

This Lease is Exempt under Subsection (b)  
**City of Carlinville**  
By: \_\_\_\_\_

## City of Carlinville Lake Lease

Revised 12/15/22

This agreement made by and between the CITY OF CARLINVILLE, ILLINOIS, hereinafter referred to as *LESSOR* and \_\_\_\_\_ and \_\_\_\_\_, hereinafter referred to as *LESSEE*, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, Lessor desires to lease the following described real estate (hereinafter referred to as premises): **PROPERTY ID #:** \_\_\_\_\_

<b>SUBDIVISION</b> _____ <b>LOT</b> _____
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The premise covered by this lease does not include any buildings or improvements located on the above-described real estate.

THEREFORE, It Is Mutually Agreed as Follows:

1. Lessor shall lease to Lessee the above premises for a term beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.
2. During the term of this lease, Lessee shall pay to Lessor an annual rent in advance. The annual rental period shall be from February 1 to January 31 of the following year. The annual rent for the lease shall be **(ONE THOUSAND TWO HUNDRED DOLLARS) \$1200.00** per lot leased herein except as noted hereafter. If the first year's annual rent payment is for a period of less than one (1) year, it shall be pro-rated based upon the portion of a year covered by such

payment. The first annual rent payment shall be due on the signing of this agreement, and subsequent annual rent payments shall be due on February 1 of each ensuing year during the term of the lease. The Lessor may increase the annual rent for each succeeding year during the term of the lease to an amount no greater than 1.05 times the amount of the annual rent for a full year for the immediately preceding lease year. The time of each and every payment of rent is of the essence of the lease. In the event that the annual payment for leased lot is not received by February 1<sup>st</sup>, there shall be a late fee of **\$10** per day for maximum of 30 days, upon which lease will terminate.

3. Lessee has examined and knows the condition of the premises, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, prior to or at the execution of this lease, that are not herein contained. Lessee understands that this lease does not include any buildings or improvements or personal property on the above-described real estate. It is understood that Lessor shall not be required to construct, repair, maintain or snowplow the lanes and roadways leading from Carlinville Lake Road to the leased premises.
4. Except as otherwise provided by agreement, the Lessee shall only construct, maintain, use and occupy **one private single-family dwelling structure** on the premises. **No other buildings, structures, permanent or temporary, will be permitted on the premises.**
5. If Lessee owns any structure on the premises, then he/she shall remove the same within thirty (30) days of the termination of this Lease Agreement. Failure to so remove said structure and any other property on the premises will result in lessee being responsible for any and all costs associated with removal of all improvements, structures, trash and debris on leased property.

The lake lots do not fall under Carlinville's Zoning Code, but all new construction, additions, docks, walkways, decks and fencing must be approved by the city. Before beginning the construction of any dwelling or other type of permanent improvement, or an addition or modification to any existing improvement on the leased premises, plans thereof, including all

- appurtenances
- plumbing
- sewage disposal
- electrical and mechanical systems
- and the location on the leased premises

shall first be submitted to and approved in writing by the City and any structure built without such written approval shall be removed or altered by the Lessee so as to comply with the City's requirements, and upon the failure of the Lessee to do at the City's request, the City may cause the same to be removed or altered

and the amount of expense so incurred shall be paid by the Lessee to the City on demand. Any approved construction, additions, improvements and alterations must be completed within **one year** of the date of approval. Such dwelling structure shall be and remain the property of the Lessee, with the right to remove the same, after the payment of all accrued rent and the performance of other obligations herein on his/her part, leaving the premises in as good condition as the same was prior to construction. Except as otherwise provided by agreement, no part of the premises shall be used at any time during the term of this lease by the Lessee for the purpose of carrying on any business, profession or trade of any kind or for any purpose other than a private single-family use. The premises shall not be used for the sale, manufacture or storage of intoxicating liquor. **Lessee shall comply with all applicable laws and ordinances now in effect or hereinafter enacted.**

