



Property Committee Agenda
Room 400, Government Center
Thursday, August 5, 2010
3:45 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – July 1, 2010
June 15, 2010 Stand-Up
3. Departmental Matters:
 - A. Jack Moody, Director, Facilities Management
 - 1) Items to be Presented for Action:
 - a) Request Approval of a New Wave Net Corporation Antenna Lease 1-12
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - B. Mike Steffa, Director, Parks and Recreation Department
 - 1) Items to be Presented for Information:
 - a) General Report 13
 - b) Other
4. Other Business and Communications
5. Recommend Payment of Bills and Transfers, if any, to County Board
6. Adjournment



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. Terry Lindberg, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

Date: July 19, 2010

Subj: New Wave Net Corporation Antenna Lease

We have been approached by New Wave Net Corporation requesting permission to install and operate a communications antenna on top of the McLean County Health Department. The purpose of the antenna location and their request is for a maximum of two (2) possible antennas which will cable down to PAETEC, formerly McLeodUSA, an existing tenant located on the 5th floor of the building. This antenna is to assist PAETEC with their internet capability at this location. PAETEC has been a tenant in the building for many years and occupies a communications hub in the building for their business.

Attached, please find the proposed lease agreement for this new tenant. Ms. Hannah Eisner, First Assistance States Attorney, has reviewed the lease and finds it acceptable for this application.

Therefore, we request and recommend your kind approval.

Thank you.

JEM: enclosure

ANTENNA LEASE AGREEMENT

WHEREAS, the COUNTY of McLEAN, a body corporate and politic, (hereinafter referred to as "LANDLORD") whose principal offices are located at Government Center, 115 E. Washington Street, Bloomington, Illinois 61702-2400, and New Wave Net Corporation, 3278 N. 1600 E. Road, Heyworth, Illinois 61745, receiving business mail at P.O. Box 5284, Bloomington, Illinois 61702, (hereinafter referred to as "TENANT"), desire to enter into a Lease Agreement for the purpose of allowing tenant to install, operate and maintain an antenna and related communications equipment on the roof and in the stairwell of the McLean County Health Department, 200 W. Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING") for the purpose of providing a wireless Internet Reception and Transmission service , ,

NOW THEREFORE for and in consideration of the mutual covenants and promises contained herein the parties hereto agree as follows:

1. **Leased Premises:** LANDLORD hereby leases to TENANT and TENANT hereby rents from LANDLORD the following, which together constitute the leased premises:
 - a) Mutually acceptable location on the fascia of the penthouse located on the roof of the BUILDING to mount an antenna;
 - b) Mutually acceptable location in the top landing of the stairwell, including walls and ceilings, in the penthouse of the BUILDING to install communications equipment and UPS system to protect TENANT'S equipment;
 - c) Mutually acceptable space in the ceiling of the fifth floor hallway within the BUILDING extending form stairwell landing in the penthouse to and Suite 500 – H to place conduit for cabling
2. **Term:** The initial term of the Lease Agreement shall be for a period of five (5) years, commencing the 1st day of September, 2010, and terminating on the 31th day of August, 2015. TENANT has the option to extend the Term of the Lease Agreement for an additional three (3) years by written notification to LANDLORD not less than ninety (90) days prior to the termination of the initial term. Notification shall be by Certified mail to LANDLORD.
3. **Rent:** For the initial term of five (5) years, TENANT agrees to pay rent of U.S. Two Hundred Seventy Five dollars (\$275.00) per month to LANDLORD for each month of the initial term, to be due and payable to LANDLORD on the first day of each month. Should TENANT exercise its option to extend for an additional three-year term, rent for each month of the three-year term shall be U.S. Two Hundred Eighty Three dollars and 25 cents (\$283.25) per month.

All monthly rent payments shall be made payable to: **McLean County Treasurer**, and mailed to: McLean County Treasurer, Government Center, 115 E. Washington Street, Mezzanine Level, Bloomington, Illinois 61702-2400.

4. **Communications:** All notices and communications between the Parties shall be in writing at the addresses listed below:

If to LANDLORD:

Office of the County Administrator
Government Center – Room 401
115 E. Washington Street
Bloomington, Illinois 61702-2400
Phone: (309) 888-5110

With Copy to:

Director, Facilities Management
McLean County Law and Justice Center
104 W. Front Street – Room 101
P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192

If to TENANT:

Mr. Garth Nicholas
New Wave Net Corporation
P.O. Box 5284
Bloomington, Illinois 61702-5284
(309) 275-5557

5. **Tenant's Use and Operation:**

a. TENANT shall use the Leased Premises only for operating and maintaining antennas and related communications equipment. TENANT shall not use the Leased Premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. TENANT shall, during all terms of this Lease Agreement or any extensions thereof, continuously use the Leased Premises for the purposes stated herein.

b. TENANT shall comply with all laws concerning the Leased Premises or TENANT's use thereof.

