of, any other rights of, and remedies available to Lessor. However, if due to any cause beyond the control of Lessee, any unharvested crops remain upon the Premises at the time of the expiration of this lease, Lessee shall have an additional thirty (30) days, to complete the harvesting of such crops. Unless notified by the Lessor at least thirty (30) days before the expiration of the term of this lease that the Lessor does not intend to lease these Premises to Lessee for any period beyond the termination of this lease, Lessee shall have a maximum of thirty (30) days following the expiration of the term of this lease to remove the silo owned by Lessee on the Premises.

whole or in part, by any person not a Lessee or a member of Lessee family, or employee of Lessee, and the Lessee will not sublet the same or any part thereof nor assign this lease to anyone, including family members, without in each case the Lessor's prior written consent and will not permit the transfer of the interest in the Premises acquired through this lease. Lessee will not permit the Premises to be used for any unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood or of Lessor and will not permit any alteration of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor. All alterations and additions to the Premises shall remain for the benefit of the Lessor at the termination of this lease or any extension(s) thereof, unless specifically otherwise provided by Lessor's written consent.

6. **TAXES AND UTILITIES.** Lessee shall pay those real property taxes, sewer and water taxes or charges and all gas, electricity, telephone, utility and other bills or liens, incurred as a result of Lessee's use of the Premises, that are specifically attributable to the use of the Premises by Lessee during the term of this lease. Lessee's real property tax for the Premises shall not exceed the actual figure arrived at for that part of the Premises specially assessed as agricultural for tax valuation purposes by the responsible county and township assessors' offices. In the event any of the foregoing items are not paid when due, Lessor shall have the right to pay the same, which amount when so paid, shall be due and payable to the Lessor by the Lessee on the 1ST day of the month following such payment. Items unpaid thirty (30) days after billing by Lessor shall accrue interest at the rate of one (1%) percent per month.

7. **COMPLIANCE.** Lessee will in every respect comply with all laws, regulations and ordinances applicable to the Premises and Lessee's use of the Premises.

Lessee shall pay all of Lessor's reasonable attorney's fees and costs and expenses of litigation in enforcing the terms of this lease.

11. **ACCESS.** Lessee shall allow Lessor reasonable access to the Premises during the term of this Lease for the purpose of periodically inspecting the Premises and performing any tests or performing field work related to the possible future construction of a school on the Premises after termination of the lease.

In addition, Lessee shall allow Lessor access to the Premises for the purpose of inspecting the condition of the barn on the Premises, and for the purpose of demolishing and removing said barn, at Lessor's expense, if Lessor, at its sole option, determines that demolition and removal are necessary.

12. **NOTICES.** Notices given pursuant to this lease shall be in writing and given either by actual delivery of the notice into the hands of the party entitled to receive it with an affidavit of service executed by the person delivering such notice or by mailing of the notice in the United States mail, certified mail, return receipt requested, with proper postage, to the following addresses:

Lessee:

Raymond J. Walschlager
Attorney at Law
11697 Archer Avenue
Lemont, Illinois 60439

Lessor

Superintendent
Lemont-Bromberek Combined School District 113A
16100 - 127 Street
Lemont, Illinois 60439

With a copy to:

Michael J. Duggan
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606

The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the party entitled to it and in the case of mailing on the date of deposit in the mail as provided above.

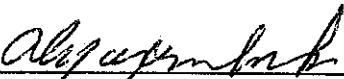
13. This lease shall become effective, and be deemed dated, as of the date the last of the parties signs as set forth below.

IN WITNESS WHEREOF, the parties have signed this lease as of the date set forth below their respective signatures.


LESSEE:

LESSOR:

BOARD OF EDUCATION
LEMONT-BROMBEREK COMBINED
SCHOOL DISTRICT 11 3A
Cook and DuPage Counties, Illinois




Alex Wojciechowski



President, Board of Education

Dated: 4-13-06

ATTEST:



Secretary, Board of Education

Date: 4-12-2006

LEASE

SCHOOL DISTRICT 113A/WOJCIECHOWSKI

In consideration of the mutual covenants and agreements herein stated, the Board of Education of Lemont-Bromberek Combined School District 113A, Cook and DuPage Counties, Illinois ("Lessor") hereby leases to Alex Wojciechowski ("Lessee"), and Lessee hereby leases from Lessor, solely for purposes of farming the following described Premises (the "Premises"), together with the appurtenances thereto:

ALL THAT PART OF THE NORTH ½ OF THE SOUTH ½ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF DERBY ROAD, EXCEPT THAT PART LYING WITHIN FOX HILLS UNIT 2, A SUBDIVISION OF PARTS OF LOTS 3 AND 6 IN CIRCUIT COURT PARTITION A SUBDIVISION OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, TOGETHER WITH PARTS OF LOTS 2, 7 AND 8 IN COUNTY CLERK'S DIVISION OF THE SOUTH ½ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,

excluding, however, all those portions of the Premises taken or used for public roads and utility easement purposes and the following:

A TRACT OF LAND BEGINNING AT A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, 150 FEET EAST OF THE INTERSECTION OF THE EAST-WEST AND NORTH-SOUTH QUARTER SECTION LINES OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID NORTH-SOUTH QUARTER SECTION LINE 475 FEET; THENCE EAST AT A RIGHT ANGLE TO SAID NORTH-SOUTH QUARTER SECTION LINE 115 FEET; THENCE NORTH AT A RIGHT ANGLE 475 FEET TO THE POINT OF INTERSECTION WITH SAID EAST-WEST QUARTER SECTION LINE; THENCE

out of the use, condition or habitability of the Premises. Lessee shall not cut or remove any trees from the Premises without the prior written consent of the Lessor. Lessee shall maintain any existing drainage ditches on the Premises free and clear of all obstacles and shall not cause any drainage problems on or stemming from the Premises based on his farming or other activities on the Premises.

Lessee shall be fully and solely responsible, at Lessee's expense, for maintaining the Premises in good repair and shall commit no waste thereupon, excepting ordinary wear, including but not limited to the land comprising the Premises, the Premises' structures, foundations, roofs, windows, plumbing, heating, well, electrical and any appliances or other personal property located on the Premises. If Lessee fails to do so, Lessor may enter upon the Premises and make all proper and necessary repairs, and the cost thereof shall be additional rent, due and owing from Lessee to Lessor on the 1st day of the month following the completion of such repairs.

In the event the Premises become unfit or unusable for farming for any reason or are damaged in any fashion or are otherwise destroyed by catastrophe, act or event, Lessor shall not have any obligation to restore, replace, rebuild or repair the Premises in any fashion.

Any personal property brought onto or kept on the Premises, including but not limited to machinery or motorized vehicles, whether owned by Lessee or others, shall be at the sole risk and liability of Lessee in the event of any loss or damage to such property.

Farm machinery and equipment, when not in use, shall be stored inside of the existing structures on the Premises to the extent feasible.

whole or in part, by any person not a Lessee or a member of Lessee's family, or employee of Lessee, and the Lessee will not sublet the same or any part thereof nor assign this lease to anyone, including family members, without in each case the Lessor's prior written consent and will not permit the transfer of the interest in the Premises acquired through this lease. Lessee will not permit the Premises to be used for any unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood or of Lessor and will not permit any alteration of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor. All alterations and additions to the Premises shall remain for the benefit of the Lessor at the termination of this lease or any extension(s) thereof, unless specifically otherwise provided by Lessor's written consent.

6. **TAXES AND UTILITIES.** Lessee shall pay those real property taxes, sewer and water taxes or charges and all gas, electricity, telephone, utility and other bills or liens, incurred as a result of Lessee's use of the Premises, that are specifically attributable to the use of the Premises by Lessee during the term of this lease. Lessee's real property tax for the Premises shall not exceed the actual figure arrived at for that part of the Premises specially assessed as agricultural for tax valuation purposes by the responsible county and township assessors' offices. In the event any of the foregoing items are not paid when due, Lessor shall have the right to pay the same, which amount when so paid, shall be due and payable to the Lessor by the Lessee on the 1st day of the month following such payment. Items unpaid thirty (30) days after billing by Lessor shall accrue interest at the rate of one (1%) percent per month.

7. **COMPLIANCE.** Lessee will in every respect comply with all laws, regulations and ordinances applicable to the Premises and Lessee's use of the Premises.

owned by Lessee on the Premises. Lessee shall pay all of Lessor's reasonable attorney's fees and costs and expenses of litigation in enforcing the terms of this lease.

11. **ACCESS.** Lessee shall allow Lessor reasonable access to the Premises during the term of this Lease for the purpose of periodically inspecting the Premises and performing any tests or performing field work related to the possible future construction of a school on the Premises after termination of the lease.

In addition, Lessee shall allow Lessor access to the Premises for the purpose of inspecting the condition of the barn on the Premises, and for the purpose of demolishing and removing said barn, at Lessor's expense, if Lessor, at its sole option, determines that demolition and removal are necessary.

12. **NOTICES.** Notices given pursuant to this lease shall be in writing and given either by actual delivery of the notice into the hands of the party entitled to receive it with an affidavit of service executed by the person delivering such notice or by mailing of the notice in the United States mail, certified mail, return receipt requested, with proper postage, to the following addresses:

Lessee:

Raymond J. Walschlager
Attorney at Law
11697 Archer Avenue
Lemont, Illinois 60439

Lessor:

Superintendent
Lemont-Bromberek Combined
School District 113A
16100 - 127th Street
Lemont, Illinois 60439

With a copy to:

Michael J. Duggan
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606

LEASE

SCHOOL DISTRICT 113A/WOJCIECHOWSKI

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WEST ALONG SAID EAST-WEST QUARTER SECTION LINE
TO THE POINT OF BEGINNING, BUT EXCLUDING THE
131ST STREET RIGHT OF WAY, ALL IN COOK COUNTY,
ILLINOIS.

