

**VILLAGE OF FOREST VIEW
COOK COUNTY, ILLINOIS**

ORDINANCE 20-09

**AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE
VILLAGE OF FOREST VIEW AND THE FOREST VIEW
PARK DISTRICT**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD
OF TRUSTEES OF THE
VILLAGE OF FOREST VIEW,
COOK COUNTY, ILLINOIS, this
27th day of October, 2020.**

**Published in pamphlet form
by authority of the President
and Board of Trustees of the
Village of Forest View, Cook
County, Illinois, this 27th
day of October, 2020.**

VILLAGE OF FOREST VIEW

ORDINANCE 20-09

**AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE
VILLAGE OF FOREST VIEW AND THE
FOREST VIEW PARK DISTRICT**

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF FOREST VIEW, as follows:**

SECTION 1: That a lease be entered into between the Village of Forest View, a home rule municipal corporation, as Lessor, and the Forest View Park District, as Lessee, by the terms of which said Lessor shall lease and demise for a period of ten years to the Lessee the property commonly known as the public park in the Village of Forest View; that said Lease be for a period of ten years commencing on January 1, 2021 through December 31, 2030, with an annual rent of Ten dollars (\$10.00) to be paid Lessor by Lessee.

SECTION 2: That attached hereto and made part of this Ordinance is the Lease in question.

SECTION 3: That the Village President and Village Clerk are authorized and directed to execute said Lease and deliver signed copies thereof to the Lessee.

SECTION 4: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED BY THE FOLLOWING ROLL CALL VOTE this 27th day of October, 2020.

AYES: Trustees Grossi, Sudkamp, Hubacek, Miller, Stimach, Kirchgatterer

NAYS: None

ABSENT: None

APPROVED this 27th day of October, 2020.

Lawrence Powell
Village President

ATTEST:

Joy M. Conklin
Village Clerk

LEASE AGREEMENT

This Lease Agreement dated this 27th day of October, 2020, by and between the Village of Forest View, a home rule municipal corporation (hereinafter called the “Lessor”) and the Forest View Park District, organized under the Park District Code of the State of Illinois (hereinafter called the “Lessee”), pursuant to authority granted by 50 ILCS 605/1.

WITNESSETH:

That the Lessor does hereby demise and let unto the Lessee, the following described premises, to-wit:

PARCEL 1.

Lots 1 to 6 both inclusive, and the north half of Lots 7 and 8 and all of Lots 9 to 14 both inclusive in Block 16 to First Addition to Walter G. McIntosh’s Forest View Gardens, a Subdivision of part of the Circuit Court Partition of parts of Sections 31 and 32, Township 39 North, Range 13 East of Third Principal Meridian and part of Section 6, Township 38 North, Range 13, East of the Third Principal Meridian and part of Section 1, Township 38 North, Range 12, East of the Third Principal Meridian and part of the North East quarter of Section 12, Township 38 North, Range 12, East of the Third Principal Meridian, also the East half of Home Avenue lying West of and adjoining said Lots 1 to 6 and the North half of said Lot in Block 16:

ALSO

PARCEL 2:

Lots 7 and 8 (except the south 50 feet of said Lots) and Lots 9 to 14 both inclusive in Block 11 in Walter G McIntosh’s Forest View Gardens, a Subdivision of part of Circuit Court Partition of part of Section 6, Township 38 North Range 13, East of the Third Principal Meridian, according to the plat thereof recorded June 7, 1922 as Document 7532229; also the West half of Home Avenue lying East of and adjoining said Lots 9 to 14 and said Lot 8 (except the south 50 feet of said Lot 8) in said Block 11, all in Cook County, Illinois.

to have and to hold the same, with the appurtenances thereunto belonging, unto the Lessee for and during the term of ten years, beginning on the 1st day of January, 2021 and ending on the 31st day of December, 2030.

Paying therefor, during the term aforesaid, the annual rent of Ten Dollars (\$10.00); the receipt of the first such installment is hereby acknowledged by Lessor, and the balance to be paid annually on or before May 1st of each year during the term of this Lease, all such rent being payable at the office of the Lessor at the Village of Forest View Village Hall.

