

**VILLAGE OF VERNON HILLS
RESOLUTION 2019 - 002**

**A RESOLUTION AUTHORIZING RENEWAL OF
A LEASE AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS AND
LINCOLNSHIRE PRAIRIE VIEW SCHOOL DISTRICT 103
FOR FACILITIES LOCATED AT THE VERNON HILLS ATHLETIC COMPLEX**

Whereas, the Village of Vernon Hills and Lincolnshire Prairie View School District 103 entered into a lease agreement in 2001 and renewed in 2006, 2009, 2012, and 2015 for property known as the field at the Vernon Hills Athletic Complex; and

Whereas, both parties desire to extend the lease agreement from January 1, 2019 to December 31, 2021.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:

That the Village President is hereby authorized to execute and the Village Clerk to attest to the Lease Agreement between the Village of Vernon Hills and Lincolnshire Prairie View School District 103, as attached hereto. The Lease Agreement is subject to attorney's review.

Dated the 8th day of January, 2019

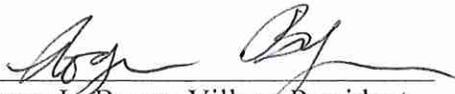
Adopted by roll call vote as follows:

AYES: 5 – Marquardt, Koch, Oppenheim, Byrne, Schultz

NAYS: 0 – None

ABSTAIN: 1 - Brown

ABSENT AND NOT VOTING: 1 - Takaoka

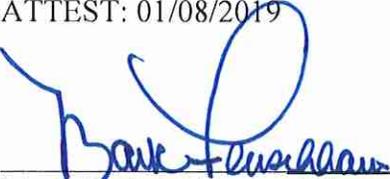


Roger L. Byrne, Village President

PASSED: 01/08/2019

APPROVED: 01/08/2019

ATTEST: 01/08/2019



Mark C. Fleischhauer, Village Clerk



LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this day of, 2018, by and between LINCOLNSHIRE PRAIRIE VIEW SCHOOL DISTRICT 103 ("Lessor") and THE VILLAGE OF VERNON HILLS, a municipal corporation ("Lessee") for the property described on Exhibit "A," attached hereto and incorporated herein, commonly known as the field at the Vernon Hills Athletic Complex (VHAC) (formerly Nike site and Libertyville Training Site), Vernon Hills, Illinois (the "Property").

LEASE COVENANTS AND AGREEMENTS

1. **TERM.** The term of this Lease shall be three (3) years and shall commence on January 1, 2019 ("Commencement Date") and expire on December 31, 2021 ("Expiration Date"); provided, however, that either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party.
2. **PROPERTY.** The Property subject to this Lease and Agreement shall be the portion of the Vernon Hills Athletic Complex commonly known as Fields 5 to 8 inclusive as depicted on the attached Exhibit A.
3. **CONSIDERATION.** In consideration of the leasing of the Property, Lessee agrees to maintain the property at its expense.
4. **SECURITY DEPOSIT.** Lessee has not deposited a Security Deposit with Lessor.
5. **CONDITION OF PROPERTY.** Lessee has examined and knows the condition of the Property and acknowledges that no representations as to the condition thereof have been made by Lessor, or any agent, prior to or at the execution of this Lease that are not herein expressed. Lessee hereby acknowledges that Lessee shall take possession of the Property "As-Is"-Where-Is."
6. **USE AND MAINTENANCE.** Lessor and Lessee shall utilize the Property as athletic fields for use by the public; provided, however, that Lessor's use of the Property shall not exceed twenty-five percent (25%) of the total use of the Property. At all times during the term of the Lease, Lessee shall maintain the Property in accordance with the Annexation Agreement by and between the Village of Vernon Hills and the Lincolnshire Prairie View School District 103 dated March 20, 2001 ("Annexation Agreement") and the terms of this Lease. In the event Lessor's use of the Property exceeds twenty-five (25%) of the total use of the Property, the parties shall share all maintenance costs accruing thereafter equally.
7. **SUBORDINATION.** Lessor and Lessee agree that this Lease shall be subject and subordinate at all times to the terms and conditions of the September 15, 2000, Quitclaim Deed, a copy of which is attached hereto as Exhibit A. Lessor and Lessee agree to abide by all terms and conditions contained in said Quitclaim Deed and further agree to surrender the estate hereby created upon thirty (30) days notice from the United States

Department of Education. The parties further acknowledge that this Lease is subject to approval of the United States Department of Education.

7. **MECHANIC'S LIEN.** Neither party will cause or allow any mechanic's lien or liens to be placed upon the Property.
8. **INDEMNITY FOR ACCIDENTS.** Each party shall be liable for its use of the Property. Each party covenants and agrees that it will protect and save the other party harmless and indemnified against and from any penalty or damages or charges arising from its use of the Property, and said party will at all times defend, protect, indemnify, save and keep harmless the other party against and from all loss, cost, damage or expense, stemming from any accident or other occurrence on or about the Property arising from its use of the Property or obligations under this Lease.
9. **INSURANCE POLICIES.** At all times herein, both parties will maintain general liability insurance policies in the amount of five million dollars. Each party shall add the other party to said policies as additional insureds.
10. **WATER, GAS AND ELECTRIC CHARGES.** Both parties will pay for its water, gas and power bills, if any, taxed, levied or charged on the Property, for and during the term of the Lease.
11. **DEFAULT.** If default is made in any of the covenants herein contained by either party and said party fails to cure the default within ten (10) days after receipt of written notice specifying the default, either party may at its election, pursue any and all remedies available at law or equity.
12. **PAYMENT OF COSTS.** In the event of any action or proceeding brought by either party against the other for any matter arising out of or in any way relating to this Lease or the Property, the nonprevailing party in such action or proceeding shall pay all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in connection with such action or proceeding.
13. **RIGHTS CUMULATIVE.** The rights and remedies under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar any party from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy waive any other right or remedy.
14. **RENEWAL.** This Agreement and Lease shall automatically renew for an additional three (3) year term unless either party provides written notice that it is terminating the Lease. To be effective, the notice must be delivered to and received by the other party at least ninety (90) days prior to the expiration of the term of this Lease Agreement, and/or any extension thereof.