6. All approved construction, additions, improvements and alterations must be made using new material or approved building materials.
7. No mobile homes will be allowed to be sold and lease transferred to another individual, and therefore removed from lot once current lease is terminated and not renewed.
8. Lessor makes no warranties, expressed or implied, as to the habitability or condition of the premises. Lessor makes no representations or warranties concerning the lawfulness or suitability of the sanitary system and sewage system, which is presently located on the premises.
9. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any license to use the premises or any part thereof.
10. Lessee will pay before the same becomes delinquent, all taxes and assessments, which become due and owing on the leased premises, buildings or improvements thereon during the term of the lease. Lessee will also be responsible for providing proof of payment to the County Treasurer for any processing/transfer fees whenever a lease is transferred to another individual and will provide documentation that all taxes are current prior to any lease transfer or renewal.
11. Lessee shall be responsible for arranging and paying for all utility services required on the premises. **Shut off of water due to nonpayment is a violation of this lease.**
12. Lessee, at Lessee's expense, will keep the premises in good repair. Upon the termination of this lease, in any way, Lessee will yield up the premises to Lessor, in good condition and repair. If Lessee fails to yield up immediately possession of the premises on termination of this lease, Lessee shall pay Lessor

the sum of **twenty (\$20.00) dollars** for each day Lessee continues to occupy the premises.

13. Lessee will not permit any mechanic's liens or other liens to be placed upon the premises or any building or improvements thereon during the term hereof, and in case of the filing of any such lien, Lessee will pay it promptly. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to Lessee, the Lessor shall have the right and privilege, at Lessor's option, of paying the same or any portion thereof, with inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereafter due from Lessee to Lessor, and shall be repaid to Lessor immediately upon rendition of bill thereof.
14. Lessor, Lessor's agent, and any other person authorized by the same shall at any time have the right of free access during the term to inspect, repair, alter, or exhibit the premises. Lessee shall pay Lessor **one hundred dollars (\$100.00)** liquidated damages for each interference with the right set forth in this paragraph.
15. This lease shall not terminate if the premises becomes uninhabitable by reason of fire, explosion or other casualty.

**16. GENERAL REGULATIONS. LESSEE SHALL:**

- A. Keep all of the leased premises in sanitary condition, decent, neat and free from noxious weeds, trash, garbage and debris, and shall maintain all improvements thereon attractive in appearance and in good repair.  
**Written Notice/Fine:** First offence will be a written notice given to lessee either hand delivered or by US Mail. If violation is not fully corrected or rectified within 7 (seven) days, a fine will be issued and will be \$50 (fifty). Lessee shall have 7 (seven) days to make corrective actions. If no correction is made after fine, lessor will have voided the lease.
- B. Install, use and maintain in sanitary condition such toilet, sewage, garbage, ash, and refuse facilities for the storage, treatment or disposal of solid or liquid waste as may be approved or required by the City, the State Department of Public Health or other public authority in charge of sanitation and public health. Lessee at lessee's expense shall provide a statement of inspection that the sanitary system is operational, meets all current county or state regulations and in working order for any lease renewal or lease transfer, by a state licensed sanitary contractor. Receipt or letter of inspection must state when the unit was inspected and how long the system is operational or includes the next recommended inspection date. Those with holding tanks will provide a receipt for pumping from a licensed

contractor and the next recommended pumping date. The next inspection date or pump date must coincide with your lease agreement. Lessee will make immediate repairs as deemed necessary as a result of said inspection, and pay for interim pumping. Whenever sewer connections are made available to the leased premises and it is ordered by the City that connections are made therewith, the Lessee will connect with such sewer, all water closets, sinks and drains on the leased premises in the manner approved by the City. No gray water discharge is allowed at any time.

- C. Lessee shall be allowed to store one boat and trailer on the leased premises. No outside refrigerators or appliances of any kind are permitted on leased premises. No camping trailers other than the approved primary residence are permitted on the lease premises. No vehicles or all-terrain vehicles will be allowed on any grass, dirt or vegetated area on any city owned property including on and around the lake. **All-Terrain Vehicle Definition- a small open motor vehicle with one or two seats and three or more wheels fitted with large tires, designed for use on rough ground.** This excludes a commercially built lawn mower for the purposes of mowing and yard work only.

