

LAKE GLENN SHOALS
SEASONAL LEASE AGREEMENT

Agreement, made this _____ day of _____, 20____, between the City of HILLSBORO, a municipal corporation of the State of ILLINOIS, located in the County of MONTGOMERY, herein referred to as Lessor, and _____, an individual with an address of _____, City of _____, County of _____, State of _____, hereinafter referred to as Lessee.

PHONE # _____

In consideration of the mutual covenants herein set out, the parties agree as follows:

SECTION ONE – DESCRIPTION OF PREMISES

Lessor hereby leases to Lessee the recreational lake lot numbered as follows: Lot _____, as designated on the official map generated by the City for this purpose.

SECTION TWO – TERM

The term of this lease shall extend for a period of one (1) year from April 1, 20____, to March 31, 20____.

SECTION THREE – RENT

Lessee shall pay Lessor for the use of the leased premises the amount of

<u>City Residents</u>	<u>County Residents</u>	<u>Non-County Residents</u>
Lot Rental..... \$100.00	Lot Rental..... \$125.00	Lot Rental..... \$200.00
Deposit..... <u>\$25.00</u>	Deposit..... <u>\$50.00</u>	Deposit..... <u>\$100.00</u>
Total..... <u>\$125.00</u>	Total..... <u>\$175.00</u>	Total..... <u>\$300.00</u>

per year, payable by March 31st of the year in which the lease commences. Any Lessee that has previously rented a specific lot shall have first priority to rent that same lot for the following term. Any lot whose rental has not been received by the 5th of April, shall be available for the City to rent to another party. Lessee shall bear the sole responsibility for the rental payments on a timely fashion and shall hold the City harmless for any subsequent rental to third parties. Note: **Adjacent land owners pay as City Residents.**

SECTION FOUR – POSSESSION AT BEGINNING OF TERM AND QUIET ENJOYMENT

Lessor shall use due diligence to give possession as nearly as possible at the beginning of the term of this lease. Lessee shall make no claim against Lessor for such delay.

Lessor covenants and agrees that Lessee shall lawfully, peacefully, and quietly hold, occupy and enjoy the leased premises during the term of the lease without objection or molestation.

SECTION FIVE – USE OF THE LEASED PREMISES

Lessee agrees that the leased premises shall be used by Lessee exclusively for recreational/camping activities. Such use shall conform with applicable city ordinances and state and federal laws (relevant City ordinances are available upon request). No other usage shall be allowed unless prior written consent is obtained from the City of Hillsboro Commissioner of Public Property which shall be granted or not granted at the absolute discretion of Lessor, it being understood that it is the purpose of Lessor to maintain the neighborhood and preserve the enjoyment of others. Lessee may not sublet any or all of the premises to any other party at any time.

SECTION SIX – RESTRICTIONS PURSUANT TO CITY OF HILLSBORO ORDINANCE

Attached Exhibit A provides verbatim information pursuant to City of Hillsboro Revised Code of Ordinances Chapter 31, Article 1, Sections 83(D) and 86 as of the date of this contract. These provisions delineate the specific restrictions in relation to this lease. Lessor shall attempt to maintain updated information, however, Lessor is not responsible for providing revisions to Lessee unless requested.

SECTION SEVEN – ACCEPTANCE BY LESSEE

Lessee has inspected and knows the condition of the premises and accepts the same in their present condition (subject to ordinary wear, tear, and deterioration in the event the term commences after April 1st and to the rights of present or former occupants, if any, to remove movable property).

SECTION EIGHT – LESSOR'S RIGHT OF ENTRY

Lessor or Lessor's agent may enter the premises at any hour and without notice to examine the same, to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the premises or to maintain the peace.

SECTION NINE – MAINTENANCE AND REPAIR BY LESSEE

Lessee shall take good care of the premises and shall keep the same in a reasonable condition, and shall keep the premises clean and sightly (including policing the grounds), and free from fire hazard and any other nuisance. At the expiration of the term, Lessee shall surrender the premises in as good condition as the reasonable use thereof will permit. All damage or injury to the leased premises not caused by fire and other casualty which is not the fault of Lessee, as set forth in Section Fourteen hereof, and all damage to other City property shall be promptly repaired by Lessee. Failure to promptly repair said damage shall be repaired by the City of Hillsboro and charged to the Lessee and upon failure to pay by Lessee within 30 days after reasonable notice to do so, Lessor may terminate this lease at its discretion. At any time during the pendency of this lease, should the property be substantially cleared by either the Lessor or the Lessee, Lessee agrees to maintain said property in a reasonable manner and allow no excessive weed growth including grass not to exceed 8" in height. Lessor expressly reserves the right to enter said premises for the purpose of removing excessive vegetation growth at the expense of the Lessee.