6. **Antenna/Communications Equipment:** TENANT may install, operate, maintain and replace a maximum of two (2) antennas and related radio communications equipment on the penthouse roof and inside the stairwell of the BUILDING under the following conditions:

a. TENANT'S antenna and related communication equipment and cabling shall be installed using a mutually acceptable technique;

b. All of TENANT'S radio equipment shall be labeled with Tenant's name, call sign, transmitting frequency and location. TENANT frequency bands are 3.65 Ghz, 5 Ghz, 11 Ghz and 18 Ghz. Antennas and all related equipment shall be fully grounded in accordance with NFPA and nationally accepted electrical and communications codes for such equipment.

c.. TENANT'S equipment, its installation, operation and maintenance shall not interfere with the operation of LANDLORD'S radio equipment or the radio equipment of other tenants having antenna and radio operations on or in BUILDING or adjacent other buildings or buildings owned by or under the control of LANDLORD in the area surrounding BUILDING, which exists prior to such time as Tenant installs its antenna and related radio communications equipment. In the event TENANT causes any such interference, TENANT will promptly take all steps necessary to correct and eliminate same within a reasonable period of time. If TENANT is unable to eliminate the interference, TENANT agrees to remove such equipment from the Leased Premises. In the event LANDLORD or another Tenant's equipment which is installed subsequently to Tenant's installation causes interference with Tenant's equipment LANDLORD shall cause such interference to cease upon notice from Tenant.

7. **Utilities and Services:** LANDLORD agrees to provide and pay for electrical, services used or consumed by TENANT. TENANT understands and acknowledges that LANDLORD does not have the capacity to provide emergency electrical service for TENANT'S equipment and that TENANT shall be responsible for installing a UPS system to provide backup emergency power for its equipment. TENANT further agrees that LANDLORD will not be responsible for any direct or consequential damages, relating to or arising from a loss of power to TENANT'S equipment and releases LANDLORD for all such liability.

8. **Building Entry and Common Areas:** TENANT shall have access to leased premises within the BUILDING at all times and may enter the BUILDING at any time of the day or night for any purpose related to the uses permitted by this lease, including but not limited to monitoring, performing routine maintenance to or repair of TENANT'S equipment. TENANT shall be entitled to use of the areas designated from time to time by LANDLORD as "common areas" of BUILDING, and which are adjacent to or benefit the Leased Premises. Such common areas shall include the adjacent parking lot for TENANT services vehicles, the trash receptacle located in said parking lot, exterior sidewalks, entry lobby, common hallways and restrooms located in BUILDING. TENANT shall not interfere with or restrict the use of the common areas by other tenants or their patrons.

9. **General Maintenance and Repair:** LANDLORD shall perform general maintenance and repair of the structural portions of the Leased Premises and the exterior of Leased Premises. Notwithstanding the forgoing, LANDLORD shall not be responsible for the cost of repairs and maintenance caused by the intentional or unintentional acts or failure to act or negligence of the TENANT or TENANT's employees, agents, or invitees. TENANT shall keep and maintain the interior of the Leased Premises in good condition and repair, at its own expense. Further, TENANT shall remove all waste from the Leased Premises. TENANT is not permitted to display advertisings, posters, notices, or any company information viewable by the public or other

tenants anywhere inside the interior or exterior of building or grounds at any time. This includes all common areas.

10. **Alterations:** No alterations, additions, or improvement shall be made by TENANT in or to the Leased Premises without the express prior written consent of LANDLORD.

11. **Taxes:** TENANT shall pay all personal property taxes, as applicable, assessed against any personal property owned or leased by TENANT, including personal property taxes attributable to all improvements made by TENANT.

