

6/5/2014
5/28/2014

42-R-14

A RESOLUTION

**Authorizing the City Manager to Execute an Amendment to the
Sublease Agreement with Evanston Wilmette Golf Course Association
for the lease of the Evanston Wilmette Golf Course**


NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The City Manager is hereby authorized and directed to execute a First Amendment to the Golf Course Sublease Agreement ("Amendment") by and between the City and Evanston-Wilmette Golf Course Association, Inc., which is attached hereto as Exhibit "1" and incorporated herein by reference.

SECTION 2: The golf course was formally named the "Peter N. Jans Community Golf Course" at the time of execution of the 2004 sublease and subsequently changed its name to the "Frank Govern Memorial Golf Course" and now the golf course official name is the "Evanston Wilmette Golf Course" d/b/a "Canal Shores".

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Amendment as he may determine to be in the best interests of the City.

SECTION 4: This Resolution 42-R-14 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: June 9, 2014

EXHIBIT 1

FIRST AMENDMENT TO SUBLEASE AGREEMENT

FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS FIRST AMENDMENT to the GOLF COURSE SUBLEASE AGREEMENT (this "First Amendment"), by and between the **City of Evanston**, an Illinois municipal corporation (hereinafter referred to as "City") and **Evanston-Wilmette Golf Course Association, Inc.** (hereinafter referred to as "Association"). The City and Association shall be referred to collectively as the "Parties".

WITNESSETH

WHEREAS, the Association seeks to continue the operation of a golf course on a portion of property along the canal that the City leases from the Metropolitan Water Reclamation District ("MWRD") pursuant to a master lease agreement dated October 14, 1966 (the "Master Lease") and extended pursuant to a Lease Extension Agreement dated April 21, 1994; the Master Lease expires on May 31, 2032 ("Master Lease Extension"); and

WHEREAS, the Parties entered into the Golf Course Sublease Agreement dated March 1, 2004 (the "Sublease Agreement"), the terms and conditions of which are incorporated herein by reference and attached to the amendment as Exhibit A, which provides a legal description for the premises (the "Demised Premises"); and

WHEREAS, the Parties have enjoyed several decades of collaboration in operating the aforementioned golf course and desire now to modify certain terms of the Agreement in order to clarify the obligations of each party going forward; and

WHEREAS, the Demised Premises was formally named the "Peter N. Jans Community Golf Course" at the time of the 2004 sublease and then changed to the "Frank Govern Memorial Golf Course" and now the Demised Premises is registered with the State of Illinois as the "Evanston Wilmette Golf Course" and d/b/a "Canal Shores",

NOW THEREFORE, in consideration of the mutual observance of the covenants, conditions and promises set forth below and in consideration of the lease of the Demised Premises, of TEN DOLLARS (\$10.00) and for additional consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

I. AGREEMENT IN FULL FORCE AND EFFECT; DEFINITIONS

A. The Parties acknowledge and agree that this First Amendment shall supersede, control and be deemed to modify the terms of the Sublease Agreement. In the event of any conflict between the terms and conditions of this First Amendment and the terms of the Sublease Agreement, the parties unconditionally agree that the terms and conditions of this First Amendment shall supersede, prevail and dictate. Any term or condition of the Agreement not addressed within this First Amendment shall remain in full force and effect.

B. Recitals. The recitals are incorporated herein as if fully restated, including but not limited to the new name of the Demised Premises as the "Evanston Wilmette Golf Course" d/b/a "Canal Shores".

II. SECTION 4 – USE OF THE DEMISED PREMISES

1. Subsection 4(a) of the Sublease Agreement shall be amended by adding the following clause at the beginning of the first sentence thereof:

“Except as otherwise hereinafter provided,”

2. Subsection 4(b) of the Sublease Agreement shall be redacted and replaced to read as follows:

(b) Uses Outside of Scope of Golf Course Operation:

i. Association Uses Outside Scope of Golf Course Operation: Any use, which is not considered to be in furtherance of the operation of a golf course provided for in Subsection 4(a) (the “Uses Outside the Scope of Golf Course Operation”), will require the City’s prior written consent, except for Tier Three Uses described in Paragraph 4(b)(ii)(c).

ii. Tiered Use Structure (the “Uses”): The Parties seek to formalize the understanding between the Parties with respect to the types of uses that require a special event permit and consent from the City prior to commencement of the activity or use. The guidelines are still subjective, but an attempt to streamline operations going forward.

a. Tier One Uses: Tier One Uses and activities are uses that involve multiple city departments and coordination efforts (Police, Public Works, Parks and Recreation, etc.) and the anticipated participation (greater than 100 people), and impact on the surrounding community is elevated, such as increased traffic congestion and noise. Examples of Tier One Uses include: larger special events such as organized cycling events, cross country skiing races, concerts, charity fundraisers or tailgating for football games.

b. Tier Two: Tier Two Uses and activities are uses that involve coordination efforts with City employees, but the anticipated participation (less than 100 people), the impact on surrounding community is not as significant, and the staff resources needed to mobilize and help coordinate the event is not as significant. Examples of Uses of include: cross-country running races, organized softball tournament, and cross-country skiing races.

c. Tier Three: Tier Three Uses and activities are uses that do not need prior written consent and a special event permit from the City. Examples of such Uses include: running, flag football or cross-country skiing groups using the Demised Premises and not related a race, picnics and barbeques that are not related to a fundraiser or larger organized event.

iii. Coordination of Uses:

a. On or before January 15th of each year, the City and the Association shall confer on the scheduling of, and the permitting for, planned Uses Outside the Scope of Golf Course Operation for the current year. If such Uses Outside the Scope of Golf Course Operation will be recurring and can be scheduled at least three months in advance thereof (e.g. alumni tent parties), then the Association and City shall establish for such recurring Uses Outside the Scope of Golf Course Operation a streamlined permitting process, which would entail the filing of a single written request with the City for a Special Events permit (see “Special Use Request” defined below). The Association can apply for each event on one permit application, however the City will assess a special event permit fee for each event that is listed on the annual application. If certain Uses Outside the Scope of Golf Course Operation would not significantly impact the City, as mutually discussed and determined by the Association and the City according to agreed upon criteria, and would not otherwise require a permit or license from the City, then the City will not qualify such Uses as a “Special Event”, as defined in the City’s “Special Event Permit Policy & Instructions”, and will provide the Association with its prior written consent to such Uses (such pre-approved, low-impact Uses Outside the Scope of Golf Course Operation hereinafter referred to as “Pre-Exempted Uses”).

b. A Special Use Request will be required for both recurring Uses Outside the Scope of Golf Course Operation, as described above, and for one-time Uses Outside the Scope of Golf Course Operation, which are not Pre-Exempted Uses (“Non-Golfing Special Events”), and it must provide the following details: (a) date(s) of the Non-Golfing Special Event(s); (b) estimated number of participants; (c) description of the Non-Golfing Special Event(s); and (d) any additional information necessary to provide an overview of the requested use.