A sketch showing the general location of the Premises, which Premises do not include that portion shaded in yellow and the portions shown for utility easement and road purposes, is attached hereto as **EXHIBIT A.**

1. **RENT.** Lessee shall be allowed to farm the Premises at a rent of \$340 for the term of this Lease. Said payment shall be due within thirty (30) days of the execution of this Lease.

2. **TERM.** The term of this lease shall begin upon execution by both parties hereto and shall terminate on February 28, 2004. This lease may be extended for additional one-year periods solely at Lessor's option. Lessor shall notify Lessee at least thirty (30) days before any termination date of its intent to extend or to terminate this lease.

Notwithstanding the above, Lessor retains the option to give Lessee (ninety) (one hundred and twenty) days termination notice in writing in the event it becomes necessary for Lessor to use the Premises for school purposes.

Upon any termination, by expiration or by notice, Lessee shall immediately surrender possession of the Premises, unless Lessor, in its sole discretion, agrees otherwise, and Lessor shall refund, pro rata, the rent paid in advance by Lessee.

3. **CONDITION OF PROPERTY, MAINTENANCE AND RISK OF LOSS.**

Lessee acknowledges that Lessor has made no representations, and makes no warranties, whatsoever, as to the condition or habitability of the Premises. Lessee assumes all risk of personal or real property damage and crop damage or personal injury, including death, arising

out of the use, condition or habitability of the Premises. Lessee shall not cut or remove any trees from the Premises without the prior written consent of the Lessor. Lessee shall maintain any existing drainage ditches on the Premises free and clear of all obstacles and shall not cause any drainage problems on or stemming from the Premises based on his farming or other activities on the Premises.

Lessee shall be fully and solely responsible, at Lessee's expense, for maintaining the Premises in good repair and shall commit no waste thereupon, excepting ordinary wear, including but not limited to the land comprising the Premises, the Premises' structures, foundations, roofs, windows, plumbing, heating, well, electrical and any appliances or other personal property located on the Premises. If Lessee fails to do so, Lessor may enter upon the Premises and make all proper and necessary repairs, and the cost thereof shall be additional rent, due and owing from Lessee to Lessor on the 1st day of the month following the completion of such repairs.

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Farm machinery and equipment, when not in use, shall be stored inside of the existing structures on the Premises to the extent feasible.

No buildings, sheds or structures of any kind shall be erected on the Premises, nor modifications to any existing structures or the land made, except in the course of normal farming operations, without the prior written consent of the Lessor.

4. **INDEMNITY AND INSURANCE.** Lessee shall indemnify, defend and hold harmless Lessor from any claim made against Lessor for property damage or personal injury or death arising out of any alleged wrongful act or omission on the part of Lessee in connection with the Premises, notwithstanding the fact that Lessor may also be at fault to some degree. The word "claim" as used in this paragraph includes, but is not limited to, reasonable attorney's fees expended by Lessor, and the costs and expenses of litigation or settlement, arising from any claim. Lessor includes the Township Trustees of Schools, School District 113A, the Board of Education of School District 113A and its members, employees, officers and agents in their official and individual capacities.

Lessee shall at all times during the term of this lease maintain in force, at Lessee's expense, broad form liability insurance, including contractual liability, farming operations and motor vehicle coverage, in an amount not less than \$1,000,000.00 in a form, and issued by a company reasonably acceptable to Lessor. Such insurance shall be evidenced by Certificates of Insurance, a copy to be provided to the Lessor, providing that the insurance may not be canceled, modified or non-renewed without thirty (30) days written notice to Lessor.

5. **USE, SUBLET AND ASSIGNMENT.** Lessee will not allow the Premises to be used for any purpose other than for purposes of growing and harvesting farm products. The existing structures on the Premises may be utilized for their ordinary and regular uses for farm purposes. Under no condition shall any portion of the Premises or structures thereon be used for residential or other purposes of any kind. The Premises shall not be occupied, or farmed in

whole or in part, by any person not a Lessee or a member of Lessee's family, or employee of Lessee, and the Lessee will not sublet the same or any part thereof nor assign this lease to anyone, including family members, without in each case the Lessor's prior written consent and will not permit the transfer of the interest in the Premises acquired through this lease. Lessee will not permit the Premises to be used for any unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood or of Lessor and will not permit any alteration of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor. All alterations and additions to the Premises shall remain for the benefit of the Lessor at the termination of this lease or any extension(s) thereof, unless specifically otherwise provided by Lessor's written consent.

6. **TAXES AND UTILITIES.** Lessee shall pay those real property taxes, sewer and water taxes or charges and all gas, electricity, telephone, utility and other bills or liens, incurred as a result of Lessee's use of the Premises, that are specifically attributable to the use of the Premises by Lessee during the term of this lease. Lessee's real property tax for the Premises shall not exceed the actual figure arrived at for that part of the Premises specially assessed as agricultural for tax valuation purposes by the responsible county and township assessors' offices. In the event any of the foregoing items are not paid when due, Lessor shall have the right to pay the same, which amount when so paid, shall be due and payable to the Lessor by the Lessee on the 1st day of the month following such payment. Items unpaid thirty (30) days after billing by Lessor shall accrue interest at the rate of one (1%) percent per month.

7. **COMPLIANCE.** Lessee will in every respect comply with all laws, regulations and ordinances applicable to the Premises and Lessee's use of the Premises.

8. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns.

9. **SEVERABILITY.** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

10. **FAILURE TO YIELD POSSESSION.** In the event Lessee fails to surrender possession upon termination of this lease or any extension thereof due to Lessee's breach or after due notice of termination by Lessor under Paragraph 2, Lessee shall pay Lessor Two Hundred and No/100 (\$200.00) Dollars per day for each day Lessee fails to surrender possession, in addition to, and without waiver of, any other rights of, and remedies available to Lessor. However, if due to any cause beyond the control of Lessee, any unharvested crops remain upon the Premises at the time of the expiration of this lease, Lessee shall have an additional thirty (30) days, to complete the harvesting of such crops. Unless notified by the Lessor at least thirty (30) days before the expiration of the term of this lease that the Lessor does not intend to lease these Premises to Lessee for any period beyond the termination of this lease, Lessee shall have a maximum of thirty (30) days following the expiration of the term of this lease to remove the silo

owned by Lessee on the Premises. Lessee shall pay all of Lessor's reasonable attorney's fees and costs and expenses of litigation in enforcing the terms of this lease.

11. **ACCESS.** Lessee shall allow Lessor reasonable access to the Premises during the term of this Lease for the purpose of periodically inspecting the Premises and performing any tests or performing field work related to the possible future construction of a school on the Premises after termination of the lease.

In addition, Lessee shall allow Lessor access to the Premises for the purpose of inspecting the condition of the barn on the Premises, and for the purpose of demolishing and removing said barn, at Lessor's expense, if Lessor, at its sole option, determines that demolition and removal are necessary.

12. **NOTICES.** Notices given pursuant to this lease shall be in writing and given either by actual delivery of the notice into the hands of the party entitled to receive it with an affidavit of service executed by the person delivering such notice or by mailing of the notice in the United States mail, certified mail, return receipt requested, with proper postage, to the following addresses:

Lessee:

Raymond J. Walschlager
Attorney at Law
11697 Archer Avenue
Lemont, Illinois 60439

Lessor:

Superintendent
Lemont-Bromberek Combined
School District 113A
16100 - 127th Street
Lemont, Illinois 60439

With a copy to:

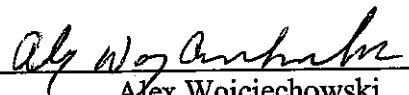
Michael J. Duggan
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606

The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the party entitled to it and in the case of mailing on the date of deposit in the mail as provided above.

13. This lease shall become effective, and be deemed dated, as of the date the last of the parties signs as set forth below.

IN WITNESS WHEREOF, the parties have signed this lease as of the date set forth below their respective signatures.

LESSEE:

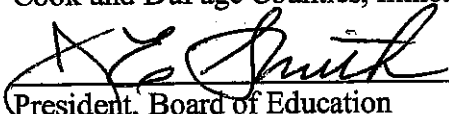


Alex Wojciechowski

Dated: 2-11-03

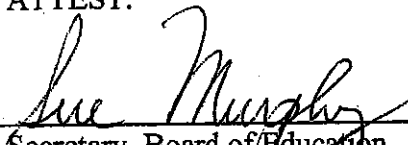
LESSOR:

BOARD OF EDUCATION
LEMONT-BROMBEREK COMBINED
SCHOOL DISTRICT NO. 113A
Cook and DuPage Counties, Illinois



President, Board of Education

ATTEST:



Secretary, Board of Education

Dated: 2/10/03

LEASE

SCHOOL DISTRICT 113A/WOJCIECHOWSKI

In consideration of the mutual covenants and agreements herein stated, the Board of Education of Lemont-Bromberek Combined School District 113A, Cook and DuPage Counties, Illinois ("Lessor") hereby leases to Alex Wojciechowski ("Lessee"), and Lessee hereby leases from Lessor, solely for purposes of farming the following described Premises (the "Premises"), together with the appurtenances thereto:

ALL THAT PART OF THE NORTH ½ OF THE SOUTH ½ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF DERBY ROAD, EXCEPT THAT PART LYING WITHIN FOX HILLS UNIT 2, A SUBDIVISION OF PARTS OF LOTS 3 AND 6 IN CIRCUIT COURT PARTITION A SUBDIVISION OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, TOGETHER WITH PARTS OF LOTS 2, 7 AND 8 IN COUNTY CLERK'S DIVISION OF THE SOUTH ½ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,

excluding, however, all those portions of the Premises taken or used for public roads and utility easement purposes and the following:

A TRACT OF LAND BEGINNING AT A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, 150 FEET EAST OF THE INTERSECTION OF THE EAST-WEST AND NORTH-SOUTH QUARTER SECTION LINES OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID NORTH-SOUTH QUARTER SECTION LINE 475 FEET; THENCE EAST AT A RIGHT ANGLE TO SAID NORTH-SOUTH QUARTER SECTION LINE 115 FEET; THENCE NORTH AT A RIGHT ANGLE 475 FEET TO THE POINT OF INTERSECTION WITH SAID EAST-WEST QUARTER SECTION LINE; THENCE WEST ALONG SAID EAST-WEST QUARTER SECTION LINE TO THE POINT OF BEGINNING, BUT EXCLUDING THE 131ST STREET RIGHT OF WAY, ALL IN COOK COUNTY, ILLINOIS.

