Item #5:
Resolution Approving Lease For Athletic Fields

VILLAGE OF LONG GROVE
RESOLUTION NO. 2010-R-__

A RESOLUTION APPROVING
SOCCER FIELD LEASE

WHEREAS, the Village owns a certain parcel located generally in the vicinity of Old Hicks Road and Checker Road and adjacent to the Menard's retail center (the "***Property***") that is designated for use and development of soccer fields; and

WHEREAS, the Long Grove Park District desires to manage and operate the Property for soccer purposes; and

WHEREAS, the President and Board of Trustees have determined that approval of a lease of the Property to the Long Grove Park District in the form attached to this Resolution as Exhibit 1 (the "***Lease***") is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION ONE: Recitals. The foregoing recitals are incorporated into and made a part of this Resolution as if fully set forth in this Section One.

SECTION TWO: Approval of Park District Lease. The Village Board hereby approves the Lease with the Long Grove Park District in the form attached hereto as Exhibit 1, and it authorizes and directs the Village President and Village Clerk to execute and attest the Lease on behalf of the Village; provided however, that such authority to execute and attest the Lease shall expire on _____, 2010.

SECTION THREE: Effective Date. This Resolution will be in full force and effect upon its passage and approval in the manner provided by law.

PASSED THIS ___ DAY OF _____, 2010.

AYES:

NAYS:

ABSENT:

APPROVED THIS ___ DAY OF _____, 2010.

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT 1

Lease

9508003_v1

SOCCER FIELD LEASE

THIS LEASE is entered into this ____ day of _____, 2010 (the "***Effective Date***"), by and between the **VILLAGE OF LONG GROVE,** an Illinois municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5 (the "***Village***"), and the **LONG GROVE PARK DISTRICT**, an Illinois unit of local government organized and existing under the Park District Code, 70 ILCS 1205 (the "***District***")(collectively, the Village and the District shall hereinafter be referred to as the "***Parties***").

IN CONSIDERATION OF the mutual promises, representations, and undertakings of the Parties as hereinafter set forth, the Parties agree as follows:

SECTION 1: Recitals.

A. The Village is the owner of record of a certain parcel located generally in the vicinity of Old Hicks Road and Checker Road and adjacent to the Menard's retail center and legally described in **Exhibit A** attached hereto (the "***Property***").

B. The Property has been designed and developed on behalf of the Village for use as soccer fields.

C. The District is authorized and desires to organize soccer activities for residents of the Village and the District, and to that end desires to operate soccer fields within the Village.

D. The Village is willing to lease to the District, and the District is willing to lease from the Village, the Property for the purpose of using the Property as soccer fields, subject to the terms and conditions of this Lease.

E. The Board of Trustees of the Village and the Board of Trustees of the District have each determined that entering into this Lease is in the best interests of their respective governmental bodies and their respective constituents.

SECTION 2: Lease Term; Rent. The term of this lease is for a period of one year beginning on the Effective Date and extending to the anniversary of the Effective Date (the "***Term***"). The District shall pay to the Village a "***Base Rent***" of $1.00 for the Term. In addition to the Base Rent, the District shall pay as additional rent any other charges set forth in this Lease.

SECTION 3: Condition of the Property. The District acknowledges that it has inspected the Property and that it accepts the Property under this Lease in an "as is" condition as of the Effective Date, subject to all applicable laws, ordinances, regulations, covenants and restrictions. The Village has made no representation or warranty as to the suitability of the Property for the conduct of the District's intended use, and the District waives any implied warranty that the Property is suitable for the District's intended purposes. In no event shall the Village have any obligation for any defects in the Property or any limitation on its use. The Village is not required or expected to make any further improvements to the Property (including without limitation

installation of sprinkler facilities) as a part of this Lease. Notwithstanding the foregoing, the Village may, in its sole and unfettered discretion, make any improvements to the Property that it so elects upon 30 days notice in writing to the District (an "***Improvement Notice***"), provided that such improvements do not render the Property unusable either (a) for a period of more than ten days, or (b) for more than three days during which the District has previously scheduled events on the Property as of the date of the Improvement Notice.

