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Cook County Recorder of Deeds
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COOK COUNTY, ILLINOIS RECORDING COVER SHEET

FOR

LEASE OF 30 WEST MADISON STREET PROPERTY
PURSUANT TO REDEVELOPMENT AGREEMENT BETWEEN
BUSHWOOD, LLC AND THE VILLAGE OF MAYWOOD, COOK
COUNTY, ILLINOIS IN REGARD TO MADISON STREET/5TH
AVENUE TAX INCREMENT FINANCING REDEVELOPMENT
AREA

P.I.N.'S: 15-14-203-011 & 15-14-203-013

ADDRESS: 30 WEST MADISON, MAYWOOD, COOK
COUNTY, ILLINOIS

After recording return to: RECORDER'S BOX 324 [MAM]

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**LEASE OF 30 WEST MADISON STREET PROPERTY
PURSUANT TO REDEVELOPMENT AGREEMENT BETWEEN BUSHWOOD, LLC
AND THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS IN REGARD TO
MADISON STREET/5TH AVENUE TAX INCREMENT FINANCING REDEVELOPMENT AREA**

DATE OF LEASE	TERM OF LEASE		
	BEGINNING	ENDING	ANNUAL RENT
January <u>21</u> , 2003	January <u>21</u> , 2003	November 30, 2017	See Section #1
LOCATION OF PREMISES: Real Property commonly known as 30 West Madison Street, Maywood, Illinois and legally described in EXHIBIT "A" of the Redevelopment Agreement, a copy of which is attached hereto as EXHIBIT "1" (the "Premises").			
PURPOSES: Redevelopment and operation of the Premises as a golf driving range facility ("Range/Facility") with a retail golf apparel and merchandise store per the terms of the Redevelopment Agreement.			

LESSEE

Name: Bushwood, LLC
 Address: 3105 King Alford Court
 St. Charles, Illinois 60174
 Contact: Mr. Richard L. Hanson, Jr.
 Mr. Craig E. Hanson

LESSOR

Name: Village of Maywood, Illinois
 Address: 40 West Madison Street
 Maywood, Illinois 60153
 Contact: Mr. Dennis R. Sparks
 Village Manager

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

1. **RENT:** Lessee shall pay Lessor as rent for the use and occupancy of the Premises fixed rent during the Term of this Lease or until terminated, without notice or demand, and without deduction or set-off of any kind, as follows: \$10,000.00 per annum, payable on a monthly basis in 1/12th installments ("Rent"), at Lessor's address stated above or such other address as Lessor may designate in writing. Lessee agrees to pay Rent in advance to Lessor on or before the first day of each and every month. The first month's Rent shall be paid upon the execution of this Lease.

A. **Security Deposit:** Upon the execution of this Lease, Lessee agrees to deposit with Lessor the sum of \$10,000.00 to be held as a Security Deposit to secure the performance of each and every covenant of this Lease. On termination of this Lease and full payment of all amounts due and performance of all of Lessee's covenants and agreements, the Security Deposit shall be returned to Lessee, subject to any withholdings to cure any defaults. The Lessor shall be entitled to retain any interest earned on the Security Deposit and is not obligated to pay such accrued interest to the Lessee.

B. **Interest On Late Payments:** Each and every installment of Rent and additional amounts herein specified which shall not be paid **WITHIN 10 DAYS OF ITS DUE DATE** shall bear interest at the rate of eighteen percent (18%) per annum from the date when the same is payable under the terms of this Lease until the same shall be paid. Failure to make two consecutive Rent payments shall be considered a default under the terms of this Lease and the Redevelopment Agreement.

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C. **Option Term:** In the event the Lessee exercises its option to lease the Premises for an additional 10-year period under Section II.F. of the Redevelopment Agreement, the parties shall execute a Lease Extension and the Rent for the OPTION LEASE TERM (as defined in the Redevelopment Agreement) shall be calculated in accordance with the rent escalator formula set forth in Section II.F. of the Redevelopment Agreement.

2. **PAYMENT OF REAL ESTATE TAXES:** Although the Premises will remain listed as exempt real estate owned by the Lessor, in accordance with 35 ILCS 200/15-60(c)(i), the leasehold interest acquired by the Lessee shall be subject to real estate property taxes pursuant to 35 ILCS 200/9-195, as amended. During and throughout the term hereof and in addition to the Rent above specified, Lessee shall be obligated to pay all of the "Taxes" applicable to the Premises with payments of same being made directly to each taxing agency. As used herein, "Taxes" means the aggregate amount of all real estate taxes (including special assessments, special service areas and other like government taxes), and any governmental impositions which may be imposed in lieu of ad valorem taxes, which Lessor shall pay or become obligated to pay in connection with the Premises. Lessee shall have the right to contest the assessment or levy of Taxes. In the alternative, if Lessee fails to pay any Taxes in a timely manner, the Lessor, at its option, may pay said Taxes and charge the Lessee the amount of the Taxes paid plus all fees and expenses incurred by Lessor, including all attorney's fees and costs, as well as an administration fee of not less than \$750.00. Failure to pay said Taxes shall be considered a default and shall be grounds for termination of the Lease and the Redevelopment Agreement.