A sketch showing the general location of the Premises, which Premises do not include that portion shaded in yellow and the portions shown for utility easement and road purposes, is attached hereto as **EXHIBIT A.**

1. **RENT.** Lessee shall be allowed to farm the Premises at a rent of \$340 for the term of this Lease. Said payment shall be due within thirty (30) days of the execution of this Lease.

2. **TERM.** The term of this lease shall begin upon execution by both parties hereto and shall terminate on February 28, 2003. This lease may be extended for additional one-year periods solely at Lessor's option. Lessor shall notify Lessee at least thirty (30) days before any termination date of its intent to extend or to terminate this lease.

3. **CONDITION OF PROPERTY, MAINTENANCE AND RISK OF LOSS.** Lessee acknowledges that Lessor has made no representations, and makes no warranties, whatsoever, as to the condition or habitability of the Premises. Lessee assumes all risk of personal or real property damage and crop damage or personal injury, including death, arising out of the use, condition or habitability of the Premises. Lessee shall not cut or remove any trees from the Premises without the prior written consent of the Lessor. Lessee shall maintain any existing drainage ditches on the Premises free and clear of all obstacles and shall not cause any drainage problems on or stemming from the Premises based on his farming or other activities on the Premises.

Lessee shall be fully and solely responsible, at Lessee's expense, for maintaining the Premises in good repair and shall commit no waste thereupon, excepting ordinary wear, including but not limited to the land comprising the Premises, the Premises' structures, foundations, roofs, windows, plumbing, heating, well, electrical and any appliances or other personal property located on the Premises. If Lessee fails to do so, Lessor may enter upon the Premises and make all proper and necessary repairs, and the cost thereof shall be additional rent,

due and owing from Lessee to Lessor on the 1st day of the month following the completion of such repairs.

In the event the Premises become unfit or unusable for farming for any reason or are damaged in any fashion or are otherwise destroyed by catastrophe, act or event, Lessor shall not have any obligation to restore, replace, rebuild or repair the Premises in any fashion.

Any personal property brought onto or kept on the Premises, including but not limited to machinery or motorized vehicles, whether owned by Lessee or others, shall be at the sole risk and liability of Lessee in the event of any loss or damage to such property.

Farm machinery and equipment, when not in use, shall be stored inside of the existing structures on the Premises to the extent feasible.

No buildings, sheds or structures of any kind shall be erected on the Premises, nor modifications to any existing structures or the land made, except in the course of normal farming operations, without the prior written consent of the Lessor.

4. **INDEMNITY AND INSURANCE.** Lessee shall indemnify, defend and hold harmless Lessor from any claim made against Lessor for property damage or personal injury or death arising out of any alleged wrongful act or omission on the part of Lessee in connection with the Premises, notwithstanding the fact that Lessor may also be at fault to some degree. The word "claim" as used in this paragraph includes, but is not limited to, reasonable attorney's fees expended by Lessor, and the costs and expenses of litigation or settlement, arising from any claim. Lessor includes the Township Trustees of Schools, School District 113A, the Board of Education of School District 113A and its members, employees, officers and agents in their official and individual capacities.

Lessee shall at all times during the term of this lease maintain in force, at Lessee's expense, broad form liability insurance, including contractual liability, farming operations and motor vehicle coverage, in an amount not less than \$1,000,000.00 in a form, and issued by a

company reasonably acceptable to Lessor. Such insurance shall be evidenced by Certificates of Insurance, a copy to be provided to the Lessor, providing that the insurance may not be canceled, modified or non-renewed without thirty (30) days written notice to Lessor.

5. **USE, SUBLET AND ASSIGNMENT.** Lessee will not allow the Premises to be used for any purpose other than for purposes of growing and harvesting farm products. The existing structures on the Premises may be utilized for their ordinary and regular uses for farm purposes. Under no condition shall any portion of the Premises or structures thereon be used for residential or other purposes of any kind. The Premises shall not be occupied, or farmed in whole or in part, by any person not a Lessee or a member of Lessee's family, or employee of Lessee, and the Lessee will not sublet the same or any part thereof nor assign this lease to anyone, including family members, without in each case the Lessor's prior written consent and will not permit the transfer of the interest in the Premises acquired through this lease. Lessee will not permit the Premises to be used for any unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood or of Lessor and will not permit any alteration of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor. All alterations and additions to the Premises shall remain for the benefit of the Lessor at the termination of this lease or any extension(s) thereof, unless specifically otherwise provided by Lessor's written consent.

6. **TAXES AND UTILITIES.** Lessee shall pay those real property taxes, sewer and water taxes or charges and all gas, electricity, telephone, utility and other bills or liens, incurred as a result of Lessee's use of the Premises, that are specifically attributable to the use of the Premises by Lessee during the term of this lease. Lessee's real property tax for the Premises shall not exceed the actual figure arrived at for that part of the Premises specially assessed as agricultural for tax valuation purposes by the responsible county and township assessors' offices. In the event any of the foregoing items are not paid when due, Lessor shall have the right to pay

the same, which amount when so paid, shall be due and payable to the Lessor by the Lessee on the 1st day of the month following such payment. Items unpaid thirty (30) days after billing by Lessor shall accrue interest at the rate of one (1%) percent per month.

7. **COMPLIANCE.** Lessee will in every respect comply with all laws, regulations and ordinances applicable to the Premises and Lessee's use of the Premises.

8. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns.

9. **SEVERABILITY.** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

10. **FAILURE TO YIELD POSSESSION.** In the event Lessee fails to surrender possession upon termination of this lease or any extension thereof due to Lessee's breach or after due notice of termination by Lessor under Paragraph 2, Lessee shall pay Lessor Two Hundred and No/100 (\$200.00) Dollars per day for each day Lessee fails to surrender possession, in addition to, and without waiver of, any other rights of, and remedies available to Lessor. However, if due to any cause beyond the control of Lessee, any unharvested crops remain upon the Premises at the time of the expiration of this lease, Lessee shall have an additional thirty (30) days, to complete the harvesting of such crops. Unless notified by the Lessor at least thirty (30) days before the expiration of the term of this lease that the Lessor does not intend to lease these

Premises to Lessee for any period beyond the termination of this lease, Lessee shall have a maximum of thirty (30) days following the expiration of the term of this lease to remove the silo owned by Lessee on the Premises. Lessee shall pay all of Lessor's reasonable attorney's fees and costs and expenses of litigation in enforcing the terms of this lease.

11. **ACCESS.** Lessee shall allow Lessor reasonable access to the Premises during the term of this Lease for the purpose of periodically inspecting the Premises and performing any tests or performing field work related to the possible future construction of a school on the Premises after termination of the lease.

12. **NOTICES.** Notices given pursuant to this lease shall be in writing and given either by actual delivery of the notice into the hands of the party entitled to receive it with an affidavit of service executed by the person delivering such notice or by mailing of the notice in the United States mail, certified mail, return receipt requested, with proper postage, to the following addresses:

Lessee:

Raymond J. Walschlager
Attorney at Law
11697 Archer Avenue
Lemont, Illinois 60439

Lessor:

Superintendent
Lemont-Bromberek Combined
School District 113A
16100 - 127th Street
Lemont, Illinois 60439

With a copy to:

Michael J. Duggan
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606

The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the party entitled to it and in the case of mailing on the date of deposit in the mail as provided above.

13. This lease shall become effective, and be deemed dated, as of the date the last of the parties signs as set forth below.

IN WITNESS WHEREOF, the parties have signed this lease as of the date set forth below their respective signatures.

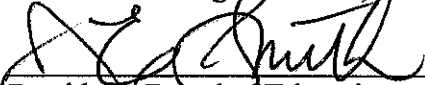
LESSEE:


Alex Wojciechowski


Dated: 2/4/02

LESSOR:

BOARD OF EDUCATION
LEMONT-BROMBEREK COMBINED
SCHOOL DISTRICT NO. 113A
Cook and DuPage Counties, Illinois


President, Board of Education

ATTEST:


Secretary, Board of Education

Dated: 2/6/02

LAW OFFICES

KLEIN, THORPE AND JENKINS, LTD.

