

Agenda Item #

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DISTRIBUTION

County Board
County Clerk
County Administrator
Public Works

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR JUNE A.D., 2005 SESSION

JUNE 14, A.D., 2005

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee and Financial and Administrative Committee present herewith an ordinance authorizing execution of a Property Lease Agreement with the Grandwood Park Park District regarding the lease of Lake County Property; and request its adoption.

Respectfully submitted,

<u>Deann O'Kelly</u>	Aye	Nay
CHAIR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>John L. [Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE CHAIR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Sandy Cole</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Michael J. Callitt</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Ann Flanigan Josi</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<u>[Signature]</u>	Aye	Nay
CHAIR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE CHAIR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Robert Eason</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CERTIFIED TO BE A TRUE COPY OF RECORDS OF THE LAKE COUNTY BOARD MEETING OF

PUBLIC WORKS AND TRANSPORTATION APPROVED COMMITTEE

FINANCIAL AND ADMINISTRATIVE COMMITTEE

CERTIFICATION NOT VALID UNLESS SEAL OF LAKE COUNTY, ILLINOIS IS AFFIXED

William R. Helander County Clerk

Roll Call Vote
Aye 20, Nay 0

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ORDINANCE

WHEREAS, the County of Lake (County) owns property at the southwest corner of Grandwood Drive and Hutchins Road; and

WHEREAS, the Grandwood Park Park District (Park District) desires to lease the property to construct and utilize the property as a parking lot for Park District patrons and employees; and

WHEREAS, the subject leased portion of County owned property is not currently necessary for County Public Works operations; and

WHEREAS, this County Board has determined that it is appropriate to lease for a term of twenty (20) years to the Grandwood Park Park District; and

WHEREAS, this County Board is authorized to lease County owned property when approved by three-fourths (3/4) of the County Board members then holding office, in accordance with 55 ILCS 5/5-1049.2; and

WHEREAS, a Property Lease Agreement has been prepared that sets forth the rights, responsibilities and obligations of each party; and

WHEREAS, execution of a Property Lease Agreement must be authorized by Ordinance of the County Board.

NOW, THEREFORE, BE IT ORDAINED, by this County Board of Lake County, Illinois, that the Director of Public Works (Superintendent) is hereby authorized and directed to execute the attached Property Lease Agreement, in the form substantially contained therein, with the Grandwood Park Park District.

DATED at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 14th day of June, A.D., 2005.

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PROPERTY LEASE

Owner/Landlord: COUNTY OF LAKE, Illinois, an Illinois county
Department of Public Works, 650 Winchester Road, Libertyville, Illinois

Tenant: GRANDWOOD PARK DISTRICT, an Illinois park district

Leased Premises: A 200' X 102' (20,400 sq/ft) area within PIN(s) 07-07-203-018 through 07-07-203-022 consecutively, located at or near the intersection of Hutchins Road and Grandwood Drive, as depicted on the aerial photograph attached as Exhibit A.

THIS LEASE, made effective July 1, 2005, by and between the COUNTY OF LAKE, Illinois, an Illinois county (hereinafter "LANDLORD"), and the GRANDWOOD PARK DISTRICT, an Illinois park district (hereinafter "TENANT").

WITNESSETH

That LANDLORD, for and in consideration of the rent recited herein, and of the covenants, conditions and agreements of TENANT hereafter mentioned, has demised and leased to the TENANT that portion of the LANDLORD's property so designated (called the "Leased Premises") on the aerial photograph attached hereto and made a part hereof, and marked Exhibit A.