A medical waiver can be requested for use of a commercially built golf cart or other motorized or battery operated medical transport device. This request must have supporting documentation from a licensed physician to assist in verifying the request and need. The city will have final decision making authority for the request. (Appendix A- Medical Waiver)

- D. Care for and protect from injury all shade and ornamental trees, shrubbery and sod, and shall not remove, trim or permit the removal or trimming of any tree more than three inches in diameter without the consent of the City, nor permit any of the premises to be denuded of vegetation or to be cultivated in such a manner as to cause or permit soil erosion. Any tree approved by the city for removal, will be done at lessors expense.
- E. No one under sixteen (16) years of age shall be permitted to operate a motorized vehicle of any type.
- F. No beaches will be allowed to be constructed on/at any leased lots. Current beaches are grandfathered in, but additional sand cannot be added.
- G. Any boat docks/docks/walkways constructed, must be constructed using aluminum, steel, galvanized steel or treks type material. All docks must be on a floatation system, with encapsulated foam. No docks will be painted. All new docks must be approved.
- H. All leases and transfers will be valid/approved for a five (5) year term.

- I. Comply with all rules, regulations and ordinances of the City relating to the premises and to said lake and surrounding lands and will not permit any violation thereof by any member of his/her family, guests, or any other person permitted access thereto by the Lessee, his/her family or guests, and the Lessee will not do, use or permit on or near the premises anything in violation of any state, federal or municipal law or the regulation or requirement of any public authority nor cause or permit any objectionable noise or odor to be emitted from the premises; nor permit on the premises any domestic livestock, poultry, or noisy or dangerous dog; nor use or permit the premises to be used for any immoral or illegal purposes; nor do or permit anything to be done or remain on the premises or in/on said lake in any way tending to pollute the waters thereof or to create a nuisance or disturb the peace or quiet of the neighborhood or to harass any subject (another) with hostile or prejudicial remarks or actions; pressure or intimidation or irritate, torment persistently any occupant of neighboring property.
  - J. All Lessees will be required to provide the City of Carlinville proof of insurance on all structures annually.
- 17. In the event that Lessee breaches this lease by failing to make any of the payments or to perform any of the agreements as required herein, it shall be lawful for Lessor, at any time thereafter, at Lessor's election, to declare said term ended and re-enter the premises or any part thereof, with or without process of law, and remove Lessee and any other person occupying the same without prejudice to any remedies which might otherwise be used for arrearages in rent or other breaches of this lease.
  - 18. If Lessor's right of re-entry is exercised following eviction and/or abandonment of the premises by Lessee, then Lessor may consider any property belonging to Lessee left on the premises to have been abandoned, in which case, the same shall become the property of Lessor and Lessor may dispose of all such property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so to the fullest extent permitted by law.
  - 19. The Lessees shall be jointly and severally liable for all obligations of this lease.
  - 20. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor in enforcing the covenants and agreements herein contained in this lease.
  - 21. To the fullest extent permitted by law, Lessee agrees to indemnify and hold the Lessor harmless (including reasonable attorney's fees) from any and all claims, demands, causes of action, liability, damages and fines of whatever nature, arising out of or in any manner connected with any act or omission of Lessee regarding the aforesaid premises and contents.

22. Wherein this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be considered as if feminine, neuter pronouns or words indicating the plural number had been used where the context indicates the propriety of such use. Wherein this instrument, rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees or representatives of such persons.
23. In the event that any court of competent jurisdiction holds any provisions or portions thereof of this agreement unenforceable or invalid, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.
24. All notices may be served on the parties at the address following their signatures. The mailing of the notices to such parties at such addresses, with postage properly prepaid, shall be sufficient service.
25. This lease shall be binding upon and inure to the benefit of the parties hereto their heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF**, the undersigned have signed this Lease on the above date. Lessee has read, understands and agrees to all items listed in this lease agreement.

**LESSOR:**

CITY OF CARLINVILLE, ILLINOIS

BY: \_\_\_\_\_

MAYOR OF THE CITY OF  
CARLINVILLE, ILLINOIS  
550 N. Broad St.  
Carlinville, IL 62626

Date: \_\_\_\_\_

LAKE COMMITTEE

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LESSEE:**

\_\_\_\_\_  
NAME (signature)

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DRIVERS LICENSE #

