

GBMAN 1998

GROUND LEASE

This Ground Lease is made and executed on the 23<sup>rd</sup> day of October, 2002, by and between the CITY OF PEORIA, ILLINOIS, a Municipal Corporation, ( hereinafter referred to as City) and THE PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS, a unit of local government organized under the Park District Code of the State of Illinois, (hereinafter referred to as Park District).

WHEREAS, the parties hereto believe it is in the best interest of the residents of the City and the Park District for the railroad right of way owned by the City, commonly known as the Kellar Branch to be leased by the City to the Park District so that the Park District can utilize such right of way to construct, operate and maintain the right of way as a multi-use access trail intended to provide recreational activities including, but not limited to, hiking, biking and running as part of the Rock Island Trail Extension/Pimiteoui Trail; and

WHEREAS, the parties hereto, being governmental units, desire to effect a spirit of cooperation between them for the good of their common interest and the interest of the inhabitants of the City and the Park District; and

WHEREAS, the Park District desires to locate a portion of the Rock Island Trail Extension/Pimiteoui Trail within the boundaries of the City owned right of way commonly known as the Kellar Branch, and has obtained certain grants from the State of Illinois to construct such hiking/biking trail; and

WHEREAS, the City and Park District have reached this Ground Lease Agreement pursuant to the authority granted by the Illinois Constitution of 1970, Article VII, Section 10, and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) whereby this objective may be accomplished.

WHEREAS, this Ground Lease Agreement is for the sole benefit of the contracting parties and not intended to establish, impose or acknowledge any legal duty to third parties.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I: Demise, Description, and Use of Property

1.1 Description of Property Covered by Lease. City leases to Park District the real estate legally described on Exhibit 1 attached hereto, referred to herein as the "PPD Project Site."

1.2 Use of PPD Project Site. The Park District shall use the PPD Project Site for the construction, operation and maintenance of a multi-use access trail intended to provide recreational activities including, but not limited to hiking, biking and running (the "Park District Improvements") as an additional portion of the Rock Island Trail Extension/Pimiteoui Trail (the "Trail").

1.3 City's Reservation of Rights. City retains the right to utilize the real estate legally described on Exhibit 1 for the subsurface placement of telecommunications lines (e.g., cable or fiber-optic lines). The City covenants and agrees that any use of the real estate legally described on Exhibit 1 for subsurface telecommunications lines shall not interfere with or be disruptive to the Park District's use of the real estate, and, where feasible, the subsurface telecommunication lines shall not be located below the paved portion of the path. In the event that the installation, maintenance, repair, or removal of any such telecommunications lines causes damage to the Park District Improvements, the City shall either promptly repair and restore the Park District Improvements or shall compensate the Park District for the cost of such repairs and restoration.

#### ARTICLE II: Term

2.1 Term. The term of this lease shall be for ninety-nine (99) years, commencing on the 23<sup>rd</sup> day of October, 2003, and ending on the 23<sup>rd</sup> day of October, 2102.

2.2 Adjustment of Commencement Date. Notwithstanding anything to the contrary contained herein, the parties agree that the Park District's lease of the PPD Project Site is conditioned upon the City securing all necessary governmental approvals for the discontinuance of rail service on the Kellar Branch right of way which is intended to coincide with building a railroad connection to Pioneer Park from the west by the City. Consequently, the commencement date of this Ground Lease shall be adjusted by the parties, if necessary, to coincide with the date of the discontinuance of rail service on the Kellar Branch, which discontinuation shall occur within a reasonable period of time after Service Transportation Board Approval of the discontinuance.

2.3 Redelivery of PPD Project Site. At the expiration or earlier termination of this Ground Lease, Park District shall peaceably and quietly quit and surrender to City the PPD Project Site. On termination of this Ground Lease for any reason, City shall become the owner of the Park District Improvements on the PPD Project Site, unless the parties shall mutually agree on a different disposition of the Park District Improvements.