3. **PAYMENT OF ALL OTHER TAXES:** Lessee shall be responsible for and shall pay before delinquent all federal, state, county and municipal taxes coming due during or after the term of this Lease against Lessee's leasehold interest in this Lease or against personal property of any kind owned or placed in, upon or about the Premises by Lessee.

4. **WATER, GAS AND ELECTRIC CHARGES:** Lessee shall pay, in addition to the Rent above specified, all utility, water, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this Lease is granted. Failure to pay said utility bills shall be considered a default and shall be grounds for termination of the Lease and the Redevelopment Agreement.

5. **INSURANCE; PAYMENT OF PREMIUMS:** In addition to the Rent above specified, Lessee shall pay on a timely basis all of the premiums for the insurance coverage required by this Lease and the Redevelopment Agreement. Lessee agrees to maintain, during the life of this Lease and the Redevelopment Agreement, at its expense, the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:

- A. Comprehensive General Liability - \$1,000,000.00 per occurrence.
- B. Auto Liability - Combined Single Limit Amount of \$2,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of the Redevelopment Agreement.
- C. Workers Compensation - Statutory.
- D. Employer's Liability \$500,000.00.
- E. Umbrella Coverage - \$3,000,000.00.

Lessee agrees to comply with any and all recommendations of any insurance company or companies concerning changes in Lessee's manner of use of the Premises which will avoid invalidating or increasing the premium cost of any policy of insurance carried on for the Range/Facility or any structure thereon written by such company or companies. Lessee shall comply with each of the terms and conditions of the Redevelopment Agreement relative to insurance coverage for the Premises. Any loss or lapse in coverage, shall be considered an immediate termination of the Lease and the Redevelopment Agreement.

6. **FIRE OR CASUALTY LOSS:** Lessee shall carry fire and extended coverage insurance insuring its interest in Lessee's improvements on the Premises and its interest in its furniture, inventory, equipment and supplies, and Lessee shall waive any rights of action against Lessor for loss or damage covered by such insurance, and the policy shall permit such waiver. In the event of fire or insured casualty, the Lease and all obligations of Lessee thereunder shall remain in full force and effect, and Lessee shall rebuild or restore the Premises to their condition immediately preceding the date of casualty. The obligation of Lessee to restore or rebuild the Range/Facility or any structure on the Premises following a fire or casualty is conditioned upon

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receipt of the insurance proceeds covering the loss. Lessee shall be obligated to pay for any repairs or restoration of property damage not covered due to any deductible unless caused by the negligence of the Lessor, its agents or employees. If Lessee has permitted lapse or caused the invalidation of such insurance policy, Lessee shall be obligated to rebuild and restore the improvements on the Premises at its own expense. If the period for restoration is projected to exceed 180 days, as determined by the contractor retained by the Lessee to perform the restoration work, then the Lessee may cancel the Lease without receiving any compensation from the Lessor, provided that the damaged structures, improvements and all debris be removed by Lessee, at its cost. During the period of restoration, Lessee shall pay the Rent due under the Lease to Lessor.

A. Extra Fire Hazard: There shall not be allowed, kept or used on the Premises any inflammable or explosive liquids or materials, except such liquids or materials as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable federal, state, county or local regulations and laws and the regulations of the Board of Underwriters now or hereafter in force.

7. RECREATION TAX: In addition to payments of Rent and real estate taxes, state and local retail occupation or service taxes and other taxes, licenses and fees customarily collected from businesses located in the Village of Maywood, the Lessee agrees to pay a "Recreation Tax" that applies to all sales, rentals and other income generated by the Range/Facility which are not subject to any state or local retailers occupation or service taxes. The Lessee shall pay the Recreation Tax to the Lessor on an annual basis by January 30th of each subsequent year [e.g., the Recreation Tax for year 2002 (if any) shall be paid by January 30, 2003]. The Recreation Tax shall be set at a rate of 1.5% of all gross revenue generated on all sales, rentals or other income derived from the activities arising out of the operation of the Range/Facility which are not subject to any state or local retailers occupation or service taxes. The Recreation Tax shall remain fixed for the first 5 years of the INITIAL LEASE TERM and thereafter the Tax (using 1.5% as the base rate) may be increased in years 6 and 11 by the Lessor, upon written notification by the Lessor to the Lessee at least 60 days prior to the start of years 6 and 11 during the INITIAL LEASE TERM by up to the percentage increase of the Consumer Price Index (All Urban Consumers - Chicago/12 months percentage change rate) during the year preceding the increase adjustment. For example, if the increase in the applicable CPI rate in year 5 is 2.0%, then the maximum rate of the Recreation Tax for years 6 through 10 shall be 1.53% (1.5% x 2.0% + 1.5% = 1.53%). The Lessor shall not adopt any other business tax relating to the operation of the Range/Facility during the term of the Lease or the Redevelopment Agreement that is payable solely or primarily by Lessee or Lessee's customers, unless required by state law or the tax or fee charged or imposed is legally and uniformly assessed against all members of the same class of taxpayers.

