

# **AGREEMENT FOR THE LEASE OF DIXON PARK DISTRICT LAND, FOR DIXON HIGH SCHOOL, BORDON FIELD, DIXON, ILLINOIS**

This Lease Agreement made and entered into this 16th day of April, 2025, by and between the **Dixon Park District**, hereinafter referred to as Landlord, and the **Dixon Public Schools**, hereinafter referred to as Tenant, WITNESSETH:

Landlord is the owner of the land and improvements commonly known as Bordon Field, in Dixon, Illinois, and described as follows:

The Dixon High School Baseball Field is located at 1101 Page Park Drive, Dixon, Illinois 61021.

The south boundary is the half way point between the batting cages and the first base fenceline of the high school field; the north boundary is the outfield fence, excluding the scoreboard location outside the north fence; the west boundary is Page Park Drive; the east boundary will be the left field foul pole of the Bronco Field.

## **ARTICLE I Terms of Lease**

Landlord hereby leases Bordon Field, Dixon High School Baseball Field as above described to the Tenant, and Tenant hereby leases Bordon Field, Dixon High School Baseball Field as above described from the Landlord, for the term of Five (5) years. Agreed upon this 16th day of April, 2025.

## **ARTICLE II Use**

The leased premises shall be used by the Tenant for the operation of the Dixon High School baseball program, for baseball games and practices. Neither party has the authority to grant usage without complete agreement from the other party. Scheduling of all usage is under the jurisdiction of the Dixon High School Baseball program.

Tenant shall have the exclusive right to sell food, soft drinks, and refreshments during the term of the lease agreement.

### **ARTICLE III**

#### **Rental Amount**

Tenant shall pay landlord rent in the sum of one-thousand (\$1,000.00) dollars with an increase of 3% a year. The payment is due and owing on the 15th day of February each year during the lease agreement. This term of this lease agreement ends on the \_\_31st\_\_ day of \_March\_\_, 2026, and does not cover the 2026 playing season.

### **ARTICLE IV**

#### **Sublet and Assignment**

Tenant agrees that it will not sublet or assign the leased premises, any portion of the leased premises, or any concessions at the leased premises without the Landlord's prior written consent.

### **ARTICLE V**

#### **Maintenance**

Tenant shall maintain any buildings, athletic facilities, and equipment on the leased premises and safe repair, and shall allow the Landlord to inspect such to insure that they are in safe and suitable condition.

Tenant is required to mow and trim all areas of the currently leased premises. Tenant shall be responsible for picking up and properly disposing of all litter. Tenant shall maintain the leased premises in a neat, tidy, and aesthetically appealing manner at all times during the term of the lease agreement.

### **ARTICLE VI**

#### **Repairs, Alterations, and Renovations**

Tenant shall notify the Landlord of any repairs, alterations, renovations, or construction work to be performed on the leased premises, and shall obtain written permission from the Landlord before undertaking any such project. All such repairs, alterations,

renovations, or construction work on the leased premises shall be at the Tenant's expense, unless otherwise agreed to by both parties. If the Landlord deems that repairs, alterations, renovations, or construction, need to be performed, not consistent with this agreement, as owner of the property, the Tenant shall not be responsible for those costs. If the Tenant is responsible for repairs, alterations, renovations, or construction, the Tenant shall obtain any required building permits and a copy must be provided to the Landlord prior to any work. Any damage caused by the Landlord's employees shall be the responsibility of the Landlord to repair.

## **ARTICLE VII**

### **Insurance**

Tenant (and any sub-lessee) shall each purchase, pay for, and maintain, comprehensive general liability insurance covering the leased premises, in an amount not less than \$2,000,000.00, and the Landlord shall be listed as an additional insured on the Tenant's policy or policies of insurance. Tenant shall maintain insurance coverage for items or equipment stored in the constructed buildings on the leased premises. Tenant shall provide the Landlord with current certificates of insurance evidencing Tenant's compliance with this paragraph. Landlord shall not be required to maintain insurance against thefts within the leased premises. If the leased premises are damaged by fire, or other casualty resulting from any act or negligence of the Tenant, or any of the Tenant's employees, agents, or invitees, rent shall not be diminished or abated while such damages are under repair, and the Tenant shall be solely responsible for the costs of repair not covered by insurance.

## **ARTICLE VIII**

### **Indemnification**

Landlord shall not be liable for Tenant for any damage to Tenant or Tenant's property, and Tenant waives all claims against Landlord for damage to persons, or property from any cause. Tenant shall hold Landlord harmless from any loss, damage, or expense resulting from damage or injury to any person, or property upon or about the leased premises. Notwithstanding anything in the foregoing to the contrary Tenant shall have no liability for any damage or injury to persons or property which may be caused by the gross negligence or willful misconduct of the Landlord.

## **ARTICLE IX**

### **Entry**

Landlord shall have the right to enter upon the leased premises at reasonable hours to inspect the same, provided that the Landlord shall not unreasonably interfere with Tenant's business on the leased premises.

## **ARTICLE X**

### **Parking**

During the terms of this lease agreement, Tenant shall have the non-exclusive use in common with the Landlord, users of Bordon Field, participants, guests, and invitees of the non-reserved common automobile parking areas, subject to the reasonable and mutually agreed upon rules and regulations if altered subsequent to this agreement, for the use thereof as prescribed from time to time by the Landlord. If an event dictates, the Tenant may use its leased property for parking which would not be considered a common parking area.

