

91199717

Lease No. DTFA14-90-L-R1053
ASR
Chicago Midway, Illinois

DEPT OF REVENUE 121.00
TELEPHONE 312-206-3000
121.00
PROPERTY INDEX NUMBERS
PROPERTY IDENTIFIED

LEASE

Between

State Bank of Countryside Trust Number 87-227
State Bank of Countryside
6724 Joliet Road
Countryside, Illinois 60525

and

THE UNITED STATES OF AMERICA

This Lease, made and entered into this 1st day of May in the year one thousand nine hundred and ninety, by and between State Bank of Countryside Trust Number 87-227, whose address is State Bank of Countryside, 6424 Joliet Road, Countryside IL 60525, for its successors, and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. For the term beginning July 1, 1989 and ending September 30, 1989, the Lessor hereby leases to the Government the following described property, hereinafter called the premises, viz:

Parcel 1. The South 290 feet of the West 223.09 feet of the E 1/2, W 1/2, NE 1/4, SW 1/4 of Section 8, Township 36 North, Range 13 East of the Third Principle Meridian, Cook County, Illinois Containing 1.49 acres.

Parcel 2. The West 50 feet of the E 1/2, W 1/2, NE 1/4, SW 1/4 of said Section 8 except the South 290 feet thereof, containing 1.2 acres, more or less.

This lease supercedes Lease No. DOT-FA70CE-5818 Which expired by limitation on June 30, 1989.

PROPERTY INDEX NUMBERS

28	08	38	1			
A	SA	BLK	PCL	UNIT		

S.P.

ORIGINAL

Handwritten signature/initials

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a. Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and right-of-way for subsurface power, communications and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.

b. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of air navigation and telecommunications facilities.

c. And the right to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; PROVIDED that no renewal shall extend this lease beyond the 30th day of September 1994, AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

3. The Government shall pay the Lessor rental for the premises in the amount of One Thousand, Seven Hundred, Fifty and No/100 Dollars (\$1,750.00) for the term set forth in Article 1 above, and Seven Thousand and No/100 Dollars (\$7,000.00) per Year for each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each Government Fiscal Year without the submission of invoices or vouchers.

4. The Government may terminate this lease, in whole or in part, at any time by giving at least 30 days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

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5. The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor by written notice at least 90 days before the date of expiration or termination requests restoration of the premises, the Government its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraphs 1.(a), 1.(b), and 1.(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted); or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of Clause 6 of this lease.

6. (a) This lease is subject to the Contract Disputes Act of 1978 (Public Law 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.

(c) (i) As used here, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of lease terms, or other relief, arising under or relating to this lease.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Lessor shall be subject to decision by the Contracting Officer.

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(d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the having overall responsibility for the conduct of the Lessor's affairs.

(e) For Lessor claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.

(h) Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a Government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at 10 percent (10%) per annum on the basis of a 365- or 366-day year, whichever applies.

(i) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

7. No Member of Congress or Resident Commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom.

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8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, brokerage, percentage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability, or in its discretion to deduct from amounts otherwise due under this lease or other consideration, the full amount of such commission, brokerage, percentage, or contingent fee.

9. This lease is subject to the Prompt Payment Act (Public Law 97-177 and The Prompt Payment Act Amendments of 1988 Public Law 100-496) and Office of Management and Budget Circular A-125 as follows:

Payment Due Date (Lessor)

(A) Payment under this lease will be made in arrears. Payment will be due on the tenth workday of the month immediately following the end of the lease period for which payment is being made.

(B) The date of the check issued in payment shall be considered to be the date payment is made.

10. All notices sent to the parties under the lease shall be addressed as follows:

To the Lessor: State Bank of Countryside
Trust Number 87-237
State Bank of Countryside
6724 Joliet Road
Countryside, Illinois 60525
Attention: Tom Boyle

To the Government: Department of Transportation
Federal Aviation Administration
Real Estate Branch, AGL-56
2300 East Devon Avenue
Des Plaines, Illinois 60018

11. The Lessor warrants that it has acquired and possesses an adequate real estate right in the real property described herein, and that it is authorized to grant the real estate rights to the United States as set forth herein.

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12. The Lessor shall have the use of the Government's access road for passenger car and pedestrian traffic. The Lessor shall also have the right to install a fence approximately five feet east of the west line of the Government's right of way after submitting a written request for approval to the Government which approval will not be unreasonably withheld. In the event that the Lessor shall lease or sell its property adjacent to the Government's leased premises, each lessee or purchaser shall have the right to use the Government's access road which is located on Parcel 2 described herein and shall share in the cost of maintaining said road, providing, however, that if the Lessor shall sub-divide and file an official plat of its adjoining property, the 50 foot wide Parcel 2 may be included as part of the 66 foot width of right-of-way required for street purposes and upon such dedication of the new street the Government shall be relieved from payment of rent for said Parcel 2.

13. The Lessor agrees not to erect nor allow to be erected on its adjoining property any structure or structures greater in height than 40 feet, nor to erect nor allow to be erected any obstruction of whatsoever kind or nature as will interfere with the operation of the facilities to be installed by the Government under the terms of this lease unless consent thereto shall first be secured from the Government in writing.

14. In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1945, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

15. This lease is subject to the Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act).

(A) The act prohibits any person from

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

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(3) Including directly or indirectly, the amount of kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(B) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (A) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (A) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (A) of this clause.

(4) Regardless of the contract tier at which a kickback was provided, accepted, or charged under the contract in violation of paragraph (A) of this clause, the Contracting Officer may:

(i) Offset the amount of the kickback against any monies owed by the United States under this contract and/or

(ii) direct that the Contractor withhold from sums owed the subcontractor, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (B) (4) (ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (B) (4) (i) of this clause. In the latter case, the Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (B) (5), in all subcontracts under this contract.

(C) Definitions:

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a subcontract relating to a prime contract.

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"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime Contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor Employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person other than the prime contractor, who offers to furnish or furnishes any supplies materials, equipment or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor Employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

GALLIC EVENTS CLUB, INC.

As the holder of a mortgage dated _____ recorded in volume _____, pages _____, against the above-described premises, the undersigned hereby consents to the foregoing lease and agrees that, if while the lease is in force the mortgage is foreclosed, the foreclosure shall not void the lease.

BY: _____ (Lessor)
_____ (Lessor)
John Lynch _____ (Lessor)
_____ (Witness)
_____ (Witness)

THE UNITED STATES OF AMERICA

_____ (Mortgagee)
By: _____
Darrel J. Shepack
Title Real Estate Contracting Officer

PROPERTY OF Cook County Clerk's Office

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CORPORATE CERTIFICATE

I, John Barrett, certify that I am the Secretary of the corporation named in the attached agreement; that John Lynch who signed said agreement on behalf of the corporation was then President of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)

(SEAL)

John Barrett

NOTARY ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF COOK) SS

On this 8 day of Aug., 1990, before me appeared

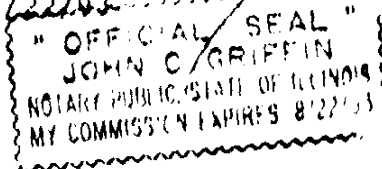
John Lynch & John Barrett, to me personally known, who, being by me duly sworn, or affirmed, did say that he is the President & Secretary (Title)

of the Gaelic Events Club, Inc. (Corporation)

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors (or trustees) and said _____ acknowledge said instrument to be the free act and deed of said corporation.

John C. Griffin
Notary Public

My Commission expires 8/22/93



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