TERMS AND CONDITIONS

1. **Purpose.** The Leased Premises are to be used for the driving and parking of passenger vehicles relating to TENANT's governmental function(s), all insofar as permitted by law, and for such other TENANT governmental purpose(s) as may arise, and for no other purpose.
2. **Term.** To have and to hold the Leased Premises for the term of Twenty (20) years, the twenty-year term to commence on July 1, 2005, unless sooner terminated as hereinafter provided. Additional term(s) may thereafter be approved by the parties hereto.
3. **Rent.** TENANT agrees to pay LANDLORD the sum of Two Thousand and no/100ths (\$2,000.00) Dollars annually as rent. The initial payment shall be upon commencement of the term, and subsequent years shall each be prepaid on or before the anniversary date of commencement of this Lease.
4. **Future County Water Tower/Reservoir.** Subsequent to the commencement of the term hereof, in the event the County elects to construct a new or additional public water supply water tower and/or reservoir on County property outside of the Leased Premises, TENANT agrees and covenants that TENANT shall not file or interpose any objection, formal or informal, written or otherwise, to said public water supply water tower and/or reservoir in any venue or forum having jurisdiction or authority over any approval or consent relating to said public water supply facility.

5. Condition of Lease Premises. TENANT has examined the Leased Premises and knows its condition. No representations as to the condition and repair thereof, and no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by LANDLORD, unless contained herein.

6. Alterations by Tenant. TENANT may fill, grade, level, and pave the Leased Premises, at TENANT's sole cost, for parking purposes in compliance with applicable law. In any such alteration (construction), there shall be no change to existing grades, to the extent practicable.

LANDLORD agrees to remove the existing wood rail fencing and replace said wood rail fencing around the new parking area.

In any such alteration/construction, any paving or surface material shall be well drained, firm and neat in appearance. Such alterations by TENANT must not create surface water drainage problems for LANDLORD or adjoining property owners and unforeseen problems shall be corrected by TENANT.

7. Digging Work. TENANT hereby agrees, in the event it performs any grading, leveling or digging work on the Leased Premises and damages any underground facilities presently located, or later located, on the Leased Premises, that TENANT will promptly reimburse LANDLORD for any and all expense incurred for the repairing or replacement of such damage, within 30 days after presentation to TENANT of LANDLORD's statement.

8. Maintenance of Leased Premises. TENANT shall maintain the Leased Premises, together with any fences, gates, bumper stops, barricades and any other improvements located thereon, in a clean, neat, orderly and sightly condition, to LANDLORD's satisfaction, at all times during the term of this Lease at TENANT's sole cost, including cutting and mowing of grass and weeds and snow plowing, if such conditions exist.

9. Motor vehicle(s), abandonment or sales. No private, commercial, or governmental sale(s) of any kind or type of motor vehicle(s) shall be allowed, permitted, or suffered by TENANT on or from the Leased Premises. TENANT shall be responsible for, and is hereby authorized to cause, the prompt removal from the Leased Premises of any and all abandoned or "for sale" motor vehicle(s). LANDLORD may, if TENANT fails or neglects to remove any such motor vehicle(s) after notice from LANDLORD, or any of LANDLORD's employees or agents, cause the removal/towing of any such motor vehicle(s) at TENANT's expense. Any such cost(s) incurred by LANDLORD shall be reimbursed by TENANT within thirty (30) days of any billing/statement therefore.

10. Liens. TENANT covenants and agrees, that it will not permit or suffer any lien to be put upon, or arise or accrue against the Leased Premises, in favor of any person or persons, individual or corporate, furnishing either labor or material, in any work on or to the Leased Premises. TENANT further covenants and agrees to hold LANDLORD, and the Leased Premises, free from any and all liens, or rights of lien, which may, or might arise or accrue under, or be based upon any mechanic's lien law of the State of Illinois, now or hereafter enacted. All contracts and agreements that may be made by TENANT, relating to work on or to the Leased Premises, shall expressly state that the interest of LANDLORD in the Leased Premises shall be wholly free from, and not subject to, any lien or claim of any contractor, subcontractor, mechanic, materialman, or laborer, whether based upon any law or regulation of the State of Illinois, or any other authority.

11. Environmental Protection – Hazardous Material. During the term of the Lease, TENANT shall not permit the Leased Premises to contain, accept, be used to store or otherwise be used to handle or keep Hazardous Material. "Hazardous Material" means any substance or material identified in 40 CFR 302.4, or any substance which becomes defined as a Hazardous Material.