c. The Special Use Request should be submitted to the City on or before 30 days prior to the Non-Golfing Special Event(s) in accordance with the Notice provisions in Section 11.

d. The City shall issue a response within 30 days of receipt, either rejecting, accepting, or accepting the Special Use Request with modifications.

e. The Association and City recognize and understand that the Association frequently encounters numerous fundraising and community recreation opportunities on short notice, and they shall therefore seek, in good faith and in their mutual best interests, to expedite any City permitting process even faster than provided for herein, if such short-notice opportunities arise. The Association and City also recognize and understand that third parties, unrelated to the Association or the golf course, often rent a portion of the Demised Premises from the Association in order to temporarily host events there. The Association shall indicate to the City when there is such a situation, and the City shall endeavor first and foremost to coordinate directly with such third party host about the permitting and approval process.

f. Any use of City property, other than the Demised Premises, requires written consent for said Use, and a Special Event license must be obtained and the applicable fee must be paid. Additional requirements for use including insurance, liquor license, charges for special pick-up fees, police fees, and other applicable restrictions are outside of the scope of this Sublease Agreement.

iv. City Uses Outside Scope of Golf Course Operation: The City shall have the right to use the Demised Premises for purposes consistent with the Master Lease. The City will consult in advance with the Association prior to scheduling such uses and will schedule its uses in such a manner as to not unreasonably interfere with the Association’s operation and maintenance of the golf course. The Association will cooperate fully with the City in scheduling and implementing such uses. If the City and the golf course desire to schedule a program at the same time, the golf course shall have preference and selection of program times. In the event the City’s use of the Demised Premises as provided for in this paragraph 4(b) damages the Demised Premises, the City will restore the Demised Premises to the condition existing immediately prior to the damages. The City shall maintain insurance necessary to protect the interests of the Association as they relate to the City’s use of the Demised Premises as provided for in this paragraph 4(b), and shall indemnify and hold the Association harmless with regard thereto, at the City’s sole cost and expense. The City shall not include such costs as a reimbursable operating expense of the Demised Premises.

Subsection 4(c) shall be amended to add the language below to the end of the paragraph:

The Association must post a minimum of 5 signs in conspicuous locations in Evanston part of the golf course to read “*Alcohol possession and consumption is prohibited on Golf Course property and is subject to police enforcement.*” Failure to post the required signage throughout the Demised Premises by July 1, 2014 shall result in a daily fine of \$50.00. The Association is also required to comply with the remainder of the terms of Subsection 4(c) with respect to possession and consumption of alcohol on the Demised Premises. The City and Association are fully aware that these provisions do not apply to those

areas on the Demised Premises for which a liquor license has been obtained in connection with city-approved event (e.g., tailgating parties, celebrity gold fundraisers). The City reserves the right to prosecute violations of the City Code of 2012, as amended (the "City Code"), against the Association. For every Special Use event at which alcohol will be served, the Association must obtain, either itself or through the event host, a liquor license in accordance with the City Code application requirements in Section 3-3-4, as amended, and subject to the restrictions contained in the one-day liquor licenses in Section 3-4-6(F) and (F1).

Section 4 shall be amended to add a subsection (d), to read as follows:

(d) Repair and Maintenance.

i. **No duties on City.** Except to extent caused by the negligent act or omission of the City, the City shall have no duty to repair or maintain the golf course or any improvements placed on or constituting any portion of the Demised Premises. The City will not be liable for any economic loss, damage or injury, fatal or nonfatal, resulting from any damage, defect or disrepair of any improvements placed at or constituting any portion of the Premises.

ii. **Repair and Maintenance Duties of Association.** The Association agrees that at all times it shall operate and maintain the golf course in a manner consistent with industry standards and practices. The Association will provide at its own cost and expense, all repairs, maintenance, and required service on any improvements to the Demised Premises and to any City property other than the Demised Premises. The Association will restore the Demised Premises and any City property utilized during the Term to its original condition following an event that damaged the subject property (i.e., cycling event, tailgating, etc.).

III. SECTION 6 – RENT/INCOME: Section 6 shall be replaced in its entirety with the following language:

6. RENT/INCOME. Association agrees to pay the City as rent for the Demised Premises, which constitutes 11 holes of the 18 hole golf course, a percentage of annual net income of the Association in accordance with the terms outlined below.

(a) **Master Lease:** Section 4(b) of the Master Lease Extension requires that the City pay MWRD annually 25% of net income from the operation of a golf course on the Demised Premises (the "Rent"). The obligation to pay MWRD rests with the City, however as our sublessee, the operator, and owner of the golf course, the Association is vested with the responsibility to calculate the net income and pay the City the required Rent payment in order to fulfill its obligations under the Master Lease Extension.

(b) **Demised Premises:** The 18-hole golf course lies in two communities, 11 holes are in Evanston and 7 holes are in Wilmette.

(c) **Income:** "Income" is defined to include the entire amount of the sales price, whether for cash or otherwise of all sales or merchandise, services and other receipts whatsoever of all business conducted in or from the Demised Premises, including mail or telephone orders received or filled at the Demised Premises, deposits not refunded to purchasers, order taken, although said orders may be filled elsewhere, sales to employees, sales through vending machines, sales of food and refreshments and sales by an sublessee, concessionaire or licensee or otherwise on said Demised Premises, and monies attributable to the activities of golf course professionals (including lessons, sales or resales of merchandise, events hosted at the golf course by professional and/or Association). Each sale upon installment or credit shall be treated as a sale for the full price in

the month in which such sale was made, irrespective of the time payment is received. No deduction shall be allowed for uncollected or uncollectible accounts. Income shall not include the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where merchandise is sold, or some part thereof is thereafter returned by purchaser and accepted by the Association personnel, nor sales of fixtures by Association shall be considered income. Lastly, no deductions shall be made from gross income for expense of premiums and other attendant expense for blanket liability and fire and extended coverage insurance policies for liabilities undertaken with respect to facilities other than the Demised Premises. In the event that MWRD conducts an audit of Association files and determines that additional funds are owed to MWRD, the Association shall promptly issue payment to the City, or at the City's request issued directly to MWRD.

(d) Annual Net Income: Annual Net Income refers to the total net Income for the Association from its operations at the golf course for each fiscal year (January 1 – December 31st).

(e) Rent: The Rent that is attributable to the Demised Premises, which is 11/18's of the 25% of the total Annual Net Income of the Association and therefore the percentage is due and payable to the City, or at the City's request, the Rent may be made payable directly to MWRD. The Rent payment shall be made within 90 days, following the end of the fiscal year for the Association (December 31st).

(f) Annual Audit. The Association is required to conduct an annual audit of its financial operations, at its own expense, and must produce a copy of the annual audit to the City within 15 days of receipt from its auditor. In addition, the City will be provided a copy of the Association's federal tax return within 15 days of filing. The Association represents that it will also fully cooperate with any and all audits performed by MWRD or the City relative to the golf course operations and conformance with the Master Lease Agreement and this Sublease Agreement terms.