[Example: Total annual golf ball rentals for year 2003 = \$400,000.00.

The Recreation Tax payable to the Lessor for year 2003 = \$400,000.00 x 1.5% = \$6,000.00.]

Section II.G. (Recreation Tax) of the Redevelopment Agreement shall control the terms of the Recreation Tax for the OPTION LEASE TERM.

A. Administration and Collection of the Recreation Tax: The Lessee shall be subject to the Local Government Taxpayers' Bill of Rights Act (50 ILCS 45/1 et seq.), as amended, and all audit procedures and turn-over of document requirements set forth in said Act shall apply to the Lessee with respect to the payment of any money under this Lease or the Redevelopment Agreement. Specifically, the Lessee agrees to provide the Village Finance Director, or any auditor of the Lessor, with full access to its books and records, tax returns and schedules, contracts and agreements, and other documents relating to the construction or the operation of the Range/Facility upon request within a 10-day period to ensure compliance with the terms of this Agreement and the Lease. Copies of any documents or records of the Lessor shall be treated, to the fullest extent provided under law (including the Freedom of Information Act), as confidential, personal information and exempt from disclosure to the public.

8. CONDITION AND UPKEEP OF PREMISES: Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this Lease that are not herein expressed. The Lessee is taking possession of the Premises in "AS-IS, WHERE-IS" condition and in accordance with the terms of the Redevelopment Agreement. Lessee, at its cost, will keep the Premises, including all improvements that it makes to the Premises and any existing appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will repair or replace all damaged netting, all plumbing fixtures with others of equal quality, and will keep the Premises, including

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all sidewalks, driveways, parking lots, landscaping, grass, and infrastructure improvements that serve the Premises in a good working order and in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this Lease at Lessee's expense, and will remove the snow and ice from the sidewalks and driveways located on the Premises; and upon the termination of this Lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said Rent. Lessee is liable for all damage caused by the operation of the Range/Facility including damage caused by golf balls hitting any buildings, vehicles or persons. Lessee will collect all golf balls that travel beyond the Premises, and shall collect balls that travel into the Des Plaines River at least three times per year. Lessee, at its own expense, will keep all improvements in compliance with all federal, state, county and Village regulations, laws and ordinances applicable thereto, and keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair.

A. Storage of Garbage, Waste, Etc.: Lessee agrees to store all waste, scrap, garbage, etc., in enclosed metal containers and agrees not to permit any non-operating motor vehicles, non-golf-related vehicles or other non-golf-related equipment to be stored on the Premises. Waste containers are to be stored within the building or within a solid fenced enclosure that screens the waste containers from public view constructed at a location on the Premises, as approved by the Village Engineer. The waste containers within the fenced enclosure shall be maintained in an orderly and sightly manner. Lessee agrees to pay the cost for its garbage and waste refuse removal.

9. LESSEE NOT TO MISUSE, SUBLET; ASSIGNMENT: Lessee will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the Lessor or disturb the neighborhood or public, and will not permit the same to remain vacant or unoccupied for more than ten (10) consecutive days (except due to inclement weather); and will not allow any temporary or permanent signs, cards or placards of any kind to be posted (other than the Village-approved signage for the Premises), or placed thereon, nor permit any alteration of or addition to any part of the Premises, except as authorized by the Redevelopment Agreement or otherwise as approved by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the Redevelopment Agreement or the consent aforesaid.

Lessor represents that the permitted use of the Premises as described in this Lease shall not cause an increase in the rate of Lessor's insurance, so long as Lessee complies with all laws, ordinances, rules and regulations of governmental authorities now and hereafter in effect. Lessor agrees that if Lessee's future use or occupancy of the Premises results in an increase in Lessor's insurance premiums, that Lessor will so notify Lessee, and Lessee shall have the option of either (1) discontinuing the use which results in the increased premium, or (2) paying the total increase of Lessor's insurance premium to the extent that such increase was caused by Lessee's use or occupancy of the Premises. Lessee shall have no right to assign, sublet or transfer this Lease or any interest herein pursuant to Section IX.H of the Redevelopment Agreement. Lessee will not allow the Premises to be occupied in whole, or in part, by any other person, without the Lessor's prior written consent, which consent may be withheld in the sole discretion of the Lessor.

10. MECHANIC'S LIEN: Lessee shall promptly pay all contractors, mechanics and materialmen, and not permit or suffer any lien to be filed against or attach to the Premises or any part thereof. If any mechanic's, materialman's or other similar lien shall at any time be filed against or attach to the Premises or any part thereof on account of any materials furnished or claimed to have been furnished, or on account of any work, labor or services performed or claimed to have been performed, for or at the direction of Lessee, Lessee shall, at its sole cost and expense, promptly cause the same to be discharged of record by payment, bond, order of court or otherwise. In the event Lessee fails to discharge or insure over such lien within thirty (30) days of written notice by Lessor, Lessor shall have the further right, without notice to Lessee, to cause the removal of any such lien (but Lessor shall have no obligation to do so) and to collect upon demand from Lessee all of Lessor's costs and expenses, including, without limitation, attorney's fees and expenses, for removing same. Failure to timely pay or satisfy a lien, once it has been established by a court of final jurisdiction as being valid and enforceable, shall be grounds for terminating the Lease.