#### ARTICLE III: Rent

3.1 Rent. The total rent for the term shall be Ninety-nine Dollars (\$99.00), which Park District shall pay to City at the annual rate of \$1.00 per year commencing on the execution date of this lease and payable within thirty (30) days of the yearly anniversary date of the lease thereafter.

#### ARTICLE IV: Warranties of Title and Quiet Possession

4.1 Warranties of Title/Quiet Possession. City covenants that it owns either a fee simple interest or a railroad right of way in the property described on Exhibit 1 attached hereto (the "PPD Project Site") and has full right to make and enter into this lease and that Park District

shall have quiet and peaceable possession of the PPD Project Site during the term of this lease agreement. City will deliver possession of the PPD Project Site to Park District at the commencement of the lease term, as specified above.

4.2 Possible Reactivation of Rail Service. The Park District acknowledges that its lease of the PPD Project Site is subject to possible future reconstruction and reactivation of the right-of-way for rail service. In the event that subsequent to the commencement date, the City determines that it will apply to the Surface Transportation Board (or any successor government agency) for authority to reconstruct and reactivate rail service on all or a portion of the right of way described on Exhibit 1 attached hereto, the City agrees to provide the Park District with written notice of its intention to make such an application to the Surface Transportation Board at least 180 days prior to date of filing of such an application with the Surface Transportation Board. In the event that the Surface Transportation Board would then authorize the reconstruction and reactivation of rail service on all or a portion of the right of way described on Exhibit 1 attached hereto, the City agrees to pay to the Park District the then current fair market value of the PPD Improvements which would be destroyed, removed or taken out of service due to the reactivation of rail service.

#### **ARTICLE V: Right of Inspection**

5.1 City's Right of Entry. Park District shall permit the agents and employees of City to enter into and upon the PPD Project Site at all reasonable times for the purpose of determining compliance with the provisions of this Ground Lease without any liability to Park District for any loss of quiet enjoyment of the PPD Project Site occasioned by the entry.

#### **ARTICLE VI: Subleasing and Assignment**

6.1 Subleases. With prior written consent of the City, which shall not be unreasonably withheld, Park District may sublease the Park District Improvements located on the PPD Project Site or enter into license, concession or user agreements with other public or private entities regarding the use of the PPD Project Site. The making of any sublease, license, concession, or user agreement shall not release Park District from, or otherwise affect in any manner, any of Park District's obligations under this Ground Lease. Any sublessee, licensee, concessionaire, or user shall immediately become and remain subject to all the covenants, agreements, terms and provisions of this Ground Lease on the Park District's part to be performed, including but not limited to the provisions of Section 4.2.

6.2 Assignment. Park District shall not assign or transfer this Ground Lease, or any interest in this Ground Lease, without the prior, express, and written consent of City, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of City, terminate this Ground Lease.

6.3 Involuntary Assignment Prohibited. Neither this Ground Lease nor the leasehold estate of Park District nor any interest of Park District under this Ground Lease in the PPD Project Site or any Park District Improvements on the PPD Project Site shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except through statutory consolidation procedures applicable to the Park District under the Park District Code). Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of City, terminate this Ground Lease.

6.4 Immediate Termination. A breach by the Park District of any of the provisions of Sections 6.2 or 6.3 of this Ground Lease shall result in the City having the option (but not the obligation) to terminate this Ground Lease upon ten (10) days written notice to the Park District.

#### ARTICLE VII: Notices

7.1 Notices. Notices or demands hereunder shall be in writing and shall be served: (a) by personal delivery; or (b) by certified mail, return receipt requested, to the City Clerk, City Hall, 419 Fulton Street, Room 401, Peoria, Illinois 61602 or to the Pleasure Driveway & Park District of Peoria c/o Director of Parks & Recreation, 2218 N. Prospect Road, Peoria, Illinois 61603, or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

#### ARTICLE VIII: Property Taxes

8.1 Property Taxes. It is understood and agreed that property owned and/or belonging to the City or Park District is exempt from real estate taxes. It is further understood and agreed that, if required by law to maintain the real estate tax exemption for the Park District Improvements located on the PPD Project Site, the Park District will apply for an exemption from the imposition of general real estate taxes for the Park District Improvements. In the event that any real estate taxes are assessed against the Park District Improvements, the Park District shall be responsible for paying such real estate taxes. Notwithstanding the foregoing, however, nothing contained herein shall be construed so as to prevent the Park District from otherwise contesting the assessment or collection of any taxes under statutory procedures set forth in the Illinois Compiled Statutes.