TENANT shall bear the cost of any necessary remediation, removal, treatment and disposal of any Hazardous Material placed or allowed to be placed on or in the Leased Premises by TENANT or its agents or invitees.

12. Insurance and Indemnity. TENANT shall indemnify and save harmless LANDLORD, and its officers and employees, from all claims, litigation, and liability asserted against them or any of them, and any costs and attorneys fees incidental thereto, on account of injury to or death of any person or persons whomsoever, or any damage to any property, caused by, connected with, or in any way attributable to, the rights herein granted, or TENANT's failure to comply with any terms or conditions of this Lease. TENANT shall undertake the defense of LANDLORD, its officers and employees, in any such litigation, if LANDLORD requests TENANT to do so.

LANDLORD shall not be liable, or responsible, for loss or damage resulting from LANDLORD's use, installation, construction, or maintenance underground facilities now or later emplaced, except through the negligence of LANDLORD, its agents or employees.

LANDLORD shall not be liable, or responsible, for damages caused by fire, vandalism or other casualty, to any vehicle, equipment, or personal property on the Leased Premises, at any time during the term hereof, except such resulting from the negligence of the LANDLORD, its agents or employees.

TENANT agrees to require its contractor(s), before commencing any work on the Leased Premises, to purchase and maintain, or, at the option of TENANT, to itself purchase and maintain, at the cost of TENANT or its contractor(s), a policy or policies of insurance (or group self-insurance) issued by good and responsible insurance compan(y)(ies) and in form satisfactory to LANDLORD as follows:

Coverage A. Workers' Compensation insurance, as required of the insured by workers' compensation law, and Employers' Liability insurance, on behalf of the insured, with limits not less than \$1,000,000 each accident/occurrence. Coverage A will cover all contractors, subcontractors, and their subcontractors.

Coverage B. Comprehensive General Liability insurance. A policy or policies, covering all contractors, subcontractors and all their subcontractors, with limits not less than the combined single limit of \$1,000,000 for bodily injuries to or death of one or more persons and/or property sustained by one or more organizations as a result of any one occurrence, which policy or policies shall not exclude property of LANDLORD. COUNTY OF LAKE, as LANDLORD, shall be added as Additional Insured on such policy or policies.

TENANT shall, in any event, purchase and maintain during the term hereof:

Coverage C. Owners' Landlords' and Tenants' Liability insurance, and Automobile Liability insurance. A Owners' Landlords' and Tenants' Liability policy in the name of LANDLORD, COUNTY OF LAKE, as the insured, with limits of not less than the combined single limit of \$1,000,000 for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence, which policy shall not exclude property of LANDLORD. And, an Automobile Liability policy in an amount not less than \$1,000,000 occurrence combined single limit for bodily injury and property damage covering all owned, leased, rented, or non-owned vehicles,

which shall include contractual liability coverage. As an alternative to the Owners' Landlords' and Tenants' Liability insurance described above, TENANT may purchase and provide a rider or an endorsement to its existing commercial general liability policy or policies of insurance naming LANDLORD as an additional insured thereunder, including coverage extensions for premises/underground facilities/and contractual liability for Tenant's indemnity obligations hereunder. LANDLORD reserves the right to approve or reject any such alternative form of insurance that may be provided by TENANT.

TENANT shall furnish LANDLORD prior to the commencement of any work on the Leased Premises (a) certificate(s) of insurance, showing the issuance of policies pursuant to the requirements contained in Coverages A. and B. of this paragraph, which policies shall be kept in force until all work has been completed.

The original policy required under Coverage C. shall be delivered to LANDLORD upon commencement of the term of this Lease. The insurance coverage under Coverage C. shall be kept in force through the term of this Lease.

Declarations, in each of said policies (Coverages A., B., and C.) shall identify the work as being done by and for others, on property owned by LANDLORD, and there shall be no exclusions in any of said policies, not approved by LANDLORD.

13. Assignment and Subletting. This Lease may not be assigned to any other person or entity by TENANT, nor may the Leased Premises be sublet by TENANT to any other person or entity, without the prior written approval of LANDLORD.