11. INDEMNITY FOR ACCIDENTS: Lessee agrees that it will protect and save and keep the Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents, forever harmless and indemnified against and from any claims, causes of action, penalties, damages or charges of any kind imposed for any violation of any laws or ordinances relating to or arising out of the operation of Lessee's business on the Premises, whether occasioned by the actions or omissions of Lessee or those persons using the Premises, and that Lessee will at all

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times protect, indemnify and save and keep harmless the Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents, against and from any and all losses, costs, damages or expenses of any kind, arising out of or from any actions or omissions or any accident or other occurrence on or about the Premises relating to or arising out of the operation of Lessee's business on the Premises, causing injury or death to any person or damage to property. Lessee shall also protect, indemnify and save and keep harmless the Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents, against and from any and all such claims, causes of action, charges and against and from any and all penalties, losses, costs, damages or expenses arising out of any failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease or of the Redevelopment Agreement, except if caused by the act, omission or fault of the Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents. To the extent the terms of the Redevelopment Agreement provide for more comprehensive indemnification and hold harmless protection for the Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents, the provisions of the Redevelopment Agreement shall control over the terms set forth above.

- A. Waiver of Claims:** Lessee waives all claims it has or may have in the future against Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents, for losses or damages sustained by Lessee arising out of any accident, injury or death occurring on or within the Premises or as a consequence of any activities performed on the Premises resulting directly or indirectly from any act, actions or omissions of customers, patrons or invitees of Lessee or the operation of the Range/Facility, except if caused by the negligence of the Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents.
- 12. NON-LIABILITY OF LESSOR:** Lessor shall not be liable for any damages of any kind occasioned by its failure to keep the Premises in repair, or for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage, or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon or for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, or for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property, except due to the fault or neglect of Lessor.
- 13. ACCESS TO PREMISES:** Lessee will allow Lessor reasonable access to the Premises with reasonable prior notice and during normal working hours, provided that such access shall be conducted in a manner as not to unreasonably interfere or disrupt the business activities of Lessee or interfere with Lessee's quiet enjoyment of the Premises, for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make. In emergency situations, no prior notice shall be required, but the Lessor shall endeavor to provide prompt notice to the Lessee of the emergency events that require immediate access to the Premises.
- 14. QUIET ENJOYMENT:** So long as Lessee is in possession of the Premises, and is not in default beyond any applicable cure period provided for herein, Lessor agrees that Lessee may peacefully and quietly enjoy the Premises without disturbance or hindrance by any person holding under or claiming through the Lessor.
- 15. ACTIVITIES AND HOURS OF OPERATION:** The Lessee shall operate only a golf driving Range/Facility and retail food and merchandise store, which shall be open to the public, on the Premises. Hours of operation shall be not earlier than 7:00 a.m. and not later than 10:00 p.m. Monday through Thursday and not later than 11:00 p.m. on Friday through Sunday. Lessee shall not use or convert the Premises, or any portion thereof, for any non-golf-related purposes or activities. Lessee shall use its best efforts to establish and maintain the following community programs throughout the entire term of the Lease:
- A.** Free use of the driving range by the Proviso East High School golf teams.
 - B.** Free introductory golf lessons for Maywood children through the Maywood Park District, the Boys and Girls Club, and local summer camps.
 - C.** Lessee shall attempt to hire Maywood residents as employees and work with the Lessor to publicize and recruit Maywood residents to fill such positions.

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1 IN THE VILLAGE OF MAYWOOD SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, IL, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, IL, ON 4/11/86, AS DOC. #3507304;

AND,

LOT 3 IN VILLAGE OF MAYWOOD SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;

PINs: 15-14-203-011;-013.

[LEGAL DESCRIPTION
TO BE CONFIRMED BY SURVEYOR]

