

RESOLUTION 2013-154

**A RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT
BETWEEN THE VILLAGE OF VERNON HILLS AND
LOYOLA UNIVERSITY CHICAGO, CUNEO MANSION & GARDENS
FOR THE ANNUAL HOLIDAY LIGHT SHOW - 2013**

WHEREAS, the grounds of the Cuneo Museum & Gardens provide a magnificent backdrop for the holiday light festival sponsored by the Village of Vernon Hills and its cultural partners; and

WHEREAS, the Winter Wonderland Holiday Light Show is northern Illinois' largest drive-through holiday light festival; and

WHEREAS, any proposed site development would not start construction prior to 2014; and

WHEREAS, the Village of Vernon Hills and Loyola University Chicago, Cuneo Mansion & Gardens desire to enter into a lease agreement for the annual Holiday Light Show.

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

THAT, the President is authorized to execute a lease agreement dated this 27th day of August between the Village of Vernon Hills and Loyola University Chicago, Cuneo Mansion & Gardens for the annual Holiday Light Show.

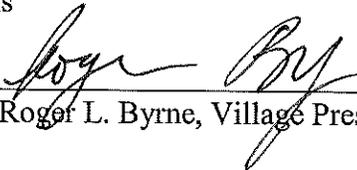
Dated this 17th Day of September, 2013

Adopted by roll call vote as follows:

AYES: 5 – Hebda, Koch, Marquardt, Schultz, Schwartz

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Williams

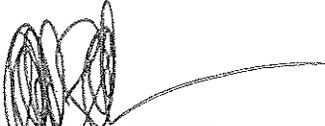


Roger L. Byrne, Village President

PASSED: 9/17/2013

APPROVED: 9/17/2013

ATTEST: 9/18/2013



Michael S. Allison, Village Clerk



LEASE AGREEMENT

This Lease Agreement made and entered into as of the 27th day of August, 2013, between Loyola University Chicago, Cuneo Mansion & Gardens ("Landlord") and the Village of Vernon Hills, an Illinois municipal corporation ("Tenant"), witnesseth that the parties hereto do hereby covenant and agree as hereinafter provided:

Recitals

A. Landlord owns a tract of approximately 88 acres within the Village of Vernon Hills, bounded by Milwaukee Avenue on the east, by the property of Amli Residential on the south, by Museum Boulevard and the Gregg's Landing Subdivision on the west, and by the EJ&E Railway on the north. The part of those lands which from time to time is not leased or sold to others or used for commercial purposes is hereinafter referred to as the "Grounds." Within the Grounds there exists a private roadway system. The portion of that private roadway system depicted on Exhibit A attached hereto and made a part hereof is hereinafter referred to as the "Light Show Route." The Light Show Route may be changed by agreement of Landlord and Tenant.

B. Tenant desires to conduct its annual Holiday Light Show (the "Light Show") upon the Light Show Route and the portions of the Grounds which are immediately adjacent thereto. Consistent with past practices, members of the public, in exchange for an admission fee, shall be entitled to drive their automobiles over the Light Show Route to view the exhibits and displays which make up the Light Show, but shall not be entitled to go upon any other part of the Grounds. Tenant shall be entitled to go upon the Light Show Route and such portions of the Grounds as are adjacent thereto (the "Premises") for the purpose of performing the work which it undertakes to perform hereunder and installing, maintaining and removing the exhibits, displays and ancillary equipment which constitute the Light Show. Except for its rights with respect to

the Premises, this Lease Agreement shall not confer upon Tenant any right to use or occupy any other portion of the Grounds. Without limitation, this Lease Agreement confers no rights upon Tenant or others with respect to the building structure which is known as The Cuneo Mansion or the outbuilding structures and facilities which are used in connection with the operation of said Mansion.

C. The "Light Show Year" means the period beginning on November 29, 2013 and ending, at on January 4, 2014.

Agreement

1. Landlord hereby leases the Premises to Tenant for purposes of conducting Tenant's Light Show during the Light Show Year which commences on November 29, 2013 and ends on January 4, 2014. The tenant also shall have a right to go upon the Premises during such period of time before and after the Light Show Year as may be necessary to install, maintain, replace or remove the exhibits and displays used in connection with that Light Show Year and to otherwise perform its obligations hereunder.

2. During the Light Show Year, the Light Show Route shall be open and available to members of the public only (a) upon payment of an admission fee in an amount of \$5/car on week nights (Monday – Thursday) and \$10/car on Fridays, Saturdays and Sundays during the hours of 6:00 p.m. through 10:00 p.m.

3. Immediately prior to the Light Show Year Landlord shall locate its ticket booth to a location along the Light Show Route approved by Tenant⁴. Tenant shall have the right, at no cost to Tenant, to store the displays, exhibits and equipment used in connection with the Light Show in trucks or trailers located in a location designated by Landlord within the Grounds.

5. Each of the parties hereto shall obtain at its own cost such insurance as it deems appropriate with respect to conduct of the Light Shows.

6. With respect to the Light Show Year, Tenant shall provide and pay for the following:

- (a) Such signage, decorations, displays and advertising as it may elect;
- (b) The various displays and exhibits which make up the Light Show and the costs incurred in setting up, taking down and storing same;
- (c) Such additional grading and gravel or equivalent materials which need to be added to the New Road from time to time so as to make it serviceable;
- (d) The removal of snow and ice from the Light Show Route as may be necessary;
- (e) Such security personnel and police or other traffic control personnel as may be required; and
- (f) Any other expenses incurred in producing the Light Show including the cost of electricity consumed to light the displays that the tenant set up except those to be incurred by Landlord pursuant to Paragraph 7 below.

7. With respect to each Light Show Year, Landlord shall provide and pay for the following:

- (a) The personnel needed to sell admissions, who shall be subject to such supervision and audit procedures as Tenant may elect to invoke at its expense; and

8. With respect to the Light Show Year, from the gross proceeds realized for that Light Show Year as a result of admission fees paid, thirty percent thereof shall be

paid to Landlord as rental hereunder, and the remaining seventy percent thereof shall be paid to Tenant.

9. Notices shall be in writing and shall be deemed properly served, either (a) when personally served; or (b) two business days after being deposited with the United States Postal Service, as registered or certified mail, return receipt requested, bearing adequate postage; or (c) one business day after being deposited with a reputable overnight express carrier (e.g. Federal Express, Express Mail) for next business day delivery with a request that the addressee sign a receipt evidencing delivery, and addressed as follows:

If to Landlord

Cuneo Mansion
1350 North Milwaukee Avenue
Vernon Hills, Illinois 60061
Attention: General Manager

If to Tenant

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

with a copy to

Schain, Burney, Banks, & Kenny Ltd.
70 W. Madison Street
Suite 4500
Chicago, Illinois 60602
Attention: Robert Kenny

or any other party or address furnished in writing by means of the foregoing. Any change of address furnished shall comply with the notice requirements of this paragraph and shall include a complete outline of all current addressees to be used for all parties.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first above written.

LOYOLA UNIVERSITY CHICAGO, CUNEO
MANSION & GARDENS ("Landlord")

By: Wayne Mack
Title: SA Vice President for Chicago
Mack

VILLAGE OF VERNON HILLS ("Tenant")

By: Boz By
Title: Village President