#### ARTICLE IX: Development, Construction, Maintenance and Repairs of Park District Improvements

9.1 Removal of Railroad Property. The Park District shall be responsible, at its sole cost and expense, for the removal and disposal of the existing rails, ties and railroad signaling and crossing equipment ("Railroad Property") from that portion of the PPD Project Site which

will be utilized by the Park District to construct the Park District Improvements. The Park District shall remove such Railroad Property only after discontinuance of rail service over the property described on Exhibit 1 attached hereto. The City and Park District shall coordinate access and possession of the PPD Project Site during the removal of the Railroad Property to facilitate the construction of the Park District Improvements. The PPD shall repair any streets or alleys from which rails are removed by the PPD to a condition acceptable to the City. Notwithstanding the above, the City shall have the right, at its expense, to remove and salvage signals and crossing equipment from Knoxville and Giles-Sheridan crossings. The City shall be responsible for the repair of any streets or alleys disturbed by the removal of the signals and crossing equipment from Knoxville and Giles-Sheridan crossings.

9.2 Easement Over City Street Right of Ways. The City grants to the PPD easements for ingress and egress over, under and across the property described on Exhibit 2 attached hereto ("City Street Right of Ways") for the purpose of locating, connecting, constructing and operating the Trail for public use. The easements shall commence as of the commencement date of this Ground Lease in accordance with Article II herein. The grant of easements from the City to the Park District shall be non-exclusive, shall remain in existence as long as the Trail remains in existence, and the Park District shall bear any and all costs associated with any signs or markings identifying the Trail located on the City Street Right of Ways. In the event of road construction or other situations which would cause any of the easements described on Exhibit 2 to be unusable for Trail purposes, the Park District and the City will cooperate to determine if there is an alternative temporary solution that can be agreed to by the parties to benefit the public using the Trail. The City shall, where feasible, provide temporary alternative easements for ingress and egress over and across applicable City Streets in the event that any of the City Street Right of Ways described on Exhibit 2 are unavailable for Trail activities due to street repair or construction.

9.3 Development and Construction of Park District Improvements. The Park District Improvements located on the PPD Project Site shall be developed and constructed at the expense of the Park District pursuant to the applicable provisions of the State of Illinois grants obtained by the Park District to finance such construction. The Park District Improvements shall conform with applicable federal and State regulations regarding the construction of such improvements.

9.4 Maintenance and Repair of Park District Improvements. Park District shall, throughout the term of this Ground Lease at its own cost, and without any expense to City, maintain the PPD Project Site and the Park District Improvements, including all improvements of every kind located on the PPD Project Site, in good, and neat order, condition and repair (reasonable wear and tear excepted). Except as specifically provided in this Ground Lease, Park District shall restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever.

9.5 Security/Police Patrols. The Park District shall provide regular police patrols on the PPD Project Site with its police officers and auxiliaries. The Park District shall provide such

signage, fencing, bollards, walls, or other appropriate security measures as it deems necessary.

9.6 No Obligation of City to Make Improvements. Except as specifically provided in this Ground Lease, City shall not be obligated to make any improvements, repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the Park District Improvements located on the PPD Project Site.