IV. SECTION 7 – INSURANCE/INDEMNIFICATION: Section 7 shall be fully redacted and replaced with the following language:

(a) Insurance. It is agreed that any policies of insurance to be maintained by the respective parties will be obtained from good and solvent insurance companies with an Alfred Best Company Rating of A or better. Tenant agrees that it will, at its expense, maintain a policy of insurance, written by responsible insurance carriers, approved by the City that will insure Landlord against liability for injury to or death of persons or damage to property occurring about the demised Premises. The liability under insurance will be at least \$1 million for any one person injured or killed or any one occurrence, \$2 million general aggregate coverage for any one accident, and \$1 million property damage. Tenant agrees to maintain employees' Worker's Compensation insurance required under Illinois law, and any other insurance necessary to protect Landlord against liability to person or property. Exhibit B in the Sublease Agreement is hereby stricken intentionally and all insurance requirements are fully stated herein.

i. Insurance on Personal Property, Fixtures, Equipment and Inventory. The Association agrees to maintain on all equipment, personal property, inventory and fixtures in the Premises of at least 80 % of the insurable replacement value. The policy will name Landlord as additional insured to protect Landlord's interest as Landlord.

ii. Association Waiver of Casualty Insurance Proceeds. If the Premises are damaged by fire or other casualty insured against, Association agrees to claim no interest in any insurance settlement arising out of any loss where premiums are paid by City or MWRD, or

where City is named as sole beneficiary, and that it will sign all documents required by City or the insurance company necessary in connection with the settlement of any loss.

(b) Indemnity. Association agrees that all elected officials, department and divisions officials, officers, agents, attorneys, and employees of the City shall not be liable for any claim of any kind or in any amount for any injury to or death of persons or damage to property of Association or any other person. The City agrees that no employee, officer, director or agent of the Association shall be liable in any circumstances whatsoever to the City for any injury, damage, delay or loss of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on such individual's part while acting within the scope of, or in connection with, his or her position with the Association. Association shall indemnify and hold City harmless from all liability whatsoever, and from all losses, costs and expenses (including without limitation attorneys' fees and expenses) incurred or suffered as a result of or related to any real or claimed damage or injury related to Association's negligence, gross negligence, or acts of intentional misconduct.

(c) Liability for Acts or Neglect. If any damage to the Premises, or any part thereof, results from any act or neglect of Association or its invitees or other guests, agents, customers, invitees or other guests of its customers, or employees, independent contractors, or the like, then Association shall immediately repair the same; provided, however, that the City may, at its option, repair such damage at a reasonable expense and Association shall, upon demand by the City, reimburse the City forthwith for the total cost of such reasonably priced repairs. All personal property belonging to Association shall be at the sole risk of the Association and such other person only and the City shall not be liable for damage, theft or misappropriation thereof.

V. SECTION 8 - TERMINATION: Subsective 8(a) shall be replaced in its entirety with the following language:

(a) Insurance. If the City discovers that the Association has breached its obligations to insure the Demised Premises, the City shall send written notice to the Association providing that it has thirty (30) days upon receipt of the correspondence to cure the breach. If the Association demonstrates substantial progress towards compliance with its obligation, the Association may be granted an additional fifteen (15) days to comply with the insurance requirement provided in Section 7.

VI. SECTION 9 - MATERIAL BREACH: The following clauses shall be added to Section 9 "Material Breach"; each event listed below also constitutes a material breach of the Sublease Agreement and the cure period provided in Section 8(b) remains the same:

(e) Use of the Premises by the Association for an activity or in a manner not in conformance with Section 4 of this Sublease Agreement; or

(f) Failure to issue a timely report, abide by reasonable audit requests, or provide the City with a copy of the Association's federal tax return as required under Section 5 "Master Lease Requirements/Payments"; or

(g) Failure to pay Rent pursuant to Section 6 "Rent/Income".

VII. SECTION 10 – AMENDMENTS: Section 10 shall be replaced in its entirety with the following language:

This Sublease Agreement may be modified or amended only in writing signed by the City and Association. Any proposed modifications to the Demised Premises must follow the procedure outlined in Section 1 and agreed to in writing by the Parties.

VIII. SECTION 11 – NOTICES: Section 11 shall be amended to provide for the Association’s notice information. Notices to the Association shall be addressed to the following address and recipient:

Evanston-Wilmette Golf Course Association, Inc.
c/o Don Olson Insurance Agcy Inc.
417 Linden Ave Unit 1
Wilmette, IL 60091-2827

IX. ATTORNEYS FEES AND EXPENSES: The Sublease Agreement is amended to add a new section entitled “Attorneys Fees and Expenses”. The section reads as follows:

If, at any time during the Term of this Sublease Agreement, the City must institute any formal judicial action or proceeding against Association to duly enforce provisions of this Lease, or any default hereunder and such enforcement succeeds, then the Association agrees to pay for the City’s attorneys fees and expenses.

X. COUNTERPARTS: This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. For purposes of this First Amendment, facsimile and scanned signatures shall be considered the same as original signatures and shall be treated as valid and binding upon the parties hereto, provided, however, the parties shall exchange original signature pages as reasonably promptly following execution hereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and the effective date is the date executed by the City (the “Effective Date”).

CITY OF EVANSTON

EVANSTON-WILMETTE GOLF COURSE
ASSOCIATION

By: _____

By: _____

Print Name: Wally Bobkiewicz

Print Name: _____

Its: City Manager

Its: President

Dated: _____, 2014

Dated: _____, 2014

EXHIBIT A
SUBLEASE AGREEMENT

1/6/04

EXHIBIT A
PETER N. JANS COMMUNITY GOLF COURSE SUBLEASE AGREEMENT

This AGREEMENT is made this 1 day of March, by and between the CITY OF EVANSTON, a municipal corporation, organized and existing under the laws of the State of Illinois, hereinafter "the City", and the Evanston- Wilmette Golf Course Association, Inc., hereinafter "the Association."

R E C I T A L S

On April 21, 1994, the City executed an extension of lease No. L-063 dated October 14, 1966, with the Metropolitan Water Reclamation District of Greater Chicago ("the District"); said lease and extension are hereinafter referred to as "the Master Lease."

Since 1919 the City has sublet a certain portion of the leasehold property to the Association, formerly the Evanston Community Recreation Association, for use in connection with the Association's operation of the Peter N. Jans Community Golf Course, "the Demised Premises", legally described on Exhibit "A" attached hereto and made a part hereof.

As permitted by the Master Lease, the City desires to continue to sublet the Demised Premises to the Association, said sublease to supersede prior agreements and understandings between the City and the Association if inconsistent herewith and to be consistent and run concurrently with the Master Lease until May 31, 2032.