14. Zoning and Permits. TENANT assumes sole responsibility for compliance with all applicable zoning laws and ordinances, building codes, stormwater regulations, and any other applicable State or local government regulations, which may apply to any work on or to the Leased Premises. No representations are made that the premises are properly zoned for the proposed use. This area is for additional parking only and not to fulfill any density requirements. This Lease does not constitute the authority to seek a zoning change, to permit the use of the Leased Premises, for the purpose stated herein.

15. Retained Rights of Landlord. The rights of the LANDLORD, through its Department of Public Works, to utilize the Leased Premises in its sanitary sewerage service and public water supply public business will, at all times, be and remain paramount to the rights herein granted to TENANT by LANDLORD, and nothing stated herein is to be construed as restricting LANDLORD from granting rights to other parties or persons in, upon or under the Leased Premises. Without limiting the generality of the foregoing, the parties specifically refer to rights relating to sewers, water pipes, mains, and reservoirs, drainage tiles and pipes, gas mains and pipelines, and other allied uses.

LANDLORD, at all times, shall have free and unrestricted access for its employees, agents, representatives, assigns or grantees to come upon the Leased Premises, either by vehicle or on foot, for the purpose of constructing, installing, operating, maintaining, repairing, replacing, or patrolling, any or all of its facilities and equipment now or later located thereon.

This Lease shall not, in any manner or to any extent, limit or restrict the right of LANDLORD, to use or dispose of the Leased Premises, as LANDLORD may in its discretion desire.

16. Termination. After the initial five (5) years of the term of this Lease, this Lease may be terminated at any time by either of the parties hereto, by giving ninety (90) days prior written notice

to the other party of such termination. In the event this Lease is terminated pursuant to the provisions of this paragraph, then any rental paid in advance shall be prorated to the effective date of such termination, and the unearned portion thereof returned to TENANT. After the initial five (5) years of the term of this Lease, for any improvement(s) made by TENANT to the Leased Premises, the termination of this Lease shall, without any further action by either party, operate to automatically transfer title to any such improvement(s) to the LANDLORD.

In the event TENANT shall violate or breach any of the terms, conditions, or provisions of this Lease, or if the TENANT shall vacate or abandon the Leased Premises during the life of this Lease, it shall be lawful for LANDLORD at any time thereafter, at its election, with five (5) days prior written notice to TENANT, to declare said term ended, and the Lease terminated. and thereupon re-enter the Leased Premises, with or without process of law. Rights and obligations under indemnity clauses herein survive the termination of the Lease under this paragraph 14 or otherwise.

17. Miscellaneous.

A. TENANT shall pay all the LANDLORD's costs, charges and expenses, including the fees of counsel, agents and others retained by LANDLORD, incurred by enforcing the TENANT's obligations hereunder, or incurred by the LANDLORD in any litigation, negotiation, or transaction, in which the TENANT causes the LANDLORD, without the LANDLORD's fault, to become involved or concerned.

B. If TENANT shall occupy the Leased Premises, prior to the beginning of the term of this Lease, with the LANDLORD's consent, all the provisions of this Lease shall be in full force and effect, as soon as the TENANT occupies the Leased Premises.

C. Notices. Any notice provided for, or required, hereunder shall be good notice if mailed by regular U.S. Mail, first class postage prepaid, three (3) days after the date of mailing, addressed to the Director at the address(es) provided beneath the signature lines below. The parties may, in the future, designate a different or other notice address to the other.

EXECUTED this 6 day of JUNE, 2005, by the authorized representative(s) of the parties hereto, pursuant to authority granted by the governing board of the respective local government entities.

COUNTY OF LAKE, Landlord

GRANDWOOD PARK DISTRICT, Tenant

By: Peter E. Koll
Its: Superintendent/Director
Lake County Public Works Dept.
650 W. Winchester Road
Libertyville, IL 60048

By: Daniel F. Brown
Its: President
Grandwood Park District