12. **Insurance and Indemnity:**

a. Covenants **to Hold Harmless:** LANDLORD shall be defended and held harmless by TENANT from any liability for damages to any person or any property of TENANT, and its employees and all persons in the premises at its or their invitations, or with their consent, but excluding liability for damages which may have been caused by acts or negligence of LANDLORD or its employees or agents. All property kept, stored, or maintained in the Leased Premises shall be kept, stored, or maintained at the risk of TENANT only. TENANT shall not suffer or give cause for the filling of any lien against the Leased Premises. Except in the event of LANDLORD's negligence LANDLORD shall not be liable for injury or damage to persons or property occurring in, on, or about the Leased Premises, nor for any such damage arising from acts or negligence of any occupants of adjacent or contiguous space or property.

b. **Fire and Casualty Insurance.** LANDLORD shall obtain and maintain a policy of fire and casualty insurance applicable to the Leased Premises and protecting LANDLORD against loss to the structure of the Premises. TENANT shall be responsible for obtaining a policy of fire and casualty insurance protecting TENANT against loss or damage of or to its furnishing, equipment and personal property in or on the premises.

c. **Added Risk:** TENANT shall be responsible for and pay any increase in fire and casualty insurance rates or premiums on the Leased Premises caused by TENANT. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from the TENANT's activities. TENANT's share of annual premiums for such insurance, as required by this paragraph, shall be paid by TENANT to LANDLORD with ten (10) days after TENANT's receipt of LANDLORD's written request for the same.

d. **Tenant's Obligation to Carry Commercial Liability Insurance:** TENANT shall, during the initial term or any subsequent additional terms thereof, keep in full force and effect a policy of commercial liability insurance with respect to the Leased Premises and the business operated by TENANT and/or any agent of TENANT in the Leased Premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries sustained to any person or persons arising out of a single act and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. LANDLORD shall be named as an additional insured in all policies of liability insurance maintained pursuant to this

provision. TENANT shall furnish LANDLORD a Certificate of Insurance, in a form acceptable to LANDLORD, as evidence that such insurance is in full force and effect during the tenancy of the Lease or any additional terms thereof. TENANT shall furnish LANDLORD additional certificates of TENANT's insurance within twenty (20) days of receipt of a written request by LANDLORD of such certificate.

e. **Waiver of Subrogation Rights Under Insurance Policies:** Notwithstanding anything to the contrary contained herein, the parties hereto release the other, and other tenants in the building, to the extent of each party's insurance coverage from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees, or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such times as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect the policy or the right of the insured to recover there under.

13. **Late Fee:** TENANT expressly agrees to make all payments of monthly rent due as required hereunder on or before the due date for payments. TENANT agrees to pay a Twenty Dollar (\$20.00) per day late charge which shall be imposed for all rent payments not received on or before the tenth (10th) day of the month. These fees are to be considered as liquidated amounts representing LANDLORD's damages and costs of administration on account of the late payment. TENANT's failure to immediately pay the aforementioned fees as they become due shall constitute TENANT in default hereunder.

14. **Estoppel:** Each party, within thirty (30) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a Certificate stating that this Lease Agreement is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The Certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the Certificate within the thirty (30) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the Certificate and any successor to the party so requesting, that this Lease Agreement is in full force and effect and has not be modified except as may be represented by the party requesting the Certificate.

15. **Access to Premises:** LANDLORD shall have the right to enter upon the Leased Premises at all hours for the purpose of inspecting the same, or of making repairs, additions, or alterations to BUILDING or any property owned or controlled by LANDLORD.

16. **Hazardous Materials:**

a. **Prohibition:** TENANT expressly covenants and agrees to not cause or permit to be brought to, produced upon, disposed of or stored at the Leased Premises any Hazardous Materials in violation of applicable law. For purposes of this prohibition, Hazardous Materials shall mean and be construed as any substance, in any form, which is regulated by statute,

regulation, ordinance, rule, or prohibition including, but not limited to, the Comprehensive Environment Response and Liability Act, 42 USC 6901, et seq. and regulations promulgated there under; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated there under; or municipal county or state laws; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification: TENANT expressly covenants and agrees that in the event any Hazardous Materials is produced or stored at, brought to, or released on the Leased Premises in violation of applicable law by TENANT, its agents, employees, invitees, licensees, or by the negligence of TENANT, its agents, employees, invitees, or licensees that:

- (i) TENANT shall immediately notify LANDLORD of the event;
- (ii) TENANT shall take immediate preventive measures to abate the presence of Hazardous Materials at the Leased Premises;
- (iii) TENANT shall remediate and clean up the Leased Premises, at its own cost, expense, and labor, to LANDLORD's and any inspecting agencies satisfaction;
- (iv) TENANT shall be solely liable for all costs for removal of any Hazardous Materials and for cleaning of the Leased Premises, including any common areas, other tenant's spaces, grounds, landscaping, and parking lots, caused by TENANT, or its agents, employees, invitees, or licensees.
- (v) TENANT shall be solely liable for damages to LANDLORD arising from any such Hazardous Materials and does expressly indemnify and hold harmless LANDLORD from any claims, liability, expenses or damages, choses in action, fines, or costs (including actual attorney's fees) therefore.
- (vi) During the term of this Lease Agreement, or any subsequent renewals or extensions thereof, both parties agree to comply with all Federal, state, and local statutes, regulations, executive orders and ordinances concerned with the emission, spill, release, or discharge of any substance or solid waste into the air, soil, surface or groundwater, or any sewer, septic tank or waste treatment, storage or disposal system servicing the Leased Premises (collectively "Environmental Laws") respectively applicable to each party. Except where responsibility is designated to TENANT herein, LANDLORD shall, at LANDLORD's expense comply with all Environmental Laws having jurisdiction over the LANDLORD or LANDLORD's business with respect to the building in which Leased

Premises are located. LANDLORD represents and warrants to TENANT that it has not received any notice of alleged violation at the Leased Premises of any Environmental Laws; and to the best of LANDLORD's knowledge, information and belief with respect to the Leased Premises and the building in which Leased Premises is located, there are no violations of any environment Laws. LANDLORD and TENANT shall promptly notify the other of any discussions between it or its agents, employees, or attorneys and any federal, state, or local officials concerning any alleged violation at the Leased Premises of any Environmental Laws. LANDLORD and TENANT agree to indemnify and hold harmless the other from and against any and all liabilities, damages, judgments, causes or action, claims and expenses which may be incurred by LANDLORD or TENANT, as the case may be, relating to or arising out of any breach of the foregoing covenants.

c. **Survival:** TENANT and LANDLORD expressly covenant and agree that the respective duties, obligations, and liabilities of each party under the preceding sections 16 (a) and 16 (b) shall survive the termination of this Lease Agreement, and are binding upon TENANT and LANDLORD and their successors and assigns.

17. **Condemnation:** In the event a part of the Leased Premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit TENANT to carry on its business including the use of the Pathway in a manner comparable to which it has become accustomed, then this Lease Agreement shall continue, but the obligation to pay rent on the part of TENANT shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the Leased Premises shall be taken, or so much of the Leased Premises is taken that it is not feasible to continue a reasonably satisfactory operation of TENANT's business, then the Lease Agreement shall be terminated. Such termination shall be without prejudice of the rights of either LANDLORD or TENANT to recover compensation from the condemning authority for any loss or damage by such condemnation. Neither LANDLORD nor TENANT shall have any right in or to any award to the other by the condemnation authority.

18. **Destruction:** Except as otherwise provided in this Lease Agreement, in the event the Leased Premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of LANDLORD. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the Leased Premises which is rendered unusable by TENANT in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the Leased Premises have been rendered unoccupiable as a result of such damage, or if there had been a declaration of any governmental authority that the Leased Premises are unsafe or unfit for occupancy, then LANDLORD or TENANT shall have the right to terminate this Lease Agreement.

19. **Insolvency:** Neither this Lease Agreement nor any interest therein, nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if TENANT shall be adjudicated insolvent pursuant to the provision of any state of insolvency act, or if a receiver or trustee of the property of TENANT shall be appointed by reason of TENANT's insolvency or inability to pay its debts, or if any assignment shall be made of TENANT's property for the benefit of creditors, then and in any such event, LANDLORD may, at its option, terminate this Lease Agreement and all rights of TENANT hereunder, by giving to TENANT in writing of the election of LANDLORD to so terminate.

20. **Assignment and Subletting:** TENANT shall not assign or in any manner transfer this Lease Agreement or any estate or interest herein without the previous written consent of LANDLORD, which consent shall not be unreasonably withheld. Any assignment, encumbrance, or sublease without the LANDLORD's written consent shall be voidable, and at LANDLORD's election, shall constitute a default. Consent to any assignment, encumbrance, or sublease shall not constitute a further waiver of the provisions of this paragraph.

Notwithstanding the above, however, TENANT may without the prior consent of LANDLORD, assign this Lease Agreement or sublet all or any part of the Leased Premises to TENANT's parent corporation, or its wholly owned subsidiaries or affiliates, upon written notice to LANDLORD. In the event of any such assignment or subletting, TENANT shall remain primarily liable to perform the obligations imposed on TENANT hereunder.