NOW THEREFORE, for and in consideration of the promises, covenants, conditions, agreements and undertakings hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Association agree as follows:

1. Agreement. All of the foregoing recitals constitute the factual basis for this transaction and are incorporated herein by reference and made a part hereof.
2. Sublease of the Demised Premises. Subject to the Association's compliance with the terms and conditions of, and fulfillment of its obligations under, this Sublease Agreement, the City hereby subleases the Demised Premises to the Association for the term and the use hereinafter set forth. The City, by action of its City Council, may, after consultation with the Association's Board, withdraw from the Demised Premises portion(s) thereof, which, in the City's sole judgment, are not needed for Golf Course operation and maintenance. The Director of Parks/Forestry & Recreation shall send the Golf Course Association written notice of his/her intent to seek City Council approval to withdraw the property or properties in question. The Association shall have thirty (30) business days after notice is given pursuant to paragraph 11, infra. to file its written objections/

comments on the City's proposed action with the City's Director of Parks/Forestry & Recreation. Said written objection shall state the ground(s) for objection with specificity. If no such written objections/comments are timely filed, Sublessee shall cooperate with the City in execution of an amended Sublease which reflects the amended legal description and terms and conditions, if any, necessary or appropriate to the circumstances. The consideration due the City from Sublessee under the Sublease shall not be reduced or changed as a result of the City's exercise of its rights pursuant to this paragraph 2, inasmuch as the City shall not remove property from the Sublease which is needed for Golf Course operation and maintenance. If written objections/comments are timely filed, and thereafter the Director of Parks/Forestry and Recreation and the association fail to agree, the Golf Course Association shall have the option to file a written objection directly with the City Council within the thirty (30) days after the City gives notice of the Department of Parks/Forestry & Recreation's decision pursuant to paragraph 11, infra. to proceed notwithstanding the Association's objections. Said written objection shall state the ground(s) for objection with specificity and shall be directed to the attention of the City Clerk for the City Council to consider in making its decision. The Director of Parks/Forestry & Recreation shall notify the Association of the date and time of the City Council consideration of the proposal upon finalization of the meeting's agenda. This notice of the City Council meeting date shall be in writing and shall be given promptly, but shall not be subject to the notice time provisions of para. 11. Notice by fax to the number provided by the Association in para. 11. shall fulfill this requirement.

3. Term. This Agreement shall be in effect from the date first written above until May 31, 2032, unless sooner terminated as hereinafter provided.
4. Use of the Demised Premises.
 - (a) Golf Course Operation. The Association shall use the Demised Premises only for the purpose of operating and maintaining a public golf course and providing those activities and services which are customarily incidental thereto. Unless otherwise agreed in advance in writing between the City and the Association, and determined by the City to be consistent with the Master Lease, the Association shall neither make nor permit any other use of the Demised Premises, including and without limitation, parking, standing or storing of motor vehicles, other than golf carts utilized in the operation of the Golf Course. This paragraph shall not be deemed to prohibit the parking or standing of motor vehicles used by the Association in connection with golf course maintenance while actively engaged in such maintenance.
 - (b) The City shall have the right to use the Demised Premises for purposes consistent with the Master Lease. The City will consult in advance with the Association prior to scheduling such uses and will schedule its uses in

such a manner as to not unreasonably interfere with the Association's operation and maintenance of the Golf Course. The Association will cooperate fully with the City in scheduling and implementing such uses. If the City and Golf Course desire to schedule a program at the same time, the Golf Course shall have preference in selection of program times. In the event the City's use of the Demised Premises as provided for in this paragraph 4(b) damages the Demised Premises, the City will restore the Demised Premises to the condition existing immediately prior to the damages. The City shall maintain insurance necessary to protect the interests of the Association as they relate to the City's use of the Demised Premises as provided for in this paragraph 4(b), and shall indemnify and hold the Association harmless with regard, thereto, at the City's sole cost and expense. The City shall not include such costs as a reimbursable operating expense of the Demised Premises. In the event that the City should realize net profit from operations on the golf course, the City will be obligated to pay 25% of the profit directly to the Metropolitan Water Reclamation District as required by the Master Lease.

- (c) Alcohol on the Demised Premises. Alcoholic beverages are prohibited on the Demised Premises. This paragraph shall not be construed to prohibit the consumption or possession of alcoholic beverages within an area bounded by the north wall and the east wall of the American Legion Building at 1030 Central Street and by the intersection of a line one hundred feet (100') west of the American Legion Building and a line one hundred feet (100') south of said Building, provided the appropriate State and City Liquor licenses are in effect for the American Legion Building demised premises. The Association must post signage advising of the boundaries within which possession and consumption of alcoholic beverages are permitted. Posting and maintenance of said signs are the responsibility of the Association.
5. Master Lease Requirements/Payments. The City has provided the Association with a complete copy of the Master Lease as extended by the Lease Extension Agreement dated April 21, 1994. The Association covenants that it shall abide by the terms of the Master Lease and its action or inaction shall not cause the City to be in default or breach under said Master Lease. The Association further agrees to timely make or cause to be made such reporting and payments as may be due thereunder by the City to the District either to the City or to such third parties as directed in writing by the City. Pursuant to the Master Lease section 4 (D), the Association will provide a copy of its annual audit to the City within one hundred fifty (150) days of the end of the Association's fiscal year (which is December 31).
6. Rent/Income.

- (a) Golf Course Operation. The Peter N. Jans Community Golf Course consists of eighteen (18) holes, eleven (11) of which are located in the City of Evanston. References in the Sublease to "annual income" or "annual net income" shall be read as "eleven eighteenths" (11/18th) of the "annual income" or "annual net income", as appropriate, from operation of the eighteen- (18-) hole golf course. Commencing August 31, 2000, and continuing until the termination of this sublease, the Association shall pay annually to the City or to such third parties as directed in writing by the City 25% of 11/18^{ths} of Association's annual net income for each calendar year, if any, from its operation of a golf course on the Demised-Premises. Said percentage rental for each calendar year during the term of operation shall be in an amount equal to the product of 25% multiplied by 11/18^{ths} of the total net income, if any, made by the Association in and from that portion of the Demised Premises used in the operation of the golf course during such calendar year and shall be paid annually, within one hundred fifty (150) days of the end of the Association's fiscal year (which is December 31) unless payment is directed to a third party. The check shall be payable to the City and sent to the attention of the Director of Parks, Forestry and Recreation. For purposes hereof, the term "income" shall be construed to include the entire amount of the sales price, whether for cash or otherwise, of all sales of merchandise (including gift and merchandise certificates), services and other receipts whatsoever of all business conducted in or from the Demised-Premises, including mail or telephone orders received or filled at the Demised Premises, deposits not refunded to purchasers, orders taken, although said orders may be filled elsewhere, sales to employees, sales through vending machines or other devices, sales of food and refreshments and sales by any sublessee, concessionaire or licensee or otherwise on said Demised Premises, and monies attributable to the activities of the Golf Course Pro Manager, including but not limited to, golf lessons given by the Pro Manager, sales of any merchandise held by him/her for sale or resale and events hosted by him or her excluding his/her salary which is a business expense. Each sale upon installment or credit shall be treated as a sale for the full price in the month in which such sale was made, irrespective of the time payment is received. No deduction shall be allowed for uncollected or uncollectible credit accounts. "Income" shall not include the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale where merchandise is sold, or some part thereof is thereafter returned by purchaser and accepted by the Association or the Golf Course Pro Manager nor sales of the Association's fixtures. No deduction from gross income shall include the expense of premiums and other attendant expense for blanket liability and fire and extended coverage insurance policies for liabilities undertaken with respect to facilities other than the Demised Premises. In the event the Metropolitan Water Reclamation District determines that monies over and above those paid to the City on behalf of the District pursuant to this paragraph are due

and owing, the Association shall promptly upon receipt of a written request therefor from the City, pay to the City for forwarding to the District, such monies as are demanded by the District.