SUITE 1660

20 NORTH WACKER DRIVE
CHICAGO, ILLINOIS 60606-2903

TELEPHONE (312) 984-6400

FACSIMILE (312) 984-6444

FACSIMILE (312) 606-7077

ORLAND PARK OFFICE

16010 S. RAVINIA AVE., SUITE 17

ORLAND PARK, IL 60462-3162

TELEPHONE (708) 349-3888

FACSIMILE (708) 349-1905

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E. KENNETH FRICKER
GERARD S. DEMPSEY
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JAMES P. BARTLEY
RICHARD T. WIMMER
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JANET N. PETSCH
JAMES V. PEROLO
RINDA Y. ALLISON

MICHAEL T. JURUSIK
THOMAS M. MELODY
LANCE C. MALINA
THOMAS H. BENTZ, JR.
JULIE E. HEUBERGER
MICHAEL P. O'BRIEN
DAVID J. FISH

OF COUNSEL
ARTHUR C. THORPE
PHILIPPE R. WEISS

WRITER'S DIRECT DIAL
(312) 984-6425

WRITER'S E-MAIL
ryallison@ktjnet.com

March 30, 2000

VIA FACSIMILE (603) 243-3005

Patrick R. Gavin
Business Manager
School District 113A
16100 127th Street
Lemont, IL 60439

Re: Wojciechowski Lease

Dear Pat:

Included with this transmission is a revised lease for Mr. Wojciechowski to farm the property through February 28, 2001. The lease provides, in Section 2, for one year extensions solely at the District's option and that you will give 30 days' notice of your plan to extend or terminate at the end of a lease period.

As we discussed, I have increased the broad form liability insurance amount in Section 4 to \$1,000,000.00 from \$300,000.00.

Other than that I have made a number of stylistic or clarifying changes but no substantive changes.

If you have any questions in this matter, please feel free to call me either at home at (630) 469-5347 tomorrow or Monday or here at the office Tuesday.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

Rinda

Rinda Y. Allison

RYA/ijm
enclosure

cc: Michael J. Duggan
C:\ijm\RYA\SD113\Letters\Gavin-Lease trans.wpd

Facsimile Cover Page

KLEIN, THORPE AND JENKINS, LTD.

20 North Wacker Drive

Chicago, Illinois 60606

312/984-6400

312/984-6425(direct line)

312/606-7077(facsimile)

Sender: Rinda Y. Allison

To: Pat Gavin
SD 113A

Fax Number: 630-243-3005

Date: 1-30-02

Number of Pages, Including Cover Sheet: 11

Comments: Please as sent to you last year
(not a signed copy - I don't have that)

The materials enclosed with this facsimile transmission are private and confidential and are the property of the sender. The information contained in the material is privileged and is intended only for the use of the individual(s) or entity(ies) named above. If you are not the intended recipient, be advised that any unauthorized disclosure, copying, distribution, or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this facsimile transmission in error, please immediately notify us by telephone (collect calls will be accepted) to arrange for return of the forwarded documents to us at our expense.

LEASE

SCHOOL DISTRICT 113A/WOJCIECHOWSKI

In consideration of the mutual covenants and agreements herein stated, the Board of Education of Lemont-Bromberek Combined School District 113A, Cook and DuPage Counties, Illinois ("Lessor") hereby leases to Alex Wojciechowski ("Lessee"), and Lessee hereby leases from Lessor, solely for purposes of farming the following described Premises (the "Premises"), together with the appurtenances thereto:

ALL THAT PART OF THE NORTH ½ OF THE SOUTH ½ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF DERBY ROAD, EXCEPT THAT PART LYING WITHIN FOX HILLS UNIT 2, A SUBDIVISION OF PARTS OF LOTS 3 AND 6 IN CIRCUIT COURT PARTITION A SUBDIVISION OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, TOGETHER WITH PARTS OF LOTS 2, 7 AND 8 IN COUNTY CLERK'S DIVISION OF THE SOUTH ½ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,

excluding, however, all those portions of the Premises taken or used for public roads and utility easement purposes and the following:

A TRACT OF LAND BEGINNING AT A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, 150 FEET EAST OF THE INTERSECTION OF THE EAST-WEST AND NORTH-SOUTH QUARTER SECTION LINES OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID NORTH-SOUTH QUARTER SECTION LINE 475 FEET; THENCE EAST AT A RIGHT ANGLE TO SAID NORTH-SOUTH QUARTER SECTION LINE 115 FEET; THENCE NORTH AT A RIGHT ANGLE 475 FEET TO THE POINT OF INTERSECTION WITH SAID EAST-WEST QUARTER SECTION LINE; THENCE WEST ALONG SAID EAST-WEST

QUARTER SECTION LINE TO THE POINT OF BEGINNING,
BUT EXCLUDING THE 131ST STREET RIGHT OF WAY, ALL IN
COOK COUNTY, ILLINOIS.

A sketch showing the general location of the Premises, which Premises do not include that portion shaded in yellow and the portions shown for utility easement and road purposes, is attached hereto as EXHIBIT A.

1. RENT. Lessee shall be allowed to farm the Premises at a rent of \$340 for the term of this Lease. Said payment shall be due within thirty (30) days of the execution of this Lease.

2. TERM. The term of this lease shall begin upon execution by both parties hereto and shall terminate on February 28, 200⁷. This lease may be extended for additional one-year periods solely at Lessor's option. Lessor shall notify Lessee at least thirty (30) days before any termination date of its intent to extend or to terminate this lease.

3. CONDITION OF PROPERTY, MAINTENANCE AND RISK OF LOSS. Lessee acknowledges that Lessor has made no representations, and makes no warranties, whatsoever, as to the condition or habitability of the Premises. Lessee assumes all risk of personal or real property damage and crop damage or personal injury, including death, arising out of the use, condition or habitability of the Premises. Lessee shall not cut or remove any trees from the Premises without the prior written consent of the Lessor. Lessee shall maintain any existing drainage ditches on the Premises free and clear of all obstacles and shall not cause any drainage problems on or stemming from the Premises based on his farming or other activities on the Premises.

Lessee shall be fully and solely responsible, at Lessee's expense, for maintaining the Premises in good repair and shall commit no waste thereupon, excepting ordinary wear, including but not limited to the land comprising the Premises, the Premises' structures, foundations, roofs, windows,

plumbing, heating, well, electrical and any appliances or other personal property located on the Premises. If Lessee fails to do so, Lessor may enter upon the Premises and make all proper and necessary repairs, and the cost thereof shall be additional rent, due and owing from Lessee to Lessor on the 1st day of the month following the completion of such repairs.

In the event the Premises become unfit or unusable for farming for any reason or are damaged in any fashion or are otherwise destroyed by catastrophe, act or event, Lessor shall not have any obligation to restore, replace, rebuild or repair the Premises in any fashion.

Any personal property brought onto or kept on the Premises, including but not limited to machinery or motorized vehicles, whether owned by Lessee or others, shall be at the sole risk and liability of Lessee in the event of any loss or damage to such property.

Farm machinery and equipment, when not in use, shall be stored inside of the existing structures on the Premises to the extent feasible.

No buildings, sheds or structures of any kind shall be erected on the Premises, nor modifications to any existing structures or the land made, except in the course of normal farming operations, without the prior written consent of the Lessor.

4. **INDEMNITY AND INSURANCE.** Lessee shall indemnify, defend and hold harmless Lessor from any claim made against Lessor for property damage or personal injury or death arising out of any alleged wrongful act or omission on the part of Lessee in connection with the Premises, notwithstanding the fact that Lessor may also be at fault to some degree. The word "claim" as used in this paragraph includes, but is not limited to, reasonable attorney's fees expended by Lessor, and the costs and expenses of litigation or settlement, arising from any claim. Lessor includes the Township Trustees of Schools, School District 113A, the Board of Education of School

District 113A and its members, employees, officers and agents in their official and individual capacities.

Lessee shall at all times during the term of this lease maintain in force, at Lessee's expense, broad form liability insurance, including contractual liability, farming operations and motor vehicle coverage, in an amount not less than \$1,000,000.00 in a form, and issued by a company reasonably acceptable to Lessor. Such insurance shall be evidenced by Certificates of Insurance, a copy to be provided to the Lessor, providing that the insurance may not be canceled, modified or non-renewed without thirty (30) days written notice to Lessor.

5. USE, SUBLET AND ASSIGNMENT. Lessee will not allow the Premises to be used for any purpose other than for purposes of growing and harvesting farm products. The existing structures on the Premises may be utilized for their ordinary and regular uses for farm purposes. Under no condition shall any portion of the Premises or structures thereon be used for residential or other purposes of any kind. The Premises shall not be occupied, or farmed in whole or in part, by any person not a Lessee or a member of Lessee's family, or employee of Lessee, and the Lessee will not sublet the same or any part thereof nor assign this lease to anyone, including family members, without in each case the Lessor's prior written consent and will not permit the transfer of the interest in the Premises acquired through this lease. Lessee will not permit the Premises to be used for any unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood or of Lessor and will not permit any alteration of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor. All alterations and additions to the Premises shall remain for the benefit of the Lessor at the termination of this lease or any extension(s) thereof, unless specifically otherwise provided by Lessor's written consent.

6. **TAXES AND UTILITIES.** Lessee shall pay those real property taxes, sewer and water taxes or charges and all gas, electricity, telephone, utility and other bills or liens, incurred as a result of Lessee's use of the Premises, that are specifically attributable to the use of the Premises by Lessee during the term of this lease. Lessee's real property tax for the Premises shall not exceed the actual figure arrived at for that part of the Premises specially assessed as agricultural for tax valuation purposes by the responsible county and township assessors' offices. In the event any of the foregoing items are not paid when due, Lessor shall have the right to pay the same, which amount when so paid, shall be due and payable to the Lessor by the Lessee on the 1st day of the month following such payment. Items unpaid thirty (30) days after billing by Lessor shall accrue interest at the rate of one (1%) percent per month.

