

ADJACENT LANDHOLDER'S LAKE LOT LEASE
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 Number:_____.

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(s) _____ as designated on the official map generated by the City for this purpose.

**SECTION TWO – TERM & EXTENSION OF LEASE
AND PREFERENCE IN AGAIN LEASING**

Term: The term of this lease shall be for one (1) year unless the Lessee is an adjacent or adjoining property owner. In that case, the lease can be for five (5) years or ten (10) years, at the option of the Lessee, with the full lease payment being due upon the signing of the lease and Lessee shall be able to lock in the price of the lease if they sign for an extended year period. Current price of the leases are:

One (1) Year	\$
Five (5) Years	\$
Ten (10) Years	\$

Extension: Upon the surrender to the City of any ten (10) year lakeshore lease by the Lessee thereof, who is not in default in the performance of any provisions thereof, the property officers of the City are hereby authorized, and on its behalf, to cancel such lease and to execute and deliver to such Lessee a new lease covering the same premises for a new term of ten (10) years from such new date of surrender and on the same terms and conditions, except that the rental for any unexpired portion of any ten (10) years of the lease shall remain the same rental per year for the remainder of such ten (10) year term as in the original lease. The rental thereafter shall be set at the going rate on the date of renewal. At the expiration of the term hereof, the Lessee, if not in default, shall be preferred by the City over all others in the further leasing of said premises for the purpose hereinbefore provided, subject to such ordinances and regulations, for such term, and upon the payment of such rental as the City may then charge for said location. If the lease is not renewed or if there is no current lease on City owned property, then the landowner owning land directly behind

the lake front lots, which are adjacent to landowner's property shall have first preference in leasing as much property as are directly behind the landowner's property lines. In the case of full lots, they would be charged the amount for a full lot. If their land is on the portion or percentage of other lots, then the landowner will be charged by the footage necessary to extend their property boundary line at \$1.75 per foot. If there is land or acreage between the normal lake lot and the landowner's property, then the landowner shall lease that ground at \$200.00 per acre.

Acres leased _____
\$200/per acre

Total _____

SECTION THREE – RENT

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

Lot Rental	\$175.00
Deposit	<u>\$200.00</u>
Total	\$375.00

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 in a timely fashion and shall hold the City harmless for any subsequent rental to third parties.

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 LEASE 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 Commission 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

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 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 slightly (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. Except, every leaseholder shall have a lake lot number posted on 6 inch by 8 inch white reflective background with 3.5 inch black numbers if the lake lot is South of Meisenheimer Avenue, and with 3.5 inch red numbers if the lake lot is North of Meisenheimer Avenue. The lot containing the lot number shall be posted on the southern-most boundary of the lot and staked into the ground. The lot number signs shall not be nailed to a tree and must be visible from the lake. The Lessee is responsible for the signs and 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' 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.

Lessee understands that Lessor is not providing or guaranteeing any access to the seasonal lake lot other than via the water and Glenn Shoals Lake. There is no guarantee or warranty made by the City that any current land access which may have been allowed in the past will continue to be allowed in the future. City of Hillsboro will not take any action on behalf of the Lessee to guarantee land access. If the City should be brought in to any type of lawsuit relative to access to the lake lot lease, then Lessee agrees to defend, indemnify, and hold harmless the City of Hillsboro against any claim, suit or demand, including any necessary expenses of investigations, reasonable attorney's fees, which Lessee may become involved in as a result of access to said lake lot lease in any manner other than via the surface of Glenn Shoals Lake.

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 the 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 lease premises shall be only slightly injured by fire of 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 FIFTEEN – 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 the Lessor.

SECTION SIXTEEN – 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 prior written consent of Lessor.

SECTION SEVENTEEN – RECORDING

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

SECTION EIGHTEEN – 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 NINETEEN – 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 – 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-ONE – 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-TWO – 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 terms of this lease or any renewal thereof.

SECTION TWENTY-THREE – 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 interest 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, materials, supplies, utilities, furnishings, machinery, or equipment which may be secured by mechanic's or materialman's lien or any other lien against the premises leased. This lease is subject to provisions of the City charter, ordinances, and state statutes prohibiting alienation of title.

SECTION TWENTY-FOUR – NOTICES

Any notice hereunder shall be sufficient if sent by registered or certified mail, addressed to Lessee at the premises, and to Lessor at 447 S. Main St., P.O. Box 556, Hillsboro, Illinois 62049.

SECTION TWENTY-FIVE

COVENANTS TO RUN WITH THE PREMISES

The covenants herein contained shall run with the premises hereby let, and shall bind the heirs, executors, administrators, assigns, and successors of Lessor and Lessee respectively. Consent of Lessor to assignment, and acceptance of rent from assignee of Lessee shall not release Lessee from the obligation to pay rent and comply with the other conditions of this lease.

**SECTION TWENTY-SIX
ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties, and no modification of this Agreement shall be binding upon the parties unless evidenced by an Agreement in writing signed by Lessor and Lessee after the date hereof. This Agreement does not take effect until all necessary signatures have been affixed hereto.

ATTEST:

Lessee

Date

Commissioner of Public Property

Date

Department of Parks

Date

City Hall

Date