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16. **CONTRACTS AND SERVICE AGREEMENTS:** The Lessee shall not permit any management, service, equipment, supply, maintenance, concession or other agreements relating to the Premises or the Range/Facility to be binding on the Lessor in the event that this Lease or the Agreement is terminated.
17. **NO LIENS, MORTGAGES OR OTHER ENCUMBRANCES:** The Lessee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests or other encumbrances to attach to or to be filed against title to the Premises. The Lessee shall not use the Lease or its leasehold interest as security or collateral for any financing of any kind nor shall the Premises, Lease or leasehold interest be pledged or collateralized for purposes of securing any debt, loan, note, mortgage or contract. The Lessee shall indemnify and hold harmless the Lessor and its Premises from any such lien, encumbrance or claim therefor and from any and all cost or expense incurred in connection with any such lien, encumbrance or claim, including attorney's fees and expenses incurred with removing, settling or contesting such lien, encumbrance or claim. Failure to comply with this provision shall constitute a default.
18. **ABANDONMENT AND RELETTING:** If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein or any of the provisions of the Redevelopment Agreement, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the Rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this Lease.
19. **HOLDING OVER:** In the event Lessee does not execute a Lease Extension for the OPTION LEASE TERM as set forth in Section II.F. of the Redevelopment Agreement, Lessee shall, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Lessor and, failing so to do, shall pay as liquidated damages, for the whole time such possession is withheld, the sum of **\$10,000.00 PER MONTH FOR THE PERIOD OF TIME OF HOLDOVER**; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said Rent or any part thereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein or in the Redevelopment Agreement.
20. **NO RENT DEDUCTION OR SET OFF:** Lessee's covenant to pay Rent is and shall be independent of each and every other covenant of this Lease and the Redevelopment Agreement. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from Rent nor set off against any claim for Rent in any action.
21. **RENT AFTER NOTICE OR SUIT:** It is further agreed, by the parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, said suit or said judgment.
22. **PAYMENT OF COSTS:** Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and provisions of this Lease and the Redevelopment Agreement.
23. **RIGHTS CUMULATIVE:** The rights and remedies of Lessor under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor 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 by Lessor waive any other right or remedy.
24. **REMEDIES NOT EXCLUSIVE:** The obligation of Lessee to pay the Rent required during the balance of the term of this Lease shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any Rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

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25. **ACCORD AND SATISFACTION:** Lessor shall be entitled to accept, receive and cash or deposit any payment made by Lessee for any reason or purpose or in any amount whatsoever, and apply the same at Lessor's option to any obligation of Lessee and the same shall not constitute payment of any amount owed except that to which Lessor has applied the same. No endorsement or statement on any check or letter of Lessee shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such checks or payments shall not prejudice Lessor's right to recover any and all amounts owed by Lessee under this Lease and Lessor's right to pursue any other available remedy.
26. **ESTOPPEL CERTIFICATES:** At any time and from time to time, Lessee agrees, upon request in writing from Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications) the dates to which the Rent and other charges have been paid, and any other factual data relating to this Lease or the Premises which Lessor may request.
27. **ENVIRONMENTAL MATTERS:** The Lessee shall not use, generate, transport, store, dispose of or release any hazardous substance, material, contaminant or pollutant, as defined by the any federal or state environmental laws ("Hazardous Materials"), in, under, on or about the Premises. The Lessee, at its costs, shall remediate any hazardous substance, contaminant or pollution or other dangerous environmental condition that it (or its employees, agents or contractors) creates or causes with respect to the Premises, in accordance with all federal, state, county and local applicable laws and regulations. The term "Hazardous Materials" in addition shall include any substance, material or waste which is or becomes regulated by any local governmental authority, the State of Illinois or the United States government, including, but not limited to, any material or substance which is: (a) petroleum or a petroleum-based substance; (b) asbestos; (c) polychlorinated biphenyls; (d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 3121) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1371); (e) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6901); or (g) subject to regulations as a hazardous chemical substance pursuant to Section 6 of the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (15 U.S.C. Section 2605). The Lessee shall indemnify and hold the Lessor, and its agents, harmless against any claim, suit, loss, liability or damage, including attorney's fees and expenses incurred by the Lessor, and its agents, in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any hazardous substance, material, contaminant or pollutant in, under, on or about the Premises, by the Lessee. Lessee shall notify Lessor of any chemicals that might be needed to facilitate Lessee's business. The Lessee agrees that it is taking possession of the Premises in "AS-IS, WHERE-IS" condition and that it shall comply with each of the environmental, indemnification, defense and hold harmless covenants and agreements set forth in the Redevelopment Agreement, which are incorporated herein by reference and made a part hereof.
28. **COUNTERCLAIM:** If Lessor commences any proceedings for non-payment of Rent or other sums due hereunder, Lessee will not interpose any voluntary counterclaim relating to such matters in such proceedings. This shall not, however, be construed as a waiver of Lessee's right to assert such claims in a separate action brought by Lessee. The covenants to pay rent and other amounts hereunder are independent covenants and Lessee shall have no right to hold back, offset or fail to pay any such amounts by reason of default by Lessor or for any other reason whatsoever.
29. **WAIVER OF TRIAL BY JURY AND RIGHTS OF REDEMPTION:** To the extent permitted by law, Lessee waives any and all right to a trial by jury and rights of redemption granted by or under any present or future laws if Lessee is evicted or dispossessed for any cause, or if Lessor obtains possession of the Premises due to Lessee's default under this Lease or otherwise.
30. **CONDEMNATION:** If all or any part of the Premises is condemned, then either Lessor or Lessee may terminate this Lease by giving written notice of termination within thirty (30) days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. Condemnation shall be defined to mean the time when a condemnation or eminent domain proceeding is actually filed in a court of competent jurisdiction. In the event that a portion of the Premises, but not all, is taken by condemnation, the remaining Premises must be reasonably suitable for Lessee, without further modification to the Premises, as determined by the Village Engineer, to continue its usual and customary business activities from the Premises. If not, Lessor or Lessee shall have the right to terminate the Lease. If this Lease so terminates, Rent and any other payments due under this Lease shall be paid through and apportioned as of the date of such