1. Lessee shall not use or occupy said premises for any purpose except for maintaining a public park thereon and will conform to and obey all present and future laws and ordinance, and all rules, regulations, requirements and orders of all governmental authorities or agencies, respecting the use and occupation of the demised premises, and shall not undertake any improvements with respect to such public park without the prior written consent of the Lessor, which consent will not be unreasonably withheld;

2. Lessee shall not assign this Lease, nor sublet said premises, nor any part thereof, without the written consent of the Lessor;

3. Lessee shall leave the premises at the expiration or prior termination of this Lease or any renewal or extension thereof, in as good condition as received or in which they may be put by the Lessor, excepting reasonable wear and tear, and damage arising from the negligence or default of the Lessor, or its agents or employees;

4. Lessee shall permit the Lessor to enter upon said premises at all reasonable times to examine the condition of the same;

5. Lessee shall indemnify and save the Lessor harmless from and against any loss, damage, and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the Lessee, its agents or employees.

6. All fixtures and/or equipment of whatsoever nature as shall have been installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall

continue to be the property of the Lessee, and may be removed by it at the expiration or termination of this Lease or any renewal or expiration thereof; provided, however, the Lessee shall at its own expense repair any injury to the premises resulting from such removal;

7. If the Lessee shall pay the rent as herein provided, and shall keep, observe and perform all of the other covenants of this Lease by it to be kept, performed and observed, the Lessee shall and may, peaceably and quietly, have, hold and enjoy the said premises for the term aforesaid;

8. Lessee shall at all time during the term of this Lease continuously keep insured, for the amount of compensation and liabilities, specified in the Workmen's Compensation Act of the State of Illinois, without any lapse whatsoever, each and all of the employees of Lessee and all other persons whatsoever working in and on premises, and all the insurance shall be obtained in advance of commencement of any work on premises by any employee or other person. Lessee shall keep Lessor informed at all times of amounts of any and all policies and other contracts insuring employees and other persons, and of name of insurer. Failure of Lessee so to obtain and maintain such insurance shall forthwith terminate this Lease without notice, and authorize Lessor to re-enter into possession of premises, with or without process of law.

9. Lessee agrees to protect and save Lessor from any claims for injuries to property or person resulting from accident or other happening on the premises, and to carry comprehensive public liability insurance in such amounts and with such carriers as are reasonably acceptable to the Lessor to protect both Lessor and Lessee, their officers, agents and employees, and to furnish to Lessor on the date of this Agreement and annually thereafter, certificates showing such insurance in force, said insurance to protect Lessor and Lessee and their employees specifically and fully for all liability described in 745 ILCS 10/1-101, *et seq.*, or otherwise.

10. In case Lessor, without fault on its part, be made a party to any litigation commenced by or against Lessee, Lessee shall pay all costs, reasonable attorneys' fees and expenses incurred by or imposed on Lessor by or in connection with such litigation, Lessee will also pay all costs, reasonable attorneys' fees and expenses which may be incurred or paid by Lessor in enforcing agreements of this Lease, and all such costs and attorneys' fees, if paid by Lessor, on failure of Lessee so to do, shall be so much additional rent due on next rent day after such payment or payments, together with interest at eight per cent (8 %) per annum, from date of payment, and shall be collected as any other rent specifically reserved herein.

11. Lessee agrees to pay and discharge all liens and obligations of any nature and kind whatsoever which shall attach to or be imposed on premises or to the leasehold, created or incurred by Lessee.

12. That each and every contract for repairs and improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or rights of lien against the property herein agreed to be conveyed, and no contract or agreement, oral or written, shall be executed by the Lessee for repairs or improvements upon the property aforesaid, except the same contain such express waiver or release of lien upon the party contracting, and a copy of each and every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Lessor. Further, that no contract can be entered into by the Lessee involving the property herein without the full approval of the lessor.

This Lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatever.

VILLAGE OF FOREST VIEW, Lessor

By: _____
Lawrence Powell
Village President

ATTEST:

Joy M. Conklin
Village Clerk

FOREST VIEW PARK DISTRICT, Lessee

By: _____
Chad McDade
President

ATTEST:

Brigitte Kirchgatterer
Secretary