15. **NOTICE.** Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by the United States certified mail, postage prepaid and return receipt requested as follows:

To the Village Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, Illinois 60061
Attention: Village Manager

with a copy to: Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, Illinois 60061
Attention: Village Clerk

and with a copy to: Keith Hunt
Hunt & Associates PC
55 West Monroe Street
Suite 3600
Chicago, IL 60603

To the District: Lincolnshire Prairie View School
District 103
1370 Riverwoods Road
Lincolnshire, Illinois 60069
Attention: Superintendent

with a copy to: Scariano, Himes and Petrarca, Chtd.
180 N. Stetson, Suite 3100
Chicago, Illinois 60601
Attention: Kevin B. Gordon

16. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this Lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

17. **SEVERABILITY.** Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this day and year first above written.

LESSEE:

Village of Vernon Hills, an Illinois
municipal corporation

By: Roger L. Boyle
Its: Village President

ATTESTED TO:

By: Barbara Hunsicker
Its: Village Clerk

LESSOR:

Lincolnshire Prairie View District 103

By: Anna van Lier
Its: President, Board of Education

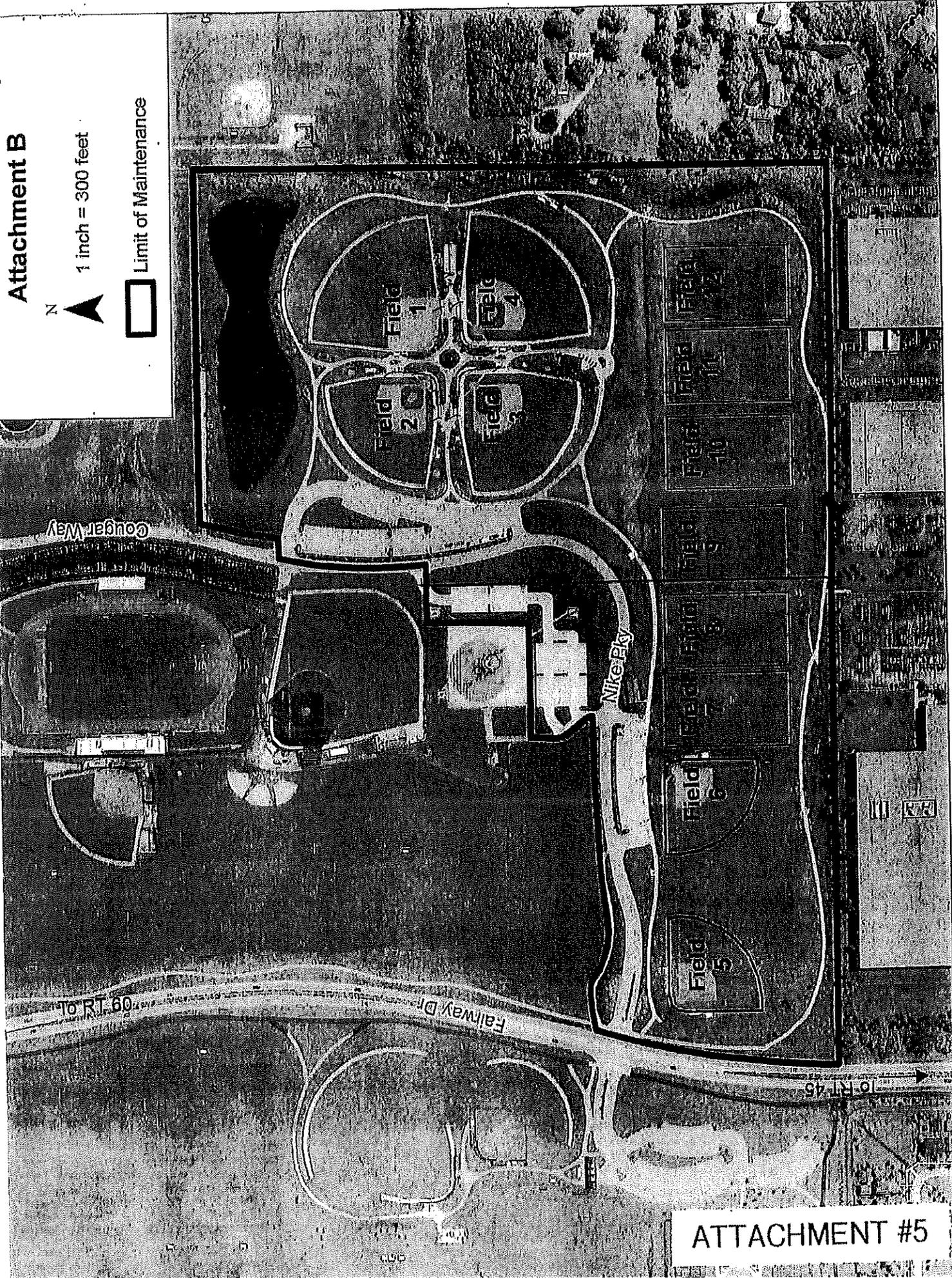
ATTESTED TO:

By: Wanda Taylor
Its: Secretary

Attachment B

N
1 inch = 300 feet

Limit of Maintenance



ATTACHMENT #5