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condemnation. If the Lease is not terminated, the Lease shall remain in full force and effect. Subject to the Lessor's exclusive right to receive just compensation for taking of the fee, Lessee may pursue its own claim against the condemning authority for compensatory damages and moving expenses resulting from the condemnation of its leasehold interest. From any condemnation award, Lessor shall receive monetary compensation in an amount equal to the Rent due for the unexpired term of the Lease, if the Lease is terminated as a consequence of the condemnation. The foregoing right of termination shall not apply with respect to any condemnation for street improvements or widening, or for public utility easements.

31. TERMINATION OF LEASE WITHOUT CAUSE OR SALE OF PREMISES BY LESSOR: In the event of the termination of the Lease without cause or for the sale of the Premises by Lessor, Lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale, except for Lessor's financial obligations relative to Lessee as set forth in Section II.F.5 of the Redevelopment Agreement.

32. SUBMISSION FOR EXAMINATION: Submission of this instrument for examination does not constitute a reservation or option for the Premises. This Lease becomes effective as a Lease only upon Lessee's execution and delivery thereof to Lessor and approval by the corporate authorities of the Village of Maywood and execution by Village President and Clerk.

33. SURRENDER OF PREMISES: Subject to the provisions of Section II.F.5 of the Redevelopment Agreement, upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Lessee's right to possession of the Premises, Lessee will at once surrender and deliver up the Premises, together with all improvements thereon, to Lessor in good condition free from grease, oil and residue and in good repair, reasonable wear and tear excepted. The entire Premises shall be returned to Lessor free and clear of all rubbish and debris, and broom clean. Nothing contained in this paragraph shall limit the right of Lessor to receive liquidated damages as set forth in Section 19 (Holding Over) of this Lease.

34. SIGNS AND AUCTIONS: Lessee shall not place any temporary or permanent signs on the Premises without Lessor's prior written consent, which consent may be withheld in its sole discretion. Lessee shall not conduct or permit any auctions or sheriff's sale on the Premises or common areas, if any, as the case may apply.

35. MODIFICATIONS TO PREMISES AND STRUCTURES: Lessee shall not make any replacement, alteration, improvement or addition to or removal from the Premises (hereinafter "alteration") without prior written consent of Lessor, which consent may be withheld in its sole discretion. In the event Lessee proposes to make any alteration, Lessee shall, prior to commencing such alteration, submit to Lessor for prior written approval: (i) detailed plans and specifications; (ii) including the names, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Lessor, naming Lessor and any other parties designated by Lessor as additional insureds, and (v) all other documents and information as Lessor may reasonably request in connection with such alteration. Neither approval of the plans and specifications nor supervision of the alteration by Lessor shall constitute a representation or warranty by Lessor as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Lessee shall pay the entire cost of any alteration. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by Lessor and shall meet or exceed the standards for construction and quality of materials established by Lessor for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws and any requirements.

36. DEFAULT:

A. General: In the event of a failure by either party to fulfill any of its obligations under this Lease or the Redevelopment Agreement, or in the event of a material breach of any representation or warranty of either party under this Lease or the Redevelopment Agreement, which failure or breach continues after a notice and a demand for cure and a 30-day period for cure has passed or within such reasonable time period after notice of the default if either party initiates and actively pursues good faith remedial action to cure the default within the initial 30-day cure period, such party shall be in default, and the non-defaulting party may seek any available and appropriate remedy at law or in equity, including without limitation

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declaratory and injunctive relief, mandamus, specific performance and rescission, in addition to remedies available under the Lease. In the event of any litigation to enforce the provisions of this Lease or the Redevelopment Agreement, the prevailing party in such litigation shall be entitled to recover its costs of litigation, including reasonable attorney's fees and costs.

- B. Events of Default:** Each of the following shall constitute an event of default by Lessee under this Lease:
- (1) Lessee fails to pay any installment of Rent, Taxes, Recreation Tax, Insurance Payments or payments pursuant to any Section hereunder, or fails to replenish Security Deposit to its highest previous balance within 30 days after Lessor requests replenishment.
 - (2) Lessee causes or permits a dangerous or hazardous condition to exist in the Premises or a condition that jeopardizes Lessee's or Lessor's insurance coverage, and fails to remedy such condition immediately after notice to Lessee.
 - (3) Lessee fails to observe or perform any other covenant or provision of this Lease to be observed or performed by Lessee and fails to cure such failure within 30 days after written notice to Lessee.
 - (4) The interest of Lessee in the Lease is levied upon under execution or other legal process.
 - (5) A petition is filed by or against Lessee to declare Lessee bankrupt or seeking a plan of reorganization or arrangement under any Chapter of the Bankruptcy Code (as now or hereafter amended) and, if filed against Lessee, such petition is not rescinded, or the bankruptcy proceeding is not dismissed, within 45 days after such filing.
 - (6) A receiver is appointed for Lessee or for Lessee's property.
 - (7) The voluntary or involuntary dissolution of Lessee.
 - (8) Lessee abandons or vacates the Premises, or discontinues to operate the Range/Facility.
 - (9) Lessee breaches any representation, covenant, warranty or statutory obligations with respect to Hazardous Materials or environmental laws as provided in the Redevelopment Agreement.