7. Insurance/Indemnification. The Association agrees to indemnify and hold harmless the City and the District, and provide and maintain insurance coverages in accordance with Exhibit "B" attached hereto and incorporated by reference in this Sublease Agreement. The City reserves the right to conduct annual reviews of the insurance and indemnity requirements and to modify the terms and conditions, increase the policy limits, to require the Association to purchase additional coverage or different types of coverage, and/or to require placement of insurance with a company having a higher rating with the Alfred M. Best Company. The City's failure to conduct such annual review shall not be deemed a waiver of its right to do so.
8. Termination. The Sublease may be terminated prior to its expiration on May 31, 2032, as follows:
 - (a) Insurance. By the City immediately upon written notice in the event the Association fails to comply with the insurance and indemnity provisions of this Sublease Agreement and fails to cure said failure within two (2) days of receipt of said written notice of said failure; The City may, but is not obligated to, give the Association additional time to cure.
 - (b) Other Material Breach. Except as provided in subparagraph 8 (a) above, by the City upon thirty (30) days prior written notice in the event the Association has failed to comply with any material provision(s) as hereinafter defined in paragraph 9 of this Sublease Agreement and failed to cure said failure within the thirty (30) days after receipt of written notice from the City specifying the deficiencies. In the event the breach cannot be cured within the specified thirty (30) days after notice is given pursuant to paragraph 11, infra. from the City specifying the deficiencies, the Association shall within said time provide the City with a written plan to cure acceptable to the City. In the event the written notice from the City pertains to violation of paragraph 4(a), including and without limitation to parking, standing or storing of motor vehicles, other than golf carts utilized in the operation of the Golf Course, the Association shall provide the City with a plan to cure acceptable to the City within two (2) days of receipt of written notice from the City. The City may, but is not obligated to, give the Association additional time to cure pursuant to this paragraph 8(b).

(c) Termination of Master Lease.

- i) Pursuant to Article 9 of the Master Lease, upon ten (10) months notice if the City of Evanston receives notice of the termination of the Master Lease by the District. Prior to termination, the Sublessee shall clean and completely restore the premises to the condition as of the date of execution of the original sublease on the 31st Day of July, A.D. 1919, pursuant to the Master Lease;
 - ii) Pursuant to Article 6, "Notice of Defaults," upon fifteen (15) days written notice after the Metropolitan Water Reclamation District provides notice to the City of Evanston that it will exercise its right to reenter to take possession of the Demised Premises.
- (d) For Convenience. By either the City or the Association upon one (1) year advance written notice to the other party. Obligations of the parties accruing prior to the termination date shall continue until satisfied.

9. Material Breach. A material breach is defined as:

- (a) An act or failure to act which has the potential to cause the City to be in breach of the Master Lease.
- (b) Operation of the Golf Course in a manner which presents a threat to the public health, welfare, or safety.
- (c) Failure to provide the insurance or indemnity required of the Association by this Sublease.
- (d) The presence of motor vehicles on the Demised Premises in violation of paragraph 4(a) of this Sublease.

10. Amendments. The City and the Association may mutually agree in writing to amend this Sublease, provided, however, that no amendment is permitted if same would violate the terms of the Master Lease. Any amendments to the Master Lease are incorporated by reference in this Sublease as they may occur. Sublessee will cooperate with the City in execution of an amended Sublease which reflects the terms and conditions, if any, necessary or appropriate to the circumstances. The Director of Parks/Forestry & Recreation will send the Golf Course Association written notice of a proposed amendment. The Association will have thirty (30) business days after notice is given pursuant to paragraph 11, *infra*, to file its written objections/comments on the City's proposed action with the City's Director of Parks/Forestry & Recreation. Said written objection shall state the ground(s) for objection with specificity. If the two parties fail to agree, the Golf Course Association will have the option to file a written objection directly with the City Council within the thirty (30) days of the date of the written decision

of the Director of Park/Forestry & Recreation. Said written objection shall state the ground(s) for objection with specificity and shall be directed to the attention of the City Clerk for the City Council to consider in making its decision. The Director of Parks/Forestry & Recreation shall notify the Association of the date and time of the City Council consideration of the proposal upon finalization of the meeting's agenda. This notice of the City Council meeting date shall be in writing and shall be given promptly, but shall not be subject to the notice time provisions of para. 11. Notice by fax to the number provided by the Association in para. 11. shall fulfill this requirement.

11. Notices. Notices shall be in writing and either (a) personally delivered with receipted proof of delivery; or (b) mailed by first-class certified or registered mail, postage prepaid and return receipt requested, addressed as follows:

If to City: Director, Parks/Forestry and Recreation
 City of Evanston
 2100 Ridge Avenue
 Evanston, Illinois 60201
 Phone: 847-448-8040
 Fax: 847-448-8051

With a copy to: Law Department
 City of Evanston
 2100 Ridge Avenue
 Evanston, Illinois 60201
 Fax: 847-448- 8093

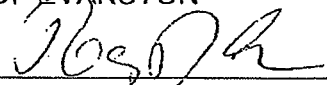
If to Association: Evanston-Wilmette Golf Course Association, Inc.

Attention: _____
Phone: _____
Fax: _____

Or to such other address as either party may from time to time designate by written notice to the other party. A notice given by certified or registered mail will be deemed given three (3) business days after such notice is deposited in the United States mail, postage prepaid, whether or not such notice is actually received by the addressee. Notices delivered in person shall be effective upon delivery.

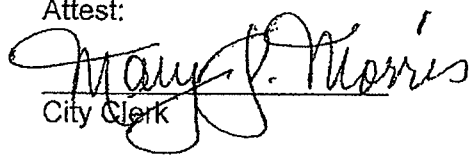
IN WITNESS WHEREOF, the City of Evanston and the Evanston Wilmette Golf Course Association, Inc. have each caused this Sublease agreement to be executed by its duly authorized officers, as of the day and year first above written.