7. **COMPLIANCE.** Lessee will in every respect comply with all laws, regulations and ordinances applicable to the Premises and Lessee's use of the Premises.

8. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns.

9. **SEVERABILITY.** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

10. **FAILURE TO YIELD POSSESSION.** In the event Lessee fails to surrender possession upon termination of this lease or any extension thereof due to Lessee's breach or after due notice of termination by Lessor under Paragraph 2, Lessee shall pay Lessor Two Hundred and No/100 (\$200.00) Dollars per day for each day Lessee fails to surrender possession, in addition to, and without waiver of, any other rights of, and remedies available to Lessor. However, if due to any cause beyond the control of Lessee, any unharvested crops remain upon the Premises at the time of the expiration of this lease, Lessee shall have an additional thirty (30) days, to complete the harvesting of such crops. Unless notified by the Lessor at least thirty (30) days before the expiration of the term of this lease that the Lessor does not intend to lease these Premises to Lessee for any period beyond the termination of this lease, Lessee shall have a maximum of thirty (30) days following the expiration of the term of this lease to remove the silo owned by Lessee on the Premises. Lessee shall pay all of Lessor's reasonable attorney's fees and costs and expenses of litigation in enforcing the terms of this lease.

11. **ACCESS.** Lessee shall allow Lessor reasonable access to the Premises during the term of this Lease for the purpose of periodically inspecting the Premises and performing any tests or performing field work related to the possible future construction of a school on the Premises after termination of the lease.

12. **NOTICES.** Notices given pursuant to this lease shall be in writing and given either by actual delivery of the notice into the hands of the party entitled to receive it with an affidavit of service executed by the person delivering such notice or by mailing of the notice in the United States mail, certified mail, return receipt requested, with proper postage, to the following addresses:

Lessee:

Raymond J. Walschlager
Attorney at Law
11697 Archer Avenue
Lemont, Illinois 60439

Lessor:

Superintendent
Lemont-Bromberek Combined
School District 113A
16100 - 127th Street
Lemont, Illinois 60439

With a copy to:

Michael J. Duggan
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606

The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the party entitled to it and in the case of mailing on the date of deposit in the mail as provided above.

13. This lease shall become effective, and be deemed dated, as of the date the last of the parties signs as set forth below.

IN WITNESS WHEREOF, the parties have signed this lease as of the date set forth below
their respective signatures.

LESSEE:

LESSOR:

BOARD OF EDUCATION
LEMONT-BROMBEREK COMBINED
SCHOOL DISTRICT NO. 113A
Cook and DuPage Counties, Illinois

Alex Wojciechowski

President, Board of Education

Dated: _____

ATTEST:

Secretary, Board of Education

Dated: _____

RPT:smr
2/2/93

LEASE

SCHOOL DISTRICT 113A/WOJCIECHOWSKI

In consideration of the mutual covenants and agreements herein stated, the Board of Education of Lemont-Bromberek Combined School District No. 113A, Cook and DuPage Counties, Illinois ("Lessor") hereby leases to Alex Wojciechowski ("Lessee"), and Lessee hereby leases from Lessor, solely for purposes of farming the following described Premises (the "Premises"), together with the appurtenances thereto:

ALL THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF DERBY ROAD, EXCEPT THAT PART LYING WITHIN FOX HILLS UNIT 2, A SUBDIVISION OF PARTS OF LOTS 3 AND 6 IN CIRCUIT COURT PARTITION A SUBDIVISION OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, TOGETHER WITH PARTS OF LOTS 2, 7 AND 8 IN COUNTY CLERK'S DIVISION OF THE SOUTH 1/2 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,

excluding, however, all those portions of the Premises taken or used for public roads and utility easement purposes and the following:

A TRACT OF LAND BEGINNING AT A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, 150 FEET EAST OF THE INTERSECTION OF THE EAST-WEST AND NORTH-SOUTH QUARTER SECTION LINES OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID NORTH-SOUTH QUARTER SECTION LINE 475 FEET; THENCE EAST AT A RIGHT ANGLE TO SAID NORTH-SOUTH QUARTER SECTION LINE 115 FEET; THENCE

RPT:smr
2/2/93

NORTH AT A RIGHT ANGLE 475 FEET TO THE POINT OF INTERSECTION WITH SAID EAST-WEST QUARTER SECTION LINE; THENCE WEST ALONG SAID EAST-WEST QUARTER SECTION LINE TO THE POINT OF BEGINNING, BUT EXCLUDING THE 131ST STREET RIGHT OF WAY, ALL IN COOK COUNTY, ILLINOIS.

A sketch showing the general location of the Premises, which Premises do not include that portion shaded in yellow and the portions shown for utility easement and road purposes, is attached hereto as EXHIBIT A.

1. RENT. Lessee shall be allowed to farm the Premises at a rent of \$340 for the term of this Lease. Said payment shall be due within thirty (30) days of the execution of this Lease.

2. TERM. The term of this lease shall begin upon execution by both parties hereto and shall terminate on February 28, 1994.

3. CONDITION OF PROPERTY, MAINTENANCE AND RISK OF LOSS. Lessee acknowledges that Lessor has made no representations, and makes no warranties, whatsoever, as to the condition or habitability of the Premises. Lessee assumes all risk of personal or real property damage and crop damage or personal injury, including death, arising out of the use, condition or habitability of the Premises. Lessee shall not cut or remove any trees from the Premises without the prior written consent of the Lessor. Lessee shall maintain any existing drainage ditches on the Premises free and clear of all obstacles and shall not cause any drainage problems on or stemming from the Premises based on his farming or other activities on the Premises.

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2/2/93

Lessee shall be fully and solely responsible, at Lessee's expense, for maintaining the Premises in good repair and shall commit no waste thereupon, excepting ordinary wear, including but not limited to the land comprising the Premises, the Premises' structures, foundations, roofs, windows, plumbing, heating, well, electrical and any appliances or other personal property located on the Premises. If Lessee fails to do so, Lessor may enter upon the Premises and make all proper and necessary repairs, and the cost thereof shall be additional rent, due and owing from Lessee to Lessor on the 1st day of the month following the completion of such repairs.

In the event the Premises become unfit or unusable for farming for any reason or are damaged in any fashion or are otherwise destroyed by catastrophe, act or event, Lessor shall not have any obligation to restore, replace, rebuild or repair the Premises in any fashion.

Any personal property brought onto or kept on the Premises, including but not limited to machinery or motorized vehicles, whether owned by Lessee or others, shall be at the sole risk and liability of Lessee in the event of any loss or damage to such property.

Farm machinery and equipment, when not in use, shall be stored inside of the existing structures on the Premises to the extent feasible.

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2/2/93

No buildings, sheds or structures of any kind shall be erected on the Premises, nor modifications to any existing structures or the land made, except in the course of normal farming operations, without the prior written consent of the Lessor.

4. INDEMNITY AND INSURANCE. Lessee shall indemnify, defend and hold harmless Lessor from any claim made against Lessor for property damage or personal injury or death arising out of any alleged wrongful act or omission on the part of Lessee in connection with the Premises, notwithstanding the fact that Lessor may also be at fault to some degree. The word "claim" as used in this paragraph includes, but is not limited to, reasonable attorney's fees expended by Lessor, and the costs and expenses of litigation or settlement, arising from any claim. Lessor includes the Township Trustees of Schools, School District 113A, the Board of Education of School District 113A and its members, employees, officers and agents in their official and individual capacities.

Lessee shall at all times during the term of this lease maintain in force, at Lessee's expense, broad form liability insurance, including contractual liability, farming operations and motor vehicle coverages, in an amount not less than \$300,000.00 in a form, and issued by a company, reasonably acceptable to Lessor. Such insurance shall be evidenced by Certificates of Insurance, a copy to be provided to the Lessor, providing that the insurance may not be cancelled, modified or non-renewed without thirty (30) days written notice to Lessor.

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2/2/93

5. USE, SUBLET AND ASSIGNMENT. Lessee will not allow the Premises to be used for any purpose other than for purposes of growing and harvesting farm products. The existing structures on the Premises may be utilized for their ordinary and regular uses for farm purposes. Under no condition shall any portion of the Premises or structures thereon be used for residential or other purposes of any kind. The Premises shall not be occupied, or farmed in whole or in part, by any other person not a member of Lessee's family, or employee of Lessee, to anyone, including family members, and the Lessee will not sublet the same or any part thereof nor assign this lease to anyone, including family members, without in each case the Lessor's written consent, and will not permit the transfer of the interest in the Premises acquired through this lease. Lessee will not permit the Premises to be used for any unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood and will not permit any alteration of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor. All alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided by Lessor's written consent.

6. TAXES AND UTILITIES. Lessee shall pay those real property taxes, sewer and water taxes or charges and all gas, electricity, telephone, utility and other bills or liens, incurred as a result of Lessee's use of the Premises, that are specifically

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2/2/93

attributable to the use of the Premises by Lessee during the term of this lease. Lessee's real property tax for the Premises shall not exceed \$500.00 for the term of this lease or the actual figure arrived at for that part of the Premises specially assessed as agricultural for tax valuation purposes by the responsible county and township assessors' offices, whichever is less. In the event any of the foregoing items are not paid when due, Lessor shall have the right to pay the same, which amount when so paid, shall be due and payable to the Lessor by the Lessee on the 1st day of the month following such payment. Items unpaid thirty (30) days after billing by Lessor shall accrue interest at the rate of one (1%) percent per month.