C. Lessor's Specific Remedies: Upon the occurrence of an event of default by Lessee under this Lease after the cure period has expired, Lessor, at its option, with notice as hereinabove provided to Lessee may, in addition to all other rights and remedies provided in this Lease, in the Redevelopment Agreement, or available to Lessor at law or in equity: terminate this Lease (and the Redevelopment Agreement) and Lessee's right to possession of the Premises and recover all damages to which Lessor is entitled under law. Lessor's damages shall specifically include, without limitation, (1) all reasonable expenses of reletting (including attorney's fees, marketing costs and brokerage commissions), plus (2) the present value of the amount by which all Rent reserved under this Lease for the balance of the term exceeds the fair market rental value of the Premises for the balance of the term (allowing for a reasonable period of exposure on the open market before realization of such fair market rental value). Notwithstanding any language elsewhere in the Lease to the contrary, Rent and other payments hereunder to be paid to Lessor by the Lessee during the term hereof shall continue to be paid as they become due and payable under the terms of this Lease. In the event of termination of this Lease by Lessor, said obligation shall remain due and payable as payments of damages in monthly installments as they would have become due under the terms of this Lease, but for such termination or default. In no event shall Lessor be obligated to pay Lessee any amounts nor shall Lessee be entitled to any credits by reason of the application of such present value formula.

37. TERMINATION: The Lessor reserves for itself the power to terminate this Lease at any time, even if the Lessee is not in default thereunder, upon 90 days written notice to the Lessee, but only in the event the Premises is to be used for a non-golf related use. In the event the Lessor terminates the Lease, the Lessee shall be compensated, subject, however, to the terms and conditions set forth in Section IX(Q) of the Redevelopment Agreement, for the improvements made to the Premises

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and for the anticipated net profits of Lessee pursuant to Section II.F.5. of the Redevelopment Agreement. In the event the LESSOR terminates the Lease pursuant to the Redevelopment Agreement or the Lease terms, the LESSEE shall deliver possession of the PREMISES to LESSOR in the condition that the PREMISES is customarily in for its use as a golf driving range and training facility, except that the LESSEE, at its expense, may remove only personal property from the PREMISES prior to delivery of possession, but shall not remove any improvements, fixtures, equipment or other property that relates to or is used for the operation of the Range/Facility. Under Subsection II.F.5(b) above, if any fixtures, equipment, property and other improvements that relate to the Range/Facility are removed by the LESSEE, then the present day value of those items shall be excluded from the financial reimbursement calculations above and the LESSOR shall not be obligated to reimburse the LESSEE for the value of such items. In any other event, at the time the LESSEE delivers possession of the PREMISES to the LESSOR, the LESSEE, at its costs, shall if requested by the LESSOR remove all structures or improvements from the PREMISES, including the building, support poles, netting and lights.

A. Termination of Lease Without Cause or Sale of Premises by Lessor: In the event of the termination of the Lease without cause or the sale of the Premises by Lessor, Lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale, except for Lessor's financial obligations relative to Lessee as set forth in Section II.F.5 of the Redevelopment Agreement.

38. RELATIONSHIP OF PARTIES: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, and neither the method of computation of Rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Lessor and Lessee.

39. REDEVELOPMENT AGREEMENT: Each of the terms and provisions of the Redevelopment Agreement shall be incorporated by reference into this Lease, and any default under any term or provision of the Redevelopment Agreement shall constitute a default under this Lease. In the event of any conflict or inconsistency between any term or provision contained in both this Lease and the Redevelopment Agreement, the Redevelopment Agreement shall control the agreement and obligations of the parties. In the event Lessee is in default under any term or provision of this Lease or the Redevelopment Agreement, and provided the Lessee does not cure the default within 30 days of receipt of written notice of the default or within such reasonable time period after notice of the default if the Lessee initiates and actively pursues good faith remedial action to cure the default within the initial 30-day cure period, the Lessor may terminate the Lease and/or Lessee's right to possession of the Premises without paying any compensation, damages or penalties to the Lessee in accordance with the Redevelopment Agreement.