#### **ARTICLE X: Damage/Destruction of Park District Improvements**

10.1 Damage to and Destruction of Park District Improvements. The damage, destruction, or partial destruction of any Park District Improvements located on the PPD Project Site shall not release Park District from any obligation under this Ground Lease, except by mutual agreement of the parties. In case of damage to or destruction of any such Park District Improvements, Park District shall at its own expense promptly repair and restore the Park District Improvements to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the obligations of Park District, it is agreed that the proceeds of any insurance covering such loss, damage or destruction shall be paid to Park District and used for such repair or replacement. The parties understand and agree that the timing, nature and extent of any such repairs or replacements in the event of damage to or destruction of the Park District Improvements will be dependent on the proceeds of any insurance coverage and the then available funding resources of the Park District to undertake such repairs or replacements.

#### **ARTICLE XI: Utilities**

11.1 Utilities. Park District shall fully and promptly pay for all water, gas, electric, telephone service, and other public utilities of every kind furnished to the PPD Project Site throughout the term of this Ground Lease.

#### **ARTICLE XII: Liens**

12.1 Park District Will Indemnify City Against Liens. Park District shall indemnify and hold the City harmless from any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or equipment used or furnished for or in connection with any operations of Park District, any alteration, improvement, or repairs or additions that Park District may make or permit or cause to be made, or any work or construction, by, for, or permitted by Park District on or about the PPD Project Site or any obligations of any kind incurred by Park District, and at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based.

12.2 Contesting Liens. If Park District desires to contest any lien, it shall notify City of its intention to do so within thirty (30) days after notification of the Park District by the City of

the filing of the lien. In that case, and provided that Park District shall on demand protect City by a good and sufficient indemnification and hold harmless agreement against any lien and any cost, liability, or damage arising out of such contest, Park District may legally contest such lien until there is a final determination of the validity of the lien.

### ARTICLE XIII: Indemnities

13.1 Park District Indemnification of City. To the fullest extent permitted by law, the Park District shall protect, indemnify, save, defend and hold harmless the City, including its officers, officials, employees, volunteers, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney fees), which the City and its respective officers, officials, employees, and agents may become obligated for by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, arising indirectly or directly in connection with or under, or as a result of this Ground Lease, except to the extent caused by any negligent or wrongful act or omission of the party being indemnified.

The insurance company, self-insurance pool or similar entity of the Park District shall be allowed to raise on behalf of the other party(s), any and all statutory and/or common law defenses to such claim or action which the other party(s) might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq. (1991).

13.2 City Indemnification of Park District. To the fullest extent permitted by law, the City shall protect, indemnify, save, defend and hold harmless Park District, including its officers, officials, employees, volunteers, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney fees), which the Park District and its respective officers, officials, employees, and agents may become obligated for by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, arising indirectly or directly in connection with the installation, maintenance, repair, or removal of any telecommunications lines, as is more specifically described in Section 1.03, except to the extent caused by any negligent or wrongful act or omission of the party being indemnified.

The insurance company, self-insurance pool or similar entity of the City shall be allowed to raise on behalf of the other party(s), any and all statutory and/or common law defenses to such claim or action which the other party(s) might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq. (1991).

#### ARTICLE XIV: Insurance

14.1 Insurance Coverage of Park District Improvements. Park District shall, at all times during the term of this Ground Lease and at Park District's sole expense, keep all the Park District Improvements insured against loss or damage by fire and the extended coverage hazards for one-hundred percent (100%) of the full replacement value of the improvements. The Park District agrees that the City shall be named as an additional insured on the aforementioned policy of insurance. The Park District and City agree that the proceeds from any and all fire and extended coverage or casualty insurance policy or policies with respect to the Park District Improvements shall be payable as provided in Article X hereof.

14.2 Commercial General Liability Insurance. Park District shall maintain in effect throughout the term of this Ground Lease commercial general liability insurance or coverage specifically insuring against claims, demands, and actions with respect to bodily injury, personal injury, death, or property damage arising from the Park District's use of the PPD Project Site in the amount of not less than One Million Dollars (\$1,000,000) per occurrence, written on an occurrence basis, and property damage liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall at all times name the City as an additional insured, including its respective public officials, employees, and agents through execution of Additional Insured Endorsement 2026 or equivalent. The policy and/or coverage shall also contain a "contractual liability" clause.