SECTION TEN – SIGNS AND ADVERTISEMENTS

Lessee shall not put upon, or permit to be put upon, any part of the premises, any signs, billboards, or advertisements whatsoever. Lessor reserves the right to place identifying signs upon each property, the maintenance and care of any such sign shall fall upon the Lessee. Damage to any signage placed by Lessor shall be charged to and paid by Lessee within 30 days, failure to pay is a breach and allows the Lessor to terminate the lease at its discretion.

SECTION ELEVEN – INSURANCE

Pursuant to the laws of the State of Illinois, the County of Montgomery and the City of Hillsboro, lessee shall maintain all necessary insurance coverage relating to vehicles, water craft, "craft" as defined in the City of Hillsboro Revised Code of Ordinances or the like used in conjunction with recreational activities related to this lease. Lessee is considered to have constructive knowledge of any licensee or guest's failure to abide by this section.

SECTION TWELVE – INDEMNITY AND PUBLIC LIABILITY

Lessee covenants at all times to indemnify and save Lessor harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or property on, in or about the leased premises or to the leased premises themselves resulting from any act done or omission by or through Lessee, its agents, employees, invitees, or any person on the premises by reason of Lessee's use or occupancy or resulting from Lessee's non-use, or possession of such property and any and all loss, cost, liability, or expense resulting therefrom: and further covenants at all times to maintain such premises in a safe and careful manner.

SECTION THIRTEEN – DAMAGE TO PROPERTY ON PREMISES

Lessee agrees that all property of every kind and description kept, stored, or placed in or on the premises shall be at Lessee's sole risk and hazard and that Lessor shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity, or the elements, whether or not originating in the premises, caused by or from leaks or defects in or breakdown of plumbing, piping, wiring, heating, or any other facility, equipment, or fixtures or any other cause or act and whether or not resulting from the negligence of Lessor or other tenants of Lessor or anyone for whom Lessor may be responsible.

SECTION FOURTEEN – DAMAGE BY CASUALTY

In case the leased premises shall be destroyed or shall be so damaged by fire or other casualty, as to become untenable, then in such event, at the option of Lessor, this lease shall terminate from the date of such damage or destruction and Lessee shall immediately surrender such premises and all interest therein to Lessor, and Lessee shall pay rent only to the time of such surrender. Lessor shall exercise such option to terminate this lease by notice in writing delivered to Lessee within thirty (30) days after such damage or destruction. In case Lessor shall not elect to terminate this lease in such event, this lease shall continue in full force and effect and Lessee shall repair the leased premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for the purpose of inspection, Lessor may enter such premises. In either event, Lessee shall remove all rubbish, debris, merchandise, furniture, equipment, and other personal property, within fifteen (15) days after the request of Lessor. If the leased premises shall be only slightly injured by fire or the elements, so as not to render the same untenable and unfit for occupancy, then Lessee shall repair the same with all reasonable promptness. No compensation or claim shall be made by or allowed to Lessee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the leased premises, however the necessity may occur.

SECTION SIXTEEN – PUBLIC REQUIREMENTS

Lessee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the premises or the use thereof, and save Lessor harmless from expense or damage resulting from failure to do so. The leased premises are not exempted from

compliance with zoning or any other municipal codes or ordinances nor from any other requirements of law due to title being in the name of Lessor.

SECTION SEVENTEEN – ASSIGNMENT OR SUBLEASE

Lessee shall not assign, transfer, or encumber this lease and shall not sublease the premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor.

SECTION EIGHTEEN – RECORDING

Lessee shall not record this lease or cause it to be recorded. In the event Lessee does cause it to be recorded, Lessor may terminate the lease, upon ten (10) days notice, at its sole discretion.