40. FINANCIAL RESOURCES: The Lessee has the financial resources at its disposal necessary to undertake and fulfill all of the obligations and duties set forth under this Lease and the Redevelopment Agreement, including without limitation the operation of the Range/Facility and to provide the indemnification of the Lessor and its Agents and Affiliates as provided for in this Lease and the Redevelopment Agreement. As a condition of executing the Lease and to ensure the performance of all of its obligations and covenants required under the Redevelopment Agreement and the Lease, the DEVELOPER shall provide to the VILLAGE a letter of credit, as required by Section 5(O) of the Redevelopment Agreement.

41. NOTICES: All notices to or demands upon Lessor and Lessee desired or required to be given under any of the provisions hereof shall be in writing and served by either certified mail, return receipt requested, or by personal delivery at the following addresses listed for the parties at page 1 above or as otherwise directed by the parties in writing.

42. CAPTIONS: The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining, limiting or construing in any way the scope or intent of the provisions hereof.

43. COVENANTS BINDING ON SUCCESSORS: All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties to this Lease, and wherever in this Lease reference is made to either of the parties hereto,

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it shall be held to include and apply to successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

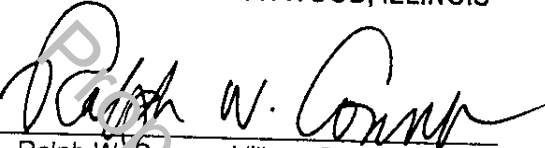
- 44. ENTIRE AGREEMENT; AMENDMENTS MUST BE IN WRITING:** This Lease, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire agreement and understanding between the parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Lease. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by the other party. In the event of a conflict or inconsistency between any term or provision contained in both this Lease and the Redevelopment Agreement, the Redevelopment Agreement shall control the agreement and obligations of the parties.
- 45. APPLICABLE LAW; VENUE:** The parties agree that for purposes of any lawsuit(s) between them concerning the subject matter of this Lease, and all questions of construction, interpretation and enforcement hereof, all such controversies shall be governed by the statutory and common law of the State of Illinois; venue shall be in the Circuit Court of Cook County, Illinois, and the parties consent to the jurisdiction of said Court for any such proceedings or action.
- 46. PLURALS:** 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. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee, and to male or female, shall in all instances be assumed as though in each fully expressed.
- 47. 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.
- 48. AUTHORITY:** This Lease shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each party. Each of the signatories to this Lease are the duly authorized representatives of their respective corporate entity and each such person has signed this Lease pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the Lessor's case, at an open public meeting) that authorized and directed the representatives to sign this Lease.
- 49. NO INDIVIDUAL OR PERSONAL LIABILITY:** Notwithstanding any other statement in this Agreement, the parties agree that the representations in the Redevelopment Agreement and the Lease are made on behalf of the Village, and the Mayor and Board of Trustees are not making such representations personally, are not parties to the Redevelopment Agreement or the Lease and shall incur no personal liability in conjunction with the Redevelopment Agreement or the Lease.
- 50. FILING OF LEASE:** The Lessor shall file a fully executed certified copy of this Lease with the Cook County Assessor's Office and may record a copy of the Lease against title to the Premises by filing it with the Cook County Recorder of Deeds.
- 51. EXHIBITS:** True and correct copies of the below-listed Exhibits are attached hereto and made a part of this Lease or shall be incorporated herein after their approval and execution by the parties:
- A. EXHIBIT "1" - Redevelopment Agreement
 - B. EXHIBIT "2" - Ordinance No. 02-____ (Approving the Redevelopment Agreement)
- 52. PAGES:** This Lease consists of 13 pages numbered 1 to 13, plus Exhibit "1" and Exhibit "2."

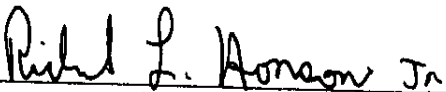
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IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date of Lease stated above.

LESSOR: VILLAGE OF MAYWOOD, ILLINOIS

LESSEE: BUSHWOOD, LLC

By: 
Ralph W. Conner, Village President

By: 
Its President

Date: 1-21-03

Date: 1-21-03

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GUARANTY

On this 21 day of January, 2003, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantors hereby guarantee the payment of Rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

By: Richard L. Hanson Jr.
Richard L. Hanson, Jr.

Date: 1-21-03

By: Craig E. Hanson
Craig E. Hanson

Date: 1-21-03

By: Raffella Hanson
Raffella Hanson

Date: 1-21-03

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EXHIBIT "1"

Redevelopment Agreement

**THIS EXHIBIT HAS NOT BEEN ATTACHED FOR PURPOSES OF RECORDING. A
COPY OF THIS EXHIBIT IS ON FILE WITH THE VILLAGE OF MAYWOOD
DEPARTMENT OF COMMUNITY DEVELOPMENT**

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EXHIBIT "2"

Ordinance No. CO-02-19

(Approving the Redevelopment Agreement)

**THIS EXHIBIT HAS NOT BEEN ATTACHED FOR PURPOSES OF RECORDING. A
COPY OF THIS EXHIBIT IS ON FILE WITH THE VILLAGE OF MAYWOOD
DEPARTMENT OF COMMUNITY DEVELOPMENT**

Property of Cook County Clerk's Office