7. COMPLIANCE. Lessee will in every respect comply with all laws, regulations and ordinances applicable to the Premises and Lessee's use of the Premises.

8. PLURALS; SUCCESSORS. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns.

9. SEVERABILITY. If any clause, phrase, provision or portion of this lease or the application thereof to any person or

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2/2/93

circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

10. FAILURE TO YIELD POSSESSION. In the event Lessee fails to surrender possession upon termination of this lease due to Lessee's breach or after due notice of termination by Lessor under Paragraph 2, Lessee shall pay Lessor Two Hundred and No/100 (\$200.00) Dollars per day for each day Lessee fails to surrender possession, in addition to, and without waiver of, any other rights of, and remedies available to, Lessor. However, if due to any cause beyond the control of Lessee, any unharvested crops remain upon the Premises at the time of the expiration of this lease, Lessee shall have until March 15, 1994 to complete the harvesting of such crops. Unless notified by the Lessor at least 30 days before the expiration of the term of this lease that the Lessor does not intend to lease these Premises to Lessee for any period beyond the termination of this lease, Lessee shall have a maximum of 30 days following the expiration of the term of this lease to remove the silo on the Premises owned by Lessee. Lessee shall pay all of Lessor's reasonable attorney's fees and costs and expenses of litigation, in enforcing the terms of this lease.

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2/2/93

11. ACCESS. Lessee shall allow Lessor reasonable access to the Premises during the term of this Lease for the purpose of periodically inspecting the Premises and performing any tests or performing field work related to the future construction of a school after termination of the lease.

12. NOTICES. Notices given pursuant to this lease shall be in writing and given either by actual delivery of the notice into the hands of the party entitled to receive it with an affidavit of service executed by the person delivering such notice or by mailing of the notice in the United States mail, certified mail, return receipt requested, with proper postage, to the following addresses:

Lessee:

Raymond J. Walshlager
Attorney at Law
100 South Wacker Drive
Suite 400
Chicago, Illinois 60606

Lessor:

C. Thomas Reiter
Superintendent
Lemont-Bromberek Combined
School District No. 113A
1130 Kim Place
Lemont, Illinois 60439

With a copy to:

Scott F. Uhler
Klein, Thorpe and Jenkins, Ltd.
180 North La Salle Street
Chicago, Illinois 60601

The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the party entitled to it and in the case of mailing on the date of deposit in the mail as provided above.

13. This lease shall become effective, and be deemed dated, as of the date the last of the parties signs as set forth below.

RPT:smr
2/2/93

IN WITNESS WHEREOF, the parties have signed this lease as of
the date set forth below their respective signatures.

LESSOR:

BOARD OF EDUCATION
LEMONT-BROMBEREK COMBINED
SCHOOL DISTRICT NO. 113A
Cook County, Illinois

ATTEST:

President, Board of Education

Secretary, Board of Education

Dated: _____

LESSEE:

Alex Wojciechowski

Dated: _____

SFU:ajh
1/17/91

**RESOLUTION AUTHORIZING
LEASE OF REAL ESTATE**

BE IT RESOLVED by the Board of Education of Lemont-Bromberek Combined School District Number 113, Cook and DuPage Counties, Illinois, as follows:

1. A Lease of certain real estate, substantially in the form of EXHIBIT 1 attached hereto and made a part hereof, is hereby approved and the President and Secretary are authorized to enter into the Lease on behalf of this Board promptly following execution of the Lease by Lessee. In so approving the Lease, the Board hereby finds and determines the best interests of the residents of the school district will be enhanced by entering into this lease, that the real estate which is the subject of the Lease will not be immediately necessary for use as a school site, that reasonable charges for maintenance and depreciation of the buildings and land on the leased property are reflected in the lease and that the lease contains provisions for adequate insurance for both liability and property damage or loss.

2. This Resolution shall be in full force and effect upon its adoption.

ADOPTED this _____ day of _____, 1991, by a roll call vote as follows:

AYES:

NAYS:

ABSENT:

SFU:ajh
1/17/91

President, Board of Education

Attest:

Secretary, Board of Education

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1/17/91

EXHIBIT 1

LEASE

SCHOOL DISTRICT 113/WOJCIECHOWSKI

In consideration of the mutual covenants and agreements herein stated, the Board of Education of Lemont-Bromberek Combined School District No. 113, Cook and DuPage Counties, Illinois ("Lessor") hereby leases to Alex Wojciechowski ("Lessee"), and Lessee hereby leases from Lessor, solely for purposes of farming the following described Premises (the "Premises"), together with the appurtenances thereto:

ALL THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CENTER LINE OF DERBY ROAD, EXCEPT THAT PART LYING WITHIN FOX HILLS UNIT 2, A SUBDIVISION OF PARTS OF LOTS 3 AND 6 IN CIRCUIT COURT PARTITION A SUBDIVISION OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11, TOGETHER WITH PARTS OF LOTS 2, 7 AND 8 IN COUNTY CLERK'S DIVISION OF THE SOUTH 1/2 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,

excluding, however, all those portions of the Premises taken or used for public roads and utility easement purposes and the following:

A TRACT OF LAND BEGINNING AT A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, 150 FEET EAST OF THE INTERSECTION OF THE EAST-WEST AND NORTH-SOUTH QUARTER SECTION LINES OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID NORTH-SOUTH QUARTER SECTION LINE 475 FEET; THENCE EAST AT A RIGHT ANGLE TO SAID NORTH-SOUTH QUARTER SECTION LINE 115 FEET; THENCE

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1/17/91

NORTH, AT A RIGHT ANGLE 475 FEET TO THE POINT OF INTERSECTION WITH SAID EAST-WEST QUARTER SECTION LINE; THENCE WEST ALONG SAID EAST-WEST QUARTER SECTION LINE TO THE POINT OF BEGINNING, BUT EXCLUDING THE 131ST STREET RIGHT OF WAY, ALL IN COOK COUNTY, ILLINOIS.

A sketch showing the general location of the Premises, which Premises do not include that portion shaded in yellow and the portions shown for utility easement and road purposes, is attached hereto as EXHIBIT A.

1. RENT. Lessee shall be allowed to farm the Premises at a rent of \$340 for the term of this Lease. Said payment shall be due within thirty (30) days of the execution of this Lease.

2. TERM. The term of this lease shall begin upon execution by both parties hereto and shall terminate on February 28, 1992.

3. CONDITION OF PROPERTY, MAINTENANCE AND RISK OF LOSS. Lessee acknowledges that Lessor has made no representations, and makes no warranties, whatsoever, as to the condition or habitability of the Premises. Lessee assumes all risk of personal or real property damage and crop damage or personal injury, including death, arising out of the use, condition or habitability of the Premises. Lessee shall not cut or remove any trees from the Premises without the prior written consent of the Lessor. Lessee shall maintain any existing drainage ditches on the Premises free and clear of all obstacles and shall not cause any drainage problems on or stemming from the Premises based on his farming or other activities on the Premises.

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1/17/91

Lessee shall be fully and solely responsible, at Lessee's expense, for maintaining the Premises in good repair and shall commit no waste thereupon, excepting ordinary wear, including but not limited to the land comprising the Premises, the Premises' structures, foundations, roofs, windows, plumbing, heating, well, electrical and any appliances or other personal property located on the Premises. If Lessee fails to do so, Lessor may enter upon the Premises and make all proper and necessary repairs, and the cost thereof shall be additional rent, due and owing from Lessee to Lessor on the 1st day of the month following the completion of such repairs.

In the event the Premises become unfit or unusable for farming for any reason or are damaged in any fashion or are otherwise destroyed by catastrophe, act or event, Lessor shall not have any obligation to restore, replace, rebuild or repair the Premises in any fashion.

Any personal property brought onto or kept on the Premises, including but not limited to machinery or motorized vehicles, whether owned by Lessee or others, shall be at the sole risk and liability of Lessee in the event of any loss or damage to such property.

Farm machinery and equipment, when not in use, shall be stored inside of the existing structures on the Premises to the extent feasible.

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No buildings, sheds or structures of any kind shall be erected on the Premises, nor modifications to any existing structures or the land made, except in the course of normal farming operations, without the prior written consent of the Lessor.

4. **INDEMNITY AND INSURANCE**. Lessee shall indemnify, defend and hold harmless Lessor from any claim made against Lessor for property damage or personal injury or death arising out of any alleged wrongful act or omission on the part of Lessee in connection with the Premises, notwithstanding the fact that Lessor may also be at fault to some degree. The word "claim" as used in this paragraph includes, but is not limited to, reasonable attorney's fees expended by Lessor, and the costs and expenses of litigation or settlement, arising from any claim. Lessor includes the Township Trustees of Schools, School District 113, the Board of Education of School District 113 and its members, employees, officers and agents in their official and individual capacities.

Lessee shall at all times during the term of this lease maintain in force, at Lessee's expense, broad form liability insurance, including contractual liability, farming operations and motor vehicle coverages, in an amount not less than \$300,000.00 in a form, and issued by a company, reasonably acceptable to Lessor. Such insurance shall be evidenced by Certificates of Insurance, a copy to be provided to the Lessor, providing that the insurance may not be cancelled, modified or non-renewed without thirty (30) days written notice to Lessor.