CITY OF EVANSTON

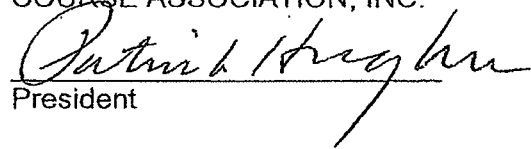


By: Roger D. Crum, City Manager

Attest:


City Clerk

EVANSTON WILMETTE GOLF
COURSE ASSOCIATION, INC.


President

Attest:

Secretary

EXHIBIT A
PETER N. JANS GOLF COURSE

THAT PART OF SECTIONS 7, 12 AND THE OUILMETTE RESERVATION IN TOWNSHIP 41 NORTH AND TOWNSHIP 42 NORTH AND IN RANGE 13 AND RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF -WAY LINE OF NOYES STREET WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE EAST 113.84 FEET, MORE OR LESS, ALONG THE NORTH LINE OF NOYES STREET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTH - SOUTH PUBLIC ALLEY IN BLOCK 4 IN McCORMICK'S SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, AFORESAID; THENCE NORTH ALONG THE WEST LINE OF THE WEST LEG OF SAID NORTH - SOUTH PUBLIC ALLEY IN SAID BLOCK 4, 156 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE NORTH LINE OF THE EAST - WEST PUBLIC ALLEY IN AFORESAID BLOCK 4 OF McCORMICK'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID EAST- WEST PUBLIC ALLEY 379 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST NORTH- SOUTH ALLEY IN BLOCK 4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH - SOUTH ALLEY AND ITS EXTENSION NORTH TO A POINT OF INTERSECTION WITH THE NORTH LINE OF GRANT STREET; THENCE EAST ALONG THE NORTH LINE OF GRANT STREET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF WESLEY AVENUE; THENCE NORTH ALONG SAID WEST LINE OF WESLEY AVENUE TO THE NORTHEAST CORNER OF LOT 23 IN BLOCK 1 IN EVANSTON PARK ADDITION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ACROSS WESLEY AVENUE AND ALONG THE NORTH LINE OF LOT 10 IN BLOCK 1 IN AFORESAID EVANSTON PARK ADDITION TO THE SOUTHWEST CORNER OF LOT 6 IN AFORESAID EVANSTON PARK ADDITION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER OF LOT 5 IN SAID BLOCK 1 OF AFORESAID EVANSTON PARK ADDITION; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 TO THE WEST LINE OF ASBURY AVENUE; THENCE NORTH ALONG THE WEST LINE OF ASBURY AVENUE TO THE NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 1; THENCE NORTHEASTERLY TO THE NORTHWESTERLY CORNER OF LOT "B" IN OWNER'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF LOT 11 WHICH IS 450 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE NORTHEASTERLY TO A POINT ON THE SOUTH LINE OF LOT 3, ASSESSOR'S DIVISION, 850 FEET EAST OF THE WEST LINE OF SECTION 7; THENCE NORTHEASTERLY TO A POINT ON INTERSECTION OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO TRANSIT AUTHORITY AND THE NORTH LINE OF CENTRAL STREET; THENCE EAST ALONG THE NORTH LINE OF

CENTRAL STREET TO THE WEST LINE OF GIRARD AVENUE; THENCE NORTH ALONG THE WEST LINE OF GIRARD AVENUE TO THE NORTH CITY LIMITS OF THE CITY OF EVANSTON; THENCE WEST ALONG THE CITY LIMITS OF THE CITY OF EVANSTON TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY TO ITS INTERSECTION WITH THE EAST LINE OF BRYANT AVENUE; THENCE SOUTH ALONG THE EAST LINE OF BRYANT AVENUE TO THE NORTH LINE OF CENTRAL STREET; THENCE SOUTHWESTERLY TO THE NORTHEAST CORNER OF LOT "A" IN J.N. LOTT'S RESUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, SAID POINT BEING 319.90 FEET EAST OF THE WEST LINE OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT "A" IN SAID J.N. LOTT'S RESUBDIVISION TO A POINT IN THE SOUTH LINE OF LOT 3, ASSESSOR'S DIVISION, SAID POINT BEING 160.0 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF LOT 3 IN ASSESSOR'S DIVISION 127 FEET TO THE EAST LINE OF ASBURY AVENUE; THENCE SOUTH ALONG THE EAST LINE OF ASBURY AVENUE TO THE NORTH LINE OF LINCOLN STREET; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF ASBURY AVENUE EXTENDED SOUTH TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF LINCOLN STREET; THENCE WEST ALONG THE SOUTH LINE OF LINCOLN STREET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 2 OF EVANSTON PARK ADDITION IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE WEST TO THE NORTHEAST CORNER OF LOT 32 IN BLOCK 2 OF EVANSTON PARK ADDITION, AFORESAID; THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 32 TO THE NORTHEAST CORNER OF LOT 24 IN BLOCK 2 OF EVANSTON PARK ADDITION, AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 24 TO THE EAST LINE OF JACKSON AVENUE; THENCE SOUTH ALONG THE EAST LINE OF JACKSON AVENUE AND THE EAST LINE OF JACKSON AVENUE EXTENDED SOUTH TO THE SOUTH LINE OF COLFAX STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 32 IN BLOCK 1 IN EVANSTON PARK ADDITION, AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF COLFAX STREET TO THE NORTHEAST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK "A" IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 1 AND ALONG THE SOUTHERLY LINE OF LOT 6 IN AFORESAID RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK "A" IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12 TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF POPLAR AVENUE; THENCE CONTINUING SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE EXTENDED SOUTHWESTERLY TO THE POINT OF INTERSECTION WITH THE EASTERLY

RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD;
THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF
THE CHICAGO AND NORTHWESTERN RAILROAD TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THOSE PARTS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT 11 IN ASSESSOR'S
DIVISION OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST
OF THE THIRD PRINCIPAL MERIDIAN WHICH IS 450.0 FEET EAST OF THE WEST
LINE OF SAID SECTION 7; THENCE NORTHEASTERLY TO THE POINT OF
INTERSECTION WITH THE NORTH LINE OF LOT 4 IN AFORESAID ASSESSOR'S
DIVISION SAID POINT BEING 619.47 FEET EAST OF THE NORTHWEST CORNER
OF SAID LOT 4 FOR A POINT OF BEGINNING; THENCE CONTINUING
NORTHEASTERLY ALONG THE LAST DESCRIBED COURSE TO ITS
INTERSECTION WITH THE NORTH LINE OF LINCOLN STREET; THENCE WEST
ALONG THE NORTH LINE OF LINCOLN STREET TO ITS INTERSECTION WITH THE
EAST LINE OF ASBURY AVENUE; THENCE SOUTH ALONG THE EAST LINE OF
ASBURY AVENUE, EXTENDED SOUTH, TO ITS INTERSECTION WITH THE SOUTH
LINE OF LINCOLN STREET; THENCE EAST ALONG THE SOUTH LINE OF LINCOLN
STREET TO THE POINT OF BEGINNING;

