

LAKE LOT LEASE

This indenture, made this 26th day of April 2021 between the City of Pana, Illinois hereinafter called "lessor" Richard F Jr & Lisa M. Meile 602 Madison Street, O'Fallon, IL 62269, ph 618-691-9854 hereinafter called "LESSEE"

WITNESSETH:

1. **DESCRIPTION AND TERMS:** Lessor does hereby lease unto Lessee a plot of ground situated on the land now owned by the City adjacent to the Reservoir of the said City, in Sections 24 and 25, Township 11 North, Range 1 East of the 3rd P.M., Christian County, Illinois; or Section 19 and 30, Township 11 North Range 2 East of the 3rd P.M., Shelby County, Illinois and described as Lot No. A-15 said plot of ground shall not be more than 6,000 Square Feet shall be at least 25 feet back of the high-water line of the lake, and shall be staked off by the Water Committee and marked with permanent markers. Lessee shall be required to place a marker on his lot, displaying the number of said lot as set forth above.

This lease shall be automatically renewed for a year to year term on identical terms and conditions unless either party elects not to renew this lease and gives written notice of the election not to renew to the other party at least 30 days prior to the termination date of this lease.

No lease shall be granted to any Lessee for more than one lot, excepting that any Lessee who has leased more than one lot during the year ending December 31, 1970, shall be entitled to renew said Leases for more than one lot for successive years until such time as said Lessee or his assignee, approved as hereinafter provided, shall fail to renew same, or until this Ordinance is amended; and thereafter, this prohibition against a Lessee leasing more than one lot shall apply to said lots on which said Leases are not renewed.

2. **RENTAL:** Lessee agrees to pay as rent for the said premises the sum of \$350.00 dollars upon the execution and delivery of this Lease, and a like sum on or before the 10th day of January of each succeeding year during the term of this Lease, payable in advance. In the event the rent is not paid by the **10th day of January**, the rent for the ensuing year will be **DOUBLED**. In the event the rental is not paid by **February 1**, this Lease shall be automatically **TERMINATED** for failure to pay rent. The rent for this Lease may be increased by Ordinance by the City Council of the City of Pana, Illinois.

3. **BUILDINGS:** Lessee may erect on said premises a building or buildings. Before the beginning of the erection of any such building, Lessee shall submit to the Water Committee of the City Council of Lessor, hereinafter called "Committee", complete plans and specifications of the building proposed to be erected, and shall not begin his building until such plans are approved by either a majority of said Committee or City Council of Lessor, provided, however, that no building or construction shall begin or be made, upon said premises without their having been first secured a proper zoning permit pursuant to the Zoning Ordinance of Christian County or Shelby County, Illinois.

4. **COVENANTS:** Lessee covenants to keep the leased premises in a clean and sanitary condition and to not dispose of or scatter any garbage or refuse on any adjacent passageways, roads, or premises, and will not erect or install any outside privy, and that in the use of said premises, will not do, cause to be done, or permit to be done, on said premises, or on any of the premises of Lessor, anything that will pollute the water of said Reservoir or which would be a violation of the laws of the State of Illinois or the Ordinances of the City of Pana, now in force or which may hereafter be enacted. Lessee further covenants to not cut any timber on said premises or other lands of the City except such as is necessary to provide room for the buildings on said premises and passage or roadway to the same, and to not cut that timber until the cutting is first approved by a majority of Committee or City Council, nor will Lessee

City Council; and Committee or Lake Police are to have right of reasonable inspection of the premises at any time.

5. **TAXES:** Lessee agrees to pay any and all real estate and/or personal property taxes which may be levied against Lessee for the year 1974 or for any year thereafter, with regard to the buildings and improvements and any other property located on the leased premises by any governmental body, and the failure by Lessee to pay same when same are due and payable shall be a breach of this Lease.

6. **EROSION:** Lessee shall control erosion of the grounds, leased hereunder to the satisfaction of the Committee or the City Council, as the case may be. Erosion control shall be by riprapping, sowing and cultivation of grass, terracing or such other methods as are necessary to control erosion.

7. **SUBLEASE:** No Lessee may sublet, assign or transfer this Lease without first securing the approval of a majority of Committee or City Council.

8. **PUBLIC ACCESS:** The public shall not be prohibited or prevented from access to or the use of the 25 feet portion surrounding the Reservoir from the high-water line aforesaid, for the purpose of recreation only.

9. **LIEN:** The Lessor shall have a lien on all buildings and other property on the said premises to secure the payment of all rent and damages to said premises or other of said grounds owned by the said Lessor.

10. **BREACH:** Upon any breach of these provisions of this Lease, the Lessor may cancel the said Lease and immediately take possession of said lease premises and the Lessee shall forfeit to the Lessor as damages all rents paid on said Lease.

11. **AUTHORITY:** This Lease is made under and by authority of an Ordinance of the City of Pana, authorizing the leasing of lots adjacent to the City Reservoir and is subject to all of the provisions of said Ordinances either written in this lease or otherwise, and is executed by the Mayor and the City Clerk, under the seal of the said City, but shall not be in force and in effect until the lease is countersigned by a majority of Committee, or until City Council passes a special resolution authorizing the execution of this particular Lease.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

CITY OF PANA, ILLINOIS, Lessor

By: *Donald Kosh*
Mayor

ATTEST:

[Signature]
City Clerk

APPROVED:

Steve [Signature]

WATER COMMITTEE

Lisa M. Meile
Lisa M. Meile POA
LESSEE
[Signature]
Notary