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5. USE, SUBLET AND ASSIGNMENT. Lessee will not allow the Premises to be used for any purpose other than for purposes of growing and harvesting farm products. The existing structures on the Premises may be utilized for their ordinary and regular uses for farm purposes. Under no condition shall any portion of the Premises or structures thereon be used for residential or other purposes of any kind. The Premises shall not be occupied, or farmed in whole or in part, by any other person not a member of Lessee's family, or employee of Lessee, to anyone, including family members, and the Lessee will not sublet the same or any part thereof nor assign this lease to anyone, including family members, without in each case the Lessor's written consent, and will not permit the transfer of the interest in the Premises acquired through this lease. Lessee will not permit the Premises to be used for any unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood and will not permit any alteration of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor. All alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided by Lessor's written consent.

6. TAXES AND UTILITIES. Lessee shall pay those real property taxes, sewer and water taxes or charges and all gas, electricity, telephone, utility and other bills or liens, incurred as a result of Lessee's use of the Premises, that are specifically

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attributable to the use of the Premises by Lessee during the term of this lease. Lessee's real property tax for the Premises shall not exceed \$250.00 for the term of this lease or the actual figure arrived at for that part of the Premises specially assessed as agricultural for tax valuation purposes by the responsible county and township assessors' offices, whichever is less. In the event any of the foregoing items are not paid when due, Lessor shall have the right to pay the same, which amount when so paid, shall be due and payable to the Lessor by the Lessee on the 1st day of the month following such payment. Items unpaid thirty (30) days after billing by Lessor shall accrue interest at the rate of one (1%) percent per month.

7. COMPLIANCE. Lessee will in every respect comply with all laws, regulations and ordinances applicable to the Premises and Lessee's use of the Premises.

8. PLURALS; SUCCESSORS. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns.

9. SEVERABILITY. If any clause, phrase, provision or portion of this lease or the application thereof to any person or

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circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

10. **FAILURE TO YIELD POSSESSION.** In the event Lessee fails to surrender possession upon termination of this lease due to Lessee's breach or after due notice of termination by Lessor under Paragraph 2, Lessee shall pay Lessor Two Hundred and No/100 (\$200.00) Dollars per day for each day Lessee fails to surrender possession, in addition to, and without waiver of, any other rights of, and remedies available to, Lessor. However, if due to any cause beyond the control of Lessee, any unharvested crops remain upon the Premises at the time of the expiration of this lease, Lessee shall have until March 15, 1991 to complete the harvesting of such crops. Unless notified by the Lessor at least 30 days before the expiration of the term of this lease that the Lessor does not intend to lease these Premises to Lessee for any period beyond the termination of this lease, Lessee shall have a maximum of 30 days following the expiration of the term of this lease to remove the silo on the Premises owned by Lessee. Lessee shall pay all of Lessor's reasonable attorney's fees and costs and expenses of litigation, in enforcing the terms of this lease.

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IN WITNESS WHEREOF, the parties have signed this lease as of
the date set forth below their respective signatures.

LESSOR:

BOARD OF EDUCATION
LEMONT-BROMBEREK COMBINED
SCHOOL DISTRICT NO. 113
Cook County, Illinois

ATTEST:

President, Board of Education

Secretary, Board of Education

LESSEE:

Alex Wojciechowski
Alex Wojciechowski

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1/17/91

11. ACCESS. Lessee shall allow Lessor reasonable access to the Premises during the term of this Lease for the purpose of periodically inspecting the Premises and performing any tests or performing field work related to the future construction of a school after termination of the lease.

12. NOTICES. Notices given pursuant to this lease shall be in writing and given either by actual delivery of the notice into the hands of the party entitled to receive it with an affidavit of service executed by the person delivering such notice or by mailing of the notice in the United States mail, certified mail, return receipt requested, with proper postage, to the following addresses:

Lessee:

Raymond J. Walshlager
Attorney at Law
100 South Wacker Drive
Suite 400
Chicago, Illinois 60606

Lessor:

C. Thomas Reiter
Superintendent
Lemont-Bromberek Combined
School District No. 113
1130 Kim Place
Lemont, Illinois 60439

With a copy to:

Todd Faulkner
Klein, Thorpe and Jenkins, Ltd.
180 North La Salle Street
Chicago, Illinois 60601

The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the party entitled to it and in the case of mailing on the date of deposit in the mail as provided above.

13. This lease shall become effective, and be deemed dated, as of the date the last of the parties signs as set forth below.

**AGREEMENT BETWEEN DONNA & EUGENE CHMIELEWSKI AND BOARD OF
EDUCATION SCHOOL DISTRICT 113**

In consideration of the mutual covenants and agreements herein stated, the Board of Education of Lemont-Bromberek Combined School District No. 113, Cook County, Illinois ("Lessor") and Eugene and Donna Chmielewski ("Lessee") hereby amend and extend the 1988 Residence Lease ("1988 Lease") entered into between them for the premises located at 13950 131st Street, Lemont, Illinois ("the Premises") subject to the terms and conditions enumerated below. To the extent that the terms of 1988 Lease are not specifically amended by this document, those terms remain in full force and effect.

For reasons of breach of the 1988 Lease, Lessor has obtained an Order of Possession for the Premises, entered August 27, 1997 in Cook County Circuit Court Case No. 97 M5 1610, entitling Lessor to evict Lessee. Lessor will refrain from enforcement of said Order subject to Lessee's compliance with the following conditions:

1. Payment to Lessor on or before October 6, 1997 of the sum of \$3,892.06, representing the second installment of 1996 real estate taxes attributable to the Premises.
2. Payment to Lessor on or before October 6, 1997, and monthly thereafter beginning November 1, 1997 on the first of the month, of \$500.00 a month to be used by Lessor for payment of

real estate taxes attributable to the Premises as they become due.

3. Presentation to Lessor on or before October 6, 1997 of evidence of a policy of comprehensive liability insurance as required by the 1988 Lease.
4. At the time each year that the Cook County Treasurer issues second installment tax bills, if the share of taxes attributable to the Premises exceeds the amount paid for the preceding 12 months, the deficiency shall be paid within 30 days and the monthly payments due thereafter to School District 113 shall be increased by 1/12 of the amount of the deficiency, rounded to the nearest ten dollars (\$10.00).
5. At the time each year that the Cook County Treasurer issues second installment tax bills, School District 113 shall apply any portion of the total monthly tax payments made which is not due and owing to the Cook County Treasurer for the share of taxes attributable to the Premises to Lessee's outstanding debt to Lessor.
6. If an adjustment of the taxes due results in a lower tax amount attributable to the Premises, Lessor will reduce the \$500/month payment to reflect the adjustment. If taxes

increase, the \$500/month payment shall be increased to reflect the increase.

By signing this Agreement, Lessee further agrees as follows:

- a. They owe School District 113 a debt for back taxes attributable to the Premises which have been paid by School District 113, for the second installment of 1994 taxes, all of 1995 taxes and the first installment of 1996 taxes, and interest on those taxes and attorneys fees expended by School District 113 in notification of taxes due and efforts to terminate their tenancy. They understand that Lessor's signature on this Agreement in no way relieves Lessee of this debt, and that Lessor intends to pursue court action to obtain a judgment for that debt.
- b. That in the event any \$500.00 payment required by Paragraph 2, above, is more than 30 days late, Lessor may proceed directly to court enforcement of its Order of Possession. Lessee hereby specifically waives notice, to the fullest extent permissible by law.

IN WITNESS WHEREOF, the parties have signed this Agreement as
of the date set forth below their respective signatures.

BOARD OF EDUCATION, LEMONT-BROMBEREK
CONSOLIDATED SCHOOL DISTRICT NO. 113,
COOK COUNTY, ILLINOIS

By: Joseph Falise
President

Eugene Chmielewski
Eugene Chmielewski

ATTEST: George R. Rub
Secretary

Date: 10-6-97

Donna Chmielewski
Donna Chmielewski

Date: 12-10-97

Date: 10-6-97

9/12/88

EXHIBIT 1

RESIDENCE LEASE
SCHOOL DISTRICT 113/CHMIELEWSKI

In consideration of the mutual covenants and agreements herein stated, the Board of Education of Lemont Community Consolidated School District 113, Cook County, Illinois ("Lessor") hereby leases to Eugene and Donna Chmielewski ("Lessee") and Lessee hereby leases from Lessor, for private dwelling purposes the following described Premises (the "Premises"), together with the appurtenances thereto:

A TRACT OF LAND BEGINNING AT A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, 150 FEET EAST OF THE INTERSECTION OF THE EAST-WEST AND NORTH-SOUTH QUARTER SECTION LINES OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; THENCE SOUTH ALONG SAID NORTH-SOUTH QUARTER SECTION LINE 475 FEET; THENCE EAST AT A RIGHT ANGLE TO SAID NORTH-SOUTH QUARTER SECTION LINE 115 FEET; THENCE NORTH AT A RIGHT ANGLE 475 FEET TO THE POINT OF INTERSECTION WITH SAID EAST-WEST QUARTER SECTION LINE; THENCE WEST ALONG SAID EAST-WEST QUARTER SECTION LINE TO THE POINT OF BEGINNING, BUT EXCLUDING THE 131ST STREET RIGHT OF WAY, ALL IN COOK COUNTY, ILLINOIS.

A sketch showing the Premises outlined in red ink is attached hereto as Exhibit A.

1. RENT. Lessee shall be allowed to remain on the Premises rent free for the term of this lease.

2. TERM. The term of this lease shall begin immediately after the closing on the sale to Lessor of the property of which the Premises are a part and shall terminate six (6) months after notice of termination is given by Lessor to Lessee; provided,

however, termination shall not occur earlier than one (1) year from the beginning of the lease.