SECTION 4: Leasehold Obligations. District will use the Property in a careful, safe and proper manner and will not commit waste, allow any damage to the Property (ordinary wear and tear excepted), permit any discharge of any contaminated substances on or in the vicinity of the Property or otherwise violate any federal or State environmental law, or subject the Property to use that would damage the Property. District shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Property, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Village or any parties using parcels adjacent to the Property. The District further agrees that, without regard to its status as a governmental unit, its use of the Property shall comply with all applicable laws, rules, ordinances, and regulations of the Village or any other body having jurisdiction of the Property.

SECTION 5: Utilities. District shall pay for all water, electricity, refuse and trash collection, and other utilities and services used on the Property, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to District's use of the Property.

SECTION 6. Taxes. Village represents that it is a governmental body whose real property is ordinarily exempt from real estate taxes ("***Taxes***"). To the extent that the Property become subject to Taxes in whole or in part because of District's use or occupancy of the Property, District will be required to pay the Taxes to Village monthly in estimated installments or upon demand, at the option of Village, as additional rent.

SECTION 7. Insurance. District, at its expense, shall maintain during the Term: all risk property insurance covering the full replacement cost of all property and improvements installed or placed in the Property by District at District's expense; worker's compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; comprehensive general liability insurance, with a minimum limit of $1,000,000 per occurrence and a minimum umbrella limit of $ 1,000,000, for a total minimum combined general liability and umbrella limit of $2,000,000 (together with such additional umbrella coverage as Village may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Property. The comprehensive general liability policies shall name Village as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Village, not be cancelable unless 30 days prior written notice shall have been given to Village, contain a contractual liability endorsement and provide primary coverage to Village (any policy issued to Village providing duplicate or similar coverage shall be deemed excess over District's policies).

Such policies or certificates thereof shall be delivered to Village by District upon commencement of the Term and upon each renewal of said insurance.

SECTION 8: Indemnification. Except for the negligence of Village, its agents, employees or contractors, and to the extent permitted by law, District agrees to indemnify, defend and hold harmless Village, and Village's officers, officials, agents attorneys, employees, representatives, and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Property and arising from the use and occupancy of the Property or from any activity, work, or thing done, permitted or suffered by District in or about the Property or due to any other act or omission of District, its assignees, invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit District's obligations under this Section 8.

SECTION 9: Quiet Enjoyment. If District shall perform all of the covenants and agreements herein required to be performed by District, District shall, subject to the terms of this Lease, at all times during the Term, have peaceful and quiet enjoyment of the Property against any person claiming by, through or under Village.

SECTION 10: Surrender. Upon termination of the Term or earlier termination of District's right of possession, District shall surrender the Property to Village in the same condition as received, ordinary wear and tear excepted. All obligations of District hereunder not fully performed as of the termination of the Term shall survive the termination of the Term, including without limitation, indemnity obligations and payment obligations.

SECTION 11: Holding Over. The District shall have no right to extend, renew, or holdover under this Lease. If District retains possession of the Property after the termination of the Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Village at any time. District shall be liable for all direct or consequential damages incurred by Village as a result of such holding over, including any attorneys' fees arising from enforcement of this Lease. No holding over by District, whether with or without consent of Village, shall operate to extend this Lease except as otherwise expressly provided, and this Section shall not be construed as consent for District to retain possession of the Property.

SECTION 12: Assignment. The District shall have no right to assign this Lease or sublet the Property without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

SECTION 13: Mechanic's Liens. District has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Village.

SECTION 14: Remedies. The Parties shall be entitled to pursue any remedy authorized under law; provided that the District shall have no right to seek monetary damages from the Village.

SECTION 15: Notice. Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service, express overnight delivery or by

mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

To District: _____
_____
_____
Attn:_____

To Village: Village of Long Grove
RFD 3110
Long Grove, Illinois 60047
Attn: David A. Lothspeich, Village Manager

With copy to: Victor P. Filippini, Jr.
Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603

SECTION 16: Entire Agreement. This Lease constitutes the complete agreement of Village and District with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Village and District, or anyone acting on behalf of Village and District, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, the Village and the District have caused their duly authorized representatives to execute this Lease as of the Effective Date.

VILLAGE OF LONG GROVE

By:_____
Village President

ATTEST:

_____
Village Clerk

LONG GROVE PARK DISTRICT

By: _____
District President

ATTEST:

_____
Secretary

EXHIBIT A

Legal Description of Property

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