SECTION NINETEEN – SURRENDER AT END OF TERM

At the expiration of the term of this lease or upon proper notice and termination by Lessor pursuant to any provision herein, Lessor or its agent shall have the right to enter and take possession of the leased premises, and Lessee agrees to deliver the same without process of law. Lessee shall be liable to Lessor for any loss or damage, including attorney fees and court costs incurred, as a result of Lessee's failure to comply with this obligation.

SECTION TWENTY – HOLDING OVER

Upon the expiration of the term of this lease, proper termination thereof, or Lessee's failure to renew within the proper timeframe, possession of the premises shall immediately revert to Lessor. Lessee shall be subject to the loss of any property remaining on the premises upon the re-entry of Lessor. Lessor or its agent shall have the immediate right to re-take the premises for subsequent re-letting to other interested parties. Any damages or clean-up charges incurred by the Lessor shall be chargeable to the Lessee pursuant to this provision. Lessee explicitly provides Lessor the right to enter under these circumstances and shall deliver the premises without process of law.

SECTION TWENTY-ONE – DEFAULT

If default is made in the payment of rent on the due date thereof, or if Lessee shall default in the performance of any other agreement (other than payment of rent) continuously for fifteen (15) days after written notice thereof, or if the premises be vacated or abandoned, then in any such event this lease shall terminate, at the option of Lessor, and Lessor may re-enter the premises and take possession thereof, with or without legal process and without notice or demand. The service of notice, demand, or legal process in such case is hereby expressly waived, and upon such entry by Lessor, this lease shall terminate and Lessor may exclude Lessee from the premises without being liable to Lessee for any damages or for prosecution therefore. Lessor's rights in such event may be enforced by action in forcible entry and detainer or other proper legal action, and Lessee expressly agrees, notwithstanding termination of this lease and re-entry by Lessor that Lessee shall remain liable for a sum equal to the entire rent payable to the end of the term of this lease and shall pay any loss or deficiency sustained by Lessor on account of the premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee, without notice may re-let the leased premises or any part thereof for the remainder of the term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between a sum equal to the amount of rent payable during the remainder of the term and the net rent actually received by Lessor during the term after deducting all expenses of every kind for repairs, recovering possession, and re-letting the same, which difference shall accrue and be payable monthly.

SECTION TWENTY-TWO – WAIVER

The rights and remedies of Lessor under this lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default or defaults, of Lessee hereunder shall not be deemed or construed to be a continuing waiver of such breach of default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent, subsequent to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Lessor after the termination in any way of this lease shall reinstate, continue, or extend the term above demised.

SECTION TWENTY-THREE – BANKRUPTCY

Neither this lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this lease or any renewal thereof.

SECTION TWENTY-FIVE – ENCUMBRANCES

Any assignment, transfer, or conveyance by Lessee of any property rights arising out of this lease shall not encumber, alienate, diminish, cloud, or impair in any way the title ownership and interests of Lessor in and to such property. Lessee shall promptly pay when due all obligations or indebtedness incurred under or by virtue of this lease, including but not limited to taxes, labor, services,

(D) Camping on Leased Lots. The following regulations shall apply to leased lots in addition to all other ordinances:

- (1) No person shall permit a campfire to be unattended.
 - (2) All campfires must be surrounded by a fireproof ring of bricks, blocks, stones or a steel metal ring.
 - (3) There shall be no trailers, mobile homes, enclosed buildings with solid sides, effective date of this Code outhouses or privies placed on leased lots, except that any storage building in existence located on a lot adjacent to a platted subdivision lot where the lessee's residence is situated on that adjacent subdivision lot may remain, until such time as it is destroyed, removed or becomes dilapidated as provided in the City's Nuisance Control Code, at which time said building may not be replaced. (See Chapter 25) (Ord. No. 1196; 10-25-94)
 - (4) Lessee of leased lots must maintain liability insurance on said lots.
 - (5) Lots must be kept clean and neat and maintained in an orderly manner.
 - (6) All small debris must be removed.
 - (7) No trees shall be cut other than of the size of three (3) inches or smaller and only when necessary for the enjoyment of the use of the lot.
 - (8) No inflammable portable items shall be left on the lot unattended.
 - (9) Decks and open-sided pavilions shall be allowed, but must be kept in a neat, orderly and well-maintained condition, and must be supported by piers or treated posts not smaller than four inches by four inches (4" x 4") and not less than three (3) feet in the ground. Any such deck or pavilion must be removed upon termination of the lease. (Ord. No. 1196; 10-25-94)
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- (10) Each leased lot may have no more than one (1) storage box no larger than four feet by four feet by eight feet (4' x 4' x 8') or four feet by eight feet by four feet (4' x 8' x 4'). Any such storage box must be attached to not less than two (2) screw anchors or four inches by four inches (4" x 4") treated posts, not less than three (3) feet in the ground, by a minimum of three-eighths (3/8) inch galvanized steel cable. Neither refrigerators nor freezers shall be used as a storage box. (Ord. No. 1196; 10-25-94)
 - (11) Any structure or tarpaulin or cover, but not including a tent, situated on a leased lot must be one of the following colors: natural wood, tan or gray. Any metal dock must be made of galvanized metal or painted with aluminum paint. (Ord. No. 1196; 10-25-94)
 - (12) All items remaining on a leased lot when not occupied overnight that may be able to float or be washed into the lake by rapid flowing water, such as, but not by way of limitation, picnic table, bench or garbage can shall be attached to a screw anchor or similar device not less than three (3) feet in the ground. It is prohibited to have on a leased lot cable spools, stored lumber or barrels not in use. (Ord. No. 1196; 10-25-94)

- (2) writing by the Commissioner of Public Property and shall only be granted if the nature of the shoreline requires. (Ord. No. 1203; 02-28-95)
- (2) Two (2) inch lumber shall be used in the construction of the boat docks and must be treated or painted with only substances which will not harm or contaminate the lake.
- (3) Boat docks shall be of a floating nature supported by marine approved flotation material.
- (4) Posts may be installed no further than twenty (20) feet from the shore to secure the dock, but they must have the type of collar to allow the dock to rise and fall with the water level.
- (5) The use of oil drums, chemical drums, or any other drum which previously have contained foreign matter is prohibited.

(C) Rip-rapping of the shoreline shall be permitted upon prior approval by the City Council.

(D) It shall be the policy of the City to lease land including boat dock permits to adjacent land owners, City residents and others for purposes of recreation and access to the water on City property or otherwise. Special privileges had previously been granted to landowners who had sold land to the City and the time for exercising the special privileges has expired; that hereafter all persons shall be governed by this Code.

(E) The lot size available for lease shall be one hundred (100) feet along the shoreline with a depth of fifty (50) feet when available on City owned property.

(F) The following fees shall be charged annually for the lease and boat dock permit, whether or not a boat dock is constructed upon the leased ground;

(1)	City residents	\$50.00 annually.
(2)	Non-residents	\$75.00 annually.
(3)	Residents outside Montgomery County	\$200.00

(Ord. No. 1226; 01-23-96)

(G) Only one (1) boat dock shall be constructed on each leased lot.

(H) Prior year lessee shall have the right to renew the lease, but the prior year lessee must do so on or before the thirty-first (31st) day of March of each year; except present lessees shall have fifteen (15) days from the passage of this Code to renew their lease for the present year and to have priority.

(I) The City reserves a right-of-way and easement for passage only across any leased lot which reservation shall inure to the benefit of the public generally.

(J) Leases. Boat dock permits shall be inspected annually and such inspections shall be conducted by or under the supervision of the Commissioner of Parks. It shall be the responsibility of the Commissioner of Parks to recommend renewal or non-renewal of boat dock permits.

(K) Each lessee shall pay, in addition to the fee provided in Subsection (F) above, a deposit to insure that all lessees comply with the terms of this Chapter, to insure that all lease lots are kept in a clean and well-kept condition and to insure that any improvement placed on any lease lot is removed at the termination of the lease. The amount of the deposit shall be as follows:

(1)	City residents	\$25.00
(2)	Residents of Montgomery County who live outside the City	\$50.00
(3)	All others	\$100.00

In the event any lot is not in a clean and well-kept condition on September 10 of each lease year, the deposit shall be forfeited to the City of Hillsboro. (Ord. No. 1196; 10-25-94)

31-1-87 - 31-1-90 RESERVED.