ALSO:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF
CENTRAL STREET WITH THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE
CHICAGO TRANSIT AUTHORITY; THENCE WEST ALONG THE NORTH LINE OF
CENTRAL STREET TO ITS INTERSECTION WITH THE EAST LINE OF BRYANT
AVENUE; THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF
CENTRAL STREET, SAID POINT BEING FURTHER DESCRIBED AS THE
NORTHEAST CORNER OF LOT "A" IN J.N. LOTT'S RESUBDIVISION IN THE WEST
HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, SAID POINT
BEING 319.90 FEET EAST OF THE WEST LINE OF SECTION 7, TOWNSHIP 41
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST
ALONG THE SOUTH LINE OF CENTRAL STREET 608.44 FEET, MORE OR LESS;
THENCE NORTHEASTERLY TO THE POINT OF BEGINNING;

ALSO:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 20 IN EVANSTON GOLF
SUBDIVISION WEST IN THE SOUTH PART OF OUILMETTE RESERVATION;
THENCE SOUTH ALONG THE WEST LINE OF LOT 20, EXTENDED SOUTH, 33.0
FEET TO THE CENTERLINE OF ISABELLA STREET; THENCE EAST ALONG THE
CENTERLINE OF ISABELLA STREET 214.87 FEET TO ITS INTERSECTION WITH
THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY,
SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTHEASTERLY
ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT WHICH IS 33.0

FEET SOUTH (AS MEASURED AT RIGHT ANGLES) OF THE LAST DESCRIBED COURSE (AS MEASURED AT RIGHT ANGLES); THENCE EAST ALONG A LINE PARALLEL TO THE CENTERLINE OF ISABELLA STREET TO THE WEST LINE OF GIRARD STREET; THENCE NORTH ALONG THE WEST LINE OF GIRARD STREET, EXTENDED NORTH, TO THE NORTH LINE OF ISABELLA STREET; THENCE WEST ALONG THE NORTH LINE OF ISABELLA STREET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

PREPARED BY:
ENGINEERING DIVISION
JANUARY 30, 1995

CITY/GOLF COURSE SUBLEASE

EXHIBIT B

INSURANCE INDEMNITY

The Association shall procure and maintain for the duration of the Sublease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Association's operation and use of the Demised Premises. The cost of such insurance shall be borne by the Association. The Association's indemnity obligation shall not be limited by virtue of its insurance coverage(s).

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence") form CG 0001 1185) or Insurance Services Offices form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability, or the most recent revision.
2. Any endorsement which limits contractual liability shall be deleted in its entirety. Contractual insurance shall be provided.
3. If liquor is to be sold, distributed or provided, Liquor Liability coverage in accordance with Section 6-21 of the Illinois Liquor Control Act.
4. The City is to be named as an additional insured on a non-contributory basis on all insurance required by the Sublease.

B. The Association shall maintain limits no less than:

1. **General Liability:** \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limits is used, the general coverage shall state that the Association's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

CITY/GOLF COURSE SUBLEASE

2. **Worker's Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against each of the Additional Insured for losses arising from the Demised Premises.

3. **All Coverages**

Each insurance policy required by this Exhibit B shall not be suspended, voided, cancelled, non-renewed, or reduced in coverage or in limits, except upon reasonable advance written notice (given to the City and MWRD at least thirty (30) days in advance) by certified mail, return receipt requested. Upon receipt of any such notice by the Association, the Association shall provide same promptly to the City and to the MWRD.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A:VII and licensed to do business in Illinois.

F. **Verification of Coverage**

The Association shall annually furnish the City, to the attention of the Director of Parks, Forestry and Recreation, with the certified policy and certified certificates of insurance and with original endorsements, if applicable, effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The contractual insurance certificate shall contain an endorsement on its face that it includes the indemnity contained in paragraph G, below.

All certificates and endorsements are to be received and approved by the City as a condition precedent to effectiveness of this sublease extension. The City reserves the right to demand and receive complete, certified copies of all required policies at any time.

G. **Indemnification**

To the extent permitted by law, the Association shall protect, indemnify, hold and save harmless and defend the City, its volunteers, agents, officers, and employees, and the MWRD against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the

CITY/GOLF COURSE SUBLEASE

employees, volunteers or officers or independent contractors or subcontractors of the Association, the Wilmette Park District, the City, or the MWRD, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the granting of this Sublease, whether such loss, damage, injury, or liability is contributed to by the negligence of the Wilmette Park District, the MWRD or by the Demised Premises themselves or attributed or alleged to be attributed to the condition of any equipment thereon whether latent or patent, or from all other causes whatsoever with the exception of the City's use of the Demised Premises for actions described in paragraph 4(b) of the sublease,. The Association will notify the City immediately in writing of any such threatened or asserted claim or liability. In the event of any conflict between the language of the above insurance policy(ies) and the language of this indemnity, this indemnity will control.

END OF EXHIBIT B

EXHIBIT B
PETER N. JANS GOLF COURSE

THAT PART OF SECTIONS 7, 12 AND THE OUILMETTE RESERVATION IN TOWNSHIP 41 NORTH AND TOWNSHIP 42 NORTH AND IN RANGE 13 AND RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF -WAY LINE OF NOYES STREET WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE EAST 113.84 FEET, MORE OR LESS, ALONG THE NORTH LINE OF NOYES STREET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTH - SOUTH PUBLIC ALLEY IN BLOCK 4 IN McCORMICK'S SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, AFORESAID; THENCE NORTH ALONG THE WEST LINE OF THE WEST LEG OF SAID NORTH - SOUTH PUBLIC ALLEY IN SAID BLOCK 4, 156 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE NORTH LINE OF THE EAST - WEST PUBLIC ALLEY IN AFORESAID BLOCK 4 OF McCORMICK'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID EAST- WEST PUBLIC ALLEY 379 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST NORTH- SOUTH ALLEY IN BLOCK 4; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH - SOUTH ALLEY AND ITS EXTENSION NORTH TO A POINT OF INTERSECTION WITH THE NORTH LINE OF GRANT STREET; THENCE EAST ALONG THE NORTH LINE OF GRANT STREET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF WESLEY AVENUE; THENCE NORTH ALONG SAID WEST LINE OF WESLEY AVENUE TO THE NORTHEAST CORNER OF LOT 23 IN BLOCK 1 IN EVANSTON PARK ADDITION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ACROSS WESLEY AVENUE AND ALONG THE NORTH LINE OF LOT 10 IN BLOCK 1 IN AFORESAID EVANSTON PARK ADDITION TO THE SOUTHWEST CORNER OF LOT 6 IN AFORESAID EVANSTON PARK ADDITION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER OF LOT 5 IN SAID BLOCK 1 OF AFORESAID EVANSTON PARK ADDITION; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 TO THE WEST LINE OF ASBURY AVENUE; THENCE NORTH ALONG THE WEST LINE OF ASBURY AVENUE TO THE NORTHEAST CORNER OF LOT 4 IN SAID BLOCK 1; THENCE NORTHEASTERLY TO THE NORTHWESTERLY CORNER OF LOT "B" IN OWNER'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF LOT 11 WHICH IS 450 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE NORTHEASTERLY TO A POINT ON THE SOUTH LINE OF LOT 3, ASSESSOR'S DIVISION, 850 FEET EAST OF THE WEST LINE OF SECTION 7; THENCE NORTHEASTERLY TO A POINT ON INTERSECTION OF THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE CHICAGO TRANSIT AUTHORITY AND THE NORTH LINE OF CENTRAL STREET; THENCE EAST ALONG THE NORTH LINE OF