## **ARTICLE XI**

### **Default**

If default shall at any time be made by Tenant, in payment of rent when due to Landlord as herein provided, or if default shall be made in any of the other covenants or conditions to be kept, observed, and performed by Tenant, including those related to the concessions at the leased premises, and such default shall continue, Landlord may declare the term of this lease ended and terminated by giving the Tenant written notice of such intention, and if possession of the leased premises is not surrendered, Landlord may re-enter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to the Landlord, either in law or equity, on account of any default by Tenant. Prior to exercising any remedy pursuant to the Landlord shall send Tenant written notice of said default and the Tenant shall have 30 days from receipt of letter thereof in which to cure said default.

## **ARTICLE XII**

### **Compliance with Rules**

Tenant shall comply with the ordinances and rules of the Landlord initially set forth in this agreement. Tenant shall comply with reasonable adopted or modified rules subsequently agreed upon by both parties, made by the Landlord from time to time, and will cause all of its agents, employees, and invitees to do so. Tenant shall comply with

all local and state health laws, ordinances, rules, and regulations, and must display a current Lee County Health Department permit when required, at the leased premises, continuously during the use of the leased premises.

Tenant shall adhere to the Dixon Park District lightning policy: *All outdoor scheduled games, programs, and free-play events on Dixon Park District Property will immediately cease in the event of lightning, Program supervisors or designated persons are responsible for decision making in regard to cancellations. Life is to be the prime consideration in all decisions.*

Tenant shall adhere to the Dixon Park District Youth Policy: *It shall be the policy of the Dixon Park District to provide opportunities for all youth, regardless of race, sex, handicap, or abilities, to experience positive sports, and recreation activities through programs of the Dixon Park District.*

*The Dixon Park District, its coaches and supervisors:*

- *Will place the emotional and physical well-being of all youth first*
- *Will stress honesty and ethics in all situations*
- *Will treat each player as an individual*
- *Will provide a safe playing situation*
- *Will organize sports activities that are fun, challenging, and educational*
- *Will lead by example in demonstrating fair play*
- *Will provide an atmosphere free of alcohol, drugs, vulgar language, and tobacco*
- *Will involve youth in the decision-making process*
- *Will develop responsibility and self-reliance in all youth*

## **ARTICLE XIII**

### **Subordination**

Tenant accepts this lease subject and subordinate to any mortgage, deed, or trust, or other lien presently existing or hereafter arising upon the leased premises, or upon the leased premises, and to any renewals, refinancing, and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed, or trust, or other lien to this lease on such terms and subject to such conditions as such mortgage may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage deed of trust or other lien now existing or hereafter placed upon the leased premises, and tenant agrees upon demand to execute such further instruments subordinating this lease or attorning to the holder of any such liens as the Landlord may

request. In the event that Tenant shall fail to execute any instrument of the subordination herein required to be executed by the Tenant promptly as requested, Tenant hereby irrevocably constitutes the Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place, and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time, or upon request by the Landlord, execute and deliver to such persons as the Landlord shall request a statement in recordable form, 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 so modified), stating the dates to which rent and other charges payable under this lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such matters as Landlord shall reasonably require.

## **ARTICLE XIV**

### **Meetings**

A representative of the Tenant, and Sub-Lessee, shall attend the Landlord's Risk Management Meetings as required by the Landlord.

## **ARTICLE XV**

### **Notice**

Any notice required under this lease shall be deemed sufficiently given or served if sent by the United States certified mail, return receipt requested, addressed as follows:

If to the Landlord: Dixon Park District  
1312 Washington Avenue  
Dixon, Illinois 61021

If to the Tenant: Dixon Public School  
1335 Franklin Grove Rd  
Dixon, Illinois 61021

Landlord and Tenant shall each have the right from time to time, to change the place notice is to be given under this paragraph by written notice thereof to the other party.

## **ARTICLE XVI**

## Miscellaneous Provisions

**Waiver** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default, if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by the Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

**Headings** The headings used in this lease are for convenience of the parties, only, and shall not be considered in interpreting the meaning of the provisions of this lease.

**Successors** The provisions of this lease shall extend to, and be binding upon, the Landlord and Tenant and their respective legal representatives, successors, and assigns.

**Final Agreement** This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this amended lease agreement as of the day and year first above written.

**DIXON PARK DISTRICT**

**DIXON PUBLIC SCHOOLS**

By \_\_\_\_\_  
Rodney Frey, President

By \_\_\_\_\_  
Dixon Public Schools Representative

# ArcGIS WebMap



March 14, 2025

- |                          |         |                          |         |                          |   |                   |   |                  |   |      |      |         |
|--------------------------|---------|--------------------------|---------|--------------------------|---|-------------------|---|------------------|---|------|------|---------|
| Cadastral Layer          | —       | Political Corporate Line | - - - - | Subdivision Line         | — | Parcel Owner Hook | □ | Section Polygons | 0 | 0.01 | 0.03 | 0.05 mi |
| Geographic Township Line | - - - - | Road Centerline          | - - - - | Water Line               | ◆ | Address Points    | □ | Parcel Polygons  | 0 | 0.02 | 0.04 | 0.08 km |
| Lot Line                 | —       | Road ROW                 | —       | Parcel Hooks, Tics, Etc. | ▲ | Parcel Points     | — |                  |   |      |      |         |
| Parcel Line              | —       |                          |         | Parcel Dim Line          | — |                   |   |                  |   |      |      |         |

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ArcGIS WebApp Builder