14.3 City's Right to Pay Premiums on Behalf of Park District. All of the policies of insurance referred to in this section shall be written in a form satisfactory to City and by insurance companies or risk management agencies satisfactory to City. Park District shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to City. In the event of the failure of Park District, either to effect insurance in the names called for in this Ground Lease or to pay the premiums for the insurance or to deliver the policies, or certificates of the policies, to City, City shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable to City by Park District within thirty (30) days. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to City that it will give to City thirty (30) days' written notice before the policy or policies in question shall be cancelled or there shall be a reduction in limits. City agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies or risk management agencies selected by Park District.

14.4 Definition of Full Replacement Value. The term "full replacement value" of improvements as used in this Ground Lease shall mean the actual replacement cost of the improvements from time to time less exclusions provided in the normal fire and extended coverage insurance policy. In the event either party believes that the full replacement value has increased or decreased, it shall have the right, but, except as provided below, only at intervals of not less than three (3) years, to have such full replacement value redetermined by the



fire/extended coverage insurance company which is then carrying the largest amount of fire/extended coverage insurance carried on the Park District Improvements (referred to as "impartial appraiser"). The determination of the impartial appraiser shall be final and binding on the parties to this Ground Lease, and the Park District shall promptly increase (or may decrease) the amount of the insurance carried pursuant to this section as the case may be to the amount so determined by the impartial appraiser. The determination shall be binding for a period of three (3) years, and thereafter until superseded by agreement between the parties to this Ground Lease or by a subsequent redetermination by an impartial appraiser. Each party shall pay one-half of the fee, if any, of the impartial appraiser. If during any such three (3) year period, the Park District shall make significant improvements to the premises, either party may have such full replacement value redetermined at any time after the improvements are made, regardless of when the full replacement value was last determined.

14.5 Adjustment of Coverage. In the event that, due to inflation and other appropriate risk factors, either party shall at any time deem the minimum limits of the personal injury or property damage commercial general liability insurance then carried to be insufficient, the parties shall endeavor to agree on the proper and reasonable minimum limits for future insurance coverage. Insurance shall thereafter be carried with the minimum limits thus agreed on until further change pursuant to the provisions of this section.

14.6 Risk Management Agencies. Notwithstanding anything to the contrary contained in this Article, the Park District's obligations to carry the insurance provided for in this Article shall be satisfied by the coverages extended to Park District by the Park District Risk Management Agency (PDRMA) or other similar risk management agency which provides risk management and insurance coverage for park districts so long as the minimum coverage limits are maintained.

#### **ARTICLE XV: Notice of Default**

15.1 Notice of Default. Except as to the provisions of Sections 6.2 and 6.3 of this Ground Lease, the Park District shall not be deemed to be in default under this Ground Lease unless City shall first give to Park District sixty (60) days' written notice of the default and Park District fails to cure the default within sixty (60) days or, if the default is of such a nature that it cannot be cured within sixty (60) days, Park District fails to commence to cure the default within the period of sixty (60) days or fails thereafter to proceed to the curing of the default with all reasonable diligence.

#### **ARTICLE XVI: Remedies for Default**

16.1 Right of Re-entry. In the event of any default under this Ground Lease by Park District, City, in addition to the other legal or equitable remedies it may have, shall have the immediate right of re-entry of the PPD Project Site. Should City elect to re-enter, as provided in this lease agreement, or should it take possession of the PPD Project Site pursuant to legal

proceedings or pursuant to any notice provided for by law, City may either terminate this Ground Lease or it may from time to time, without terminating this lease agreement, re-let the PPD Project Site or any part of the PPD Project Site for such term or terms (which may be for a term extending beyond the term of this Ground Lease) and at such rental or rentals and on such other terms and conditions as City in the sole discretion of City may deem advisable with the right to make alterations and repairs to the PPD Project Site. No re-entry or taking possession of the PPD Project Site by City shall be construed as an election on the part of City to terminate this Ground Lease unless a written notice of such intention is given to Park District or unless the termination of this Ground Lease is decreed by a court of competent jurisdiction.