CENTRAL STREET TO THE WEST LINE OF GIRARD AVENUE; THENCE NORTH ALONG THE WEST LINE OF GIRARD AVENUE TO THE NORTH CITY LIMITS OF THE CITY OF EVANSTON; THENCE WEST ALONG THE CITY LIMITS OF THE CITY OF EVANSTON TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY TO ITS INTERSECTION WITH THE EAST LINE OF BRYANT AVENUE; THENCE SOUTH ALONG THE EAST LINE OF BRYANT AVENUE TO THE NORTH LINE OF CENTRAL STREET; THENCE SOUTHWESTERLY TO THE NORTHEAST CORNER OF LOT "A" IN J.N. LOTT'S RESUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, SAID POINT BEING 319.90 FEET EAST OF THE WEST LINE OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT "A" IN SAID J.N. LOTT'S RESUBDIVISION TO A POINT IN THE SOUTH LINE OF LOT 3, ASSESSOR'S DIVISION, SAID POINT BEING 160.0 FEET EAST OF THE WEST LINE OF SAID SECTION 7; THENCE WEST ALONG THE SOUTH LINE OF LOT 3 IN ASSESSOR'S DIVISION 127 FEET TO THE EAST LINE OF ASBURY AVENUE; THENCE SOUTH ALONG THE EAST LINE OF ASBURY AVENUE TO THE NORTH LINE OF LINCOLN STREET; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF ASBURY AVENUE EXTENDED SOUTH TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF LINCOLN STREET; THENCE WEST ALONG THE SOUTH LINE OF LINCOLN STREET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 2 OF EVANSTON PARK ADDITION IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE WEST TO THE NORTHEAST CORNER OF LOT 32 IN BLOCK 2 OF EVANSTON PARK ADDITION, AFORESAID; THENCE CONTINUING WEST ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 32 TO THE NORTHEAST CORNER OF LOT 24 IN BLOCK 2 OF EVANSTON PARK ADDITION, AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 24 TO THE EAST LINE OF JACKSON AVENUE; THENCE SOUTH ALONG THE EAST LINE OF JACKSON AVENUE AND THE EAST LINE OF JACKSON AVENUE EXTENDED SOUTH TO THE SOUTH LINE OF COLFAX STREET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 32 IN BLOCK 1 IN EVANSTON PARK ADDITION, AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF COLFAX STREET TO THE NORTHEAST CORNER OF LOT 1 IN THE RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK "A" IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 1 AND ALONG THE SOUTHERLY LINE OF LOT 6 IN AFORESAID RESUBDIVISION OF LOTS 1 TO 4 IN BLOCK "A" IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12 TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF POPLAR AVENUE; THENCE CONTINUING SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE EXTENDED SOUTHWESTERLY TO THE POINT OF INTERSECTION WITH THE EASTERLY

RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD;
THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF
THE CHICAGO AND NORTHWESTERN RAILROAD TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THOSE PARTS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF LOT 11 IN ASSESSOR'S
DIVISION OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 14 EAST
OF THE THIRD PRINCIPAL MERIDIAN WHICH IS 450.0 FEET EAST OF THE WEST
LINE OF SAID SECTION 7; THENCE NORTHEASTERLY TO THE POINT OF
INTERSECTION WITH THE NORTH LINE OF LOT 4 IN AFORESAID ASSESSOR'S
DIVISION SAID POINT BEING 619.47 FEET EAST OF THE NORTHWEST CORNER
OF SAID LOT 4 FOR A POINT OF BEGINNING; THENCE CONTINUING
NORTHEASTERLY ALONG THE LAST DESCRIBED COURSE TO ITS
INTERSECTION WITH THE NORTH LINE OF LINCOLN STREET; THENCE WEST
ALONG THE NORTH LINE OF LINCOLN STREET TO ITS INTERSECTION WITH THE
EAST LINE OF ASBURY AVENUE; THENCE SOUTH ALONG THE EAST LINE OF
ASBURY AVENUE, EXTENDED SOUTH, TO ITS INTERSECTION WITH THE SOUTH
LINE OF LINCOLN STREET; THENCE EAST ALONG THE SOUTH LINE OF LINCOLN
STREET TO THE POINT OF BEGINNING:

ALSO:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF
CENTRAL STREET WITH THE EASTERLY LINE OF THE RIGHT-OF-WAY OF THE
CHICAGO TRANSIT AUTHORITY; THENCE WEST ALONG THE NORTH LINE OF
CENTRAL STREET TO ITS INTERSECTION WITH THE EAST LINE OF BRYANT
AVENUE; THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF
CENTRAL STREET, SAID POINT BEING FURTHER DESCRIBED AS THE
NORTHEAST CORNER OF LOT "A" IN J.N. LOTT'S RESUBDIVISION IN THE WEST
HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, SAID POINT
BEING 319.90 FEET EAST OF THE WEST LINE OF SECTION 7, TOWNSHIP 41
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST
ALONG THE SOUTH LINE OF CENTRAL STREET 608.44 FEET, MORE OR LESS;
THENCE NORTHEASTERLY TO THE POINT OF BEGINNING:

ALSO:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 20 IN EVANSTON GOLF
SUBDIVISION WEST IN THE SOUTH PART OF OUILMETTE RESERVATION;
THENCE SOUTH ALONG THE WEST LINE OF LOT 20, EXTENDED SOUTH, 33.0
FEET TO THE CENTERLINE OF ISABELLA STREET; THENCE EAST ALONG THE
CENTERLINE OF ISABELLA STREET 214.87 FEET TO ITS INTERSECTION WITH
THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY,
SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTHEASTERLY
ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT WHICH IS 33.0

FEET SOUTH (AS MEASURED AT RIGHT ANGLES) OF THE LAST DESCRIBED COURSE (AS MEASURED AT RIGHT ANGLES); THENCE EAST ALONG A LINE PARALLEL TO THE CENTERLINE OF ISABELLA STREET TO THE WEST LINE OF GIRARD STREET; THENCE NORTH ALONG THE WEST LINE OF GIRARD STREET, EXTENDED NORTH, TO THE NORTH LINE OF ISABELLA STREET; THENCE WEST ALONG THE NORTH LINE OF ISABELLA STREET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO TRANSIT AUTHORITY; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING:

ALL IN COOK COUNTY, ILLINOIS.

PREPARED BY:
ENGINEERING DIVISION
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