3. CONDITION OF PROPERTY, MAINTENANCE AND RISK OF LOSS.

Lessee acknowledges that Lessor has made no representations, and makes no warranties, whatsoever, as to the condition or habitability of the Premises. Lessee assumes all risk of property damage or personal injury, including death, arising out of the condition or habitability of the Premises. Lessee shall be fully and solely responsible, at Lessee's expense, for maintenance and repair of the Premises, including but not limited to, the Premises' structures, foundations, roofs, windows, plumbing, heating, septic system, well, electrical and any appliances or other personal property located on the Premises.

In the event the Premises become uninhabitable for any reason and/or are vacated by Lessee for more than fourteen (14) days, or the Premises are otherwise destroyed by fire or other casualty, this lease shall terminate ten (10) days after written notice by either party to the other. Neither Lessor nor Lessee shall have any obligation to rebuild or repair if the Premises become uninhabitable or are destroyed, except that in such event Lessee shall give immediate written notice to Lessor that it intends to vacate the Premises.

Any personal property located on the Premises, whether owned by Lessee or others, shall be at the sole risk and liability of Lessee in the event of any loss or damage to such property.

4. INDEMNITY AND INSURANCE. Lessee shall indemnify, defend and hold harmless Lessor from any claim made against Lessor for

property damage or personal injury or death arising out of any alleged wrongful act or omission on the part of Lessee in connection with the Premises, notwithstanding the fact that Lessor may also be at fault to some degree. The word "claim" as used in this paragraph includes, but is not limited to, reasonable attorney's fees expended by Lessor, and the costs and expenses of litigation or settlement, arising from any claim. Lessor includes the Township Trustees of Schools, School District 113, the Board of Education of School District 113 and its members, employees, officers and agents in their official and individual capacities.

Lessee shall at all times during the term of this lease maintain in force, at Lessee's expense, broad form liability insurance, including contractual liability coverage, in an amount not less than \$500,000.00 in a form, and issued by a company, reasonably acceptable to Lessor. Such insurance shall be evidenced by Certificates of Insurance providing that the insurance may not be cancelled, modified or non-renewed without thirty (30) days written notice to Lessor.

5. USE, SUBLET AND ASSIGNMENT. Lessee will not allow the Premises to be used for any purpose other than as the personal residence of the Lessee. The Premises shall not be occupied, in whole or in part, by any other persons and the Lessee will not sublet the same, or any part thereof, nor assign this lease, without in each case the Lessor's written consent, and will not permit the transfer of the interest in the Premises acquired through this lease. Lessee will not permit the Premises to be

used for any unlawful purpose or purposes that will injure the reputation of the same or of the neighborhood and will not permit any alteration of the Premises, nor allow any signs or placards posted or placed thereon, except by written consent of the Lessor. All alterations and additions to the Premises shall remain for the benefit of the Lessor unless otherwise provided by Lessor's written consent.

6. TAXES AND UTILITIES. Lessee shall pay any pro rata share of real property taxes, sewer and water taxes or charges and all gas, electricity, telephone, utility and other bills or liens, levied, charged or incurred as a result of Lessee's use of the Premises, during the term of this lease. In the event any of the foregoing items are not paid when due, Lessor shall have the right to pay the same, which amount so paid, shall be due and payable to the Lessor by the Lessee on the 1st day of the month following such payment. Items unpaid within thirty (30) days of billing by Lessor shall accrue interest at the rate of one (1%) percent per month.

7. COMPLIANCE. Lessee will in every respect comply with all laws, regulations and ordinances applicable to the Premises and Lessee's use of the Premises.

8. PLURALS; SUCCESSORS. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease, and all such persons shall be jointly and severally liable hereon; and all the covenants and agreements herein contained shall be binding upon, and inure to, their

respective successors, heirs, executors, administrators and assigns and be exercised by his or their attorney or agent.

9. SEVERABILITY. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

10. FAILURE TO YIELD POSSESSION. In the event Lessee fails to surrender possession upon termination of this lease due to Lessee's breach or after due notice of termination by Lessor under Paragraph 2, Lessee shall pay Lessor Two Hundred and No/100 (\$200.00) Dollars per day for each day Lessee fails to surrender possession, in addition to, and without waiver of, any other rights of, and remedies available to, Lessor. Lessee shall further pay all of Lessor's reasonable attorney's fees and costs and expenses of litigation, in enforcing the terms of this lease.

11. ACCESS. Lessee shall allow Lessor reasonable access to the Premises for the purpose of periodically inspecting the Premises and performing any tests or performing field work necessary for the construction of a school after termination of the lease.

12. NOTICES. Notices given pursuant to this lease shall be in writing and given either by actual delivery of the notice into the hands of the party entitled to receive it with an affidavit

of service executed by the person delivering such notice or by mailing of the notice in the United States mail, certified mail, return receipt requested, with proper postage, to the following addresses:

Lessee:

Lessor:

C. Thomas Reiter
Superintendent
Lemont Community Consolidated
School District No. 113
1130 Kim Place
Lemont, Illinois 60439

With a copy to:

Todd Faulkner
Klein, Thorpe and Jenkins, Ltd.
180 North La Salle Street
Chicago, Illinois 60601

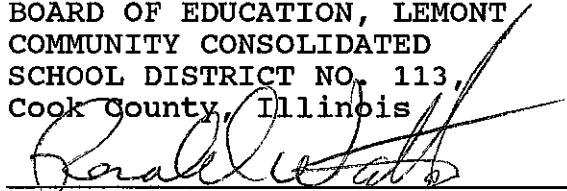
The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the party entitled to it and in the case of mailing on the date of deposit in the mail as provided above.

IN WITNESS WHEREOF, the parties have signed this lease as of the date set forth below their respective signatures.

LESSOR:

LESSEE:

BOARD OF EDUCATION, LEMONT
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 113,
Cook County, Illinois


President


Eugene Chmielewski

Attest:


Secretary


Donna Chmielewski

Dated: 9/28/88

Dated: Oct. 1, 1988

NOXIOUS WEED AGREEMENT

NOW COME the parties hereto, the Board of Education of Lemont-Bromberek Combined School District 113A, Cook and DuPage Counties, Illinois, (hereinafter referred to as “Board”) and Alex J. Wojciechowski of 3425 N. 1300 East Road, Kempton, Illinois 60946, (hereinafter referred to as “Wojciechowski”) and for and in consideration contained herein, agree as follows:

1. Presently, the Board owns vacant property located at 3950 131st Street, Lemont, Illinois. (PIN: 22-34-400-016-0000, Vol. 062)

2. It is the desire of the Board to prevent the growth of noxious weeds on said vacant property as required pursuant to the provisions of the Illinois Noxious Weed Law (505 ILCS 100/3) and to create a weed – free environment on the site and to avoid development of an environmental situation which could become injurious to those adjacent to the property and to public health in the area generally as is referred to in the Illinois Noxious Weed Law.

3. Wojciechowski hereby agrees to either mow or farm the property and to take any and all other steps necessary to prevent the growth of noxious weeds to meet the provisions of the Illinois Noxious Weed Law.

4. It is hereby acknowledged by and between the parties that in return for preventing the growth of noxious weeds, Wojciechowski shall be allowed to retain any and all crops or money received therefrom planted on said property.

5. In consideration of Wojciechowski preventing the growth of noxious weeds to meet the provisions of the Illinois Noxious Weed Law, the Board hereby agrees to pay Wojciechowski the sum of \$100.00 annually during the term of this agreement. Said amount shall be paid on or about August 31st during each year of the agreement.

6. It is agreed by and between the parties that Wojciechowski shall be responsible for all of his costs in performance of this agreement.

7. Wojciechowski agrees to indemnify and hold harmless the School District, its Board of Education, and all of its officers, agents, and employees, against and from any and all liability, loss, damage, costs or expenses including attorney's fees and costs, arising from any claims in law or in equity due to injuries, death or damages to person(s) or property arising out of Wojciechowski's conduct or activities contemplated by this agreement. Further, Wojciechowski shall indemnify and hold harmless the School District, its Board of Education, and all of its officers, agents, and employees from any liability, loss, damages, cost or expenses including attorney's fees and costs, resulting from the negligent, reckless or intentional acts or omissions of Wojciechowski or any of Wojciechowski's employees.

8. Wojciechowski hereby agrees to provide proof of insurance covering Wojciechowski's activities on the property pursuant to this agreement in an amount satisfactory to the Superintendent of the School District. In the event said insurance is cancelled, Wojciechowski is to notify the Superintendent within three days of termination and shall be responsible for immediately obtaining new insurance coverage.

9. At the termination of this agreement or its extension, both parties shall have the right to remove all personal property belonging to them from the vacant land which is the subject of this accord.

10. This agreement shall be for a term of one (1) years and may be extended by agreement of the parties and as allowed by law. However, the Board hereby reserves the right to terminate this agreement at any time upon sixty (60) days written notice to Wojciechowski. In such an event, notice shall be given to Wojciechowski at:

Alex J. Wojciechowski
3425 N. 1300 East Road
Kempton, Illinois 60946

11. This agreement shall be governed by the law of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the
duly authorized officials of the respective parties.

BOARD OF EDUCATION OF LEMONT-
BROMBEREK COMBINED SCHOOL
DISTRICT 113A, COOK AND DUPAGE
COUNTIES

Date: _____

By: _____
Its President

ATTEST:

Date: _____

By: _____
Its Secretary

Date: _____

By: _____
Alex J. Wojciechowski