16.2 City's Right to Perform. In the event that Park District by failing or neglecting to do or perform any act or thing provided in this Ground Lease by it to be done or performed, shall be in default under this Ground Lease and such failure shall continue for a period of sixty (60) days after written notice from City specifying the nature of the act or thing to be done or performed, then City may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the PPD Project Site for such purposes, if City shall so elect), and City shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Park District on account of such election. Park District shall repay to City on demand the entire expense incurred on account of such election, including compensation to the agents and employees of City. Any act or thing done by City pursuant to the provisions of this section shall not be or be construed as a waiver of any such default by Park District, or as a waiver of any covenant, term, or condition contained in this Ground Lease or of any other right or remedy of City, under this Ground Lease or otherwise.

### **ARTICLE XVII: Principle of Intergovernmental Cooperation**

17.1 Public Use of Park District Improvements. It is understood and agreed by the parties that although the Park District Improvements located on the PPD Project Site will be owned, operated, and maintained by the Park District, the Park District Improvements are designed to be used by the general public for their recreational enjoyment. The City and Park District agree to continue to cooperate on an intergovernmental basis to enhance the benefits to the general public who use the Trail.

17.2 Cooperation to Consider Future Branches of Trail. The City and Park District agree to cooperate to study the feasibility, location and comparative benefits of adding future branches or extensions to the Trail, including, but not limited to, an extension in the Grandview Drive area. Final decisions regarding the development and inclusion of other hiking/biking/running trail corridors shall remain with the Park District.

17.3 Cooperation Regarding Grant Applications. The Park District, at the request of the City, shall cooperate with and provide support to the City in the preparation of applicable grant proposals or applications that seek to obtain funding for the provision of replacement rail service from the west via the Union Pacific Railroad's Pioneer Industrial Lead.

17.4 Acquisition of Required Easements. The Parties acknowledge that certain easements are necessary to be acquired before the City can connect rail service to Pioneer Park from the West. PPD agrees to fund the acquisition of the Dillon easement. The City and PPD shall divide evenly the cost of acquiring the Cilco easement. The City shall fund the acquisition of the Illinois-American and Max Hoerr easements. The foregoing easement descriptions are understood by the Parties to describe specific easements needed for railroad right of way by the name of the owner of the easement needed to be acquired.

### ARTICLE XVIII: Miscellaneous Provisions

18.1 Time is of the Essence Time is of the essence of this Ground Lease, and of each and every covenant, term, condition, and provision of this Ground Lease.

18.2 Section Captions. The captions appearing in this Ground lease are for convenience only and are not a part of this Ground Lease and do not in any way limit or amplify the terms and provisions of this Ground Lease.

18.3 Governing Law. It is agreed that this Ground Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

18.4 Entire Agreement. This Ground Lease, in conjunction with the other agreements or exhibits referred to herein, shall constitute the entire agreement between the parties regarding the Ground Lease. Any prior understanding or representation of any kind preceding the date of this Ground Lease shall not be binding upon either party except to the extent incorporated in this Ground Lease.

18.5 Modification of Ground Lease. Any modification of this Ground Lease or additional obligation assumed by either party in connection with this Ground Lease shall be binding only if evidenced in a writing signed by an authorized representative of each party.

18.6 Additional Documents. The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Ground Lease.

IN WITNESS WHEREOF, each party to this Ground Lease has caused it to be executed  
at Peoria IL on the date indicated below.

CITY OF PEORIA

THE PLEASURE DRIVEWAY & PARK  
DISTRICT OF PEORIA, ILLINOIS

BY: [Signature]  
Its: City Manager

BY: Bonnie W. Noble  
Its: Director of Parks and Recreation

ATTEST:  
[Signature]  
City Clerk

ATTEST:  
[Signature]  
Secretary, Board of Trustees

10-23-02

APPROVED AS TO FORM:  
Clifton J. Mitchell  
Its Corporation Counsel

(Ground Trail Lease 10.17.02)