21. **Default of Tenant:** If TENANT shall fail to make any payment of any rent due hereunder within five (5) days of written notification by LANDLORD that such payment is past due; or if default shall continue in the performance of any of the other covenants or conditions which TENANT is required to observe and perform under this Lease Agreement for a period of thirty (30) days following written notice of such failure, and thereupon may, at its option, without notice or demand of any kind to TENANT have one or more of the following described remedies in addition to all other rights and remedies provided by law or in equity:

a. Terminate this Lease Agreement, repossess the Leased Premises and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by TENANT during the balance of the Term of this Lease Agreement, less the fair rental value of the premises for said period, together with any other sum of money owed by TENANT to LANDLORD.

b. Without waiving its right to terminate this Lease Agreement, terminate TENANT's right of possession and repossess the Leased Premises without demand or notice of any kind to TENANT, in which case LANDLORD may relet all of any part of the Leased Premises. TENANT shall be responsible for all costs of reletting.

c. Cure the default and recover the cost of curing the same being on demand.

22. **Termination; Surrender of Possession:**

- a. Upon the expiration or termination of this Lease Agreement, TENANT shall:
- (i) Restore the Leased Premises to their condition, including repair of all holes in walls, at the beginning of the Term (other than as contemplated by Section 9 above), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the Leased Premises and the Property and repair any damage caused by such removal;
 - (ii) Surrender possession of the Leased Premises to LANDLORD; and
 - (iii) Upon the request of LANDLORD, at TENANT's cost and expense, remove from the Property all signs, symbols, and trademarks pertaining to TENANT's business and repair any damages caused by such removal.
 - (iv) Should TENANT desire to terminate this Lease Agreement at any time during the initial term or any extension thereof, TENANT shall notify LANDLORD in writing at least sixty (60) days prior to the date that TENANT desires to terminate.
- b. If TENANT shall fail or refuse to restore the Leased Premises as hereinabove provided, LANDLORD may do so and recover its cost for so doing. LANDLORD may, without notice, dispose of any property of TENANT left upon the Leased Premises in any manner LANDLORD shall choose without incurring liability to TENANT or to any other person. The failure of TENANT to remove any property from the Leased Premises shall forever bar TENANT from bringing any action or asserting any liability against LANDLORD with respect to such property.

23. **Quiet Enjoyment:** Upon payment by the TENANT of rents herein provided, and upon the observance and performance of all the covenants, terms, and conditions on TENANT's part to be observed and performed, TENANT shall peaceably and quietly hold and enjoy the Leased Premises for the term hereof without hindrance or interruption by LANDLORD or any other person or persons lawfully or equitably claiming by, through or under the LANDLORD, subject, nevertheless, to the terms and conditions of this Lease Agreement.

24. **Mechanics Lien:** TENANT shall pay all costs and expenses for construction or alterations done by it or caused to be done by it on the Lease Premises as permitted under this Lease Agreement. TENANT shall keep the building, other improvements, and land on which Leased Premises are a part free and clear of all mechanic's liens during all terms of the Lease Agreement, and in the case of the filing of any such lien, TENANT shall promptly pay the same. If default in the payment thereof shall continue for thirty (30) days after written notice thereof from LANDLORD to TENANT, LANDLORD shall have the right and privilege, at

LANDLORD's option, of paying the same or any portion thereof without inquiry as to the validity thereof. Any amounts so payable, including expenses and interest, shall be additional indebtedness hereunder due from TENANT to LANDLORD and shall be repaid to LANDLORD by TENANT immediately on rendition of a bill thereof.

25. **Waiver:** One or more of any covenant or condition by LANDLORD shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by LANDLORD to or of any act of TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent or approval to or of any subsequent similar act by TENANT.

26. **Agency:** Nothing contained herein shall be deemed or construed by the parties hereto, nor by a third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

27. **Partial Invalidity:** If any term, covenant, or condition of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. **Holding Over:** Any holding over after the expiration of any term hereof, with or without the consent of LANDLORD, shall be construed to be a tenancy from month to month at the rents herein specified and applicable at the time (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

29. **Successors:** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of said parties; and if there shall be more than one Tenant, they shall be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of TENANT unless the assignment to such assignee has been approved by LANDLORD in writing as provided above.

30. **Subordination:** LANDLORD reserves the right to subject and subordinate this Lease Agreement at any time to the lien of any mortgage or mortgages now or hereafter placed on the Leased Premises. TENANT shall execute and deliver, upon LANDLORD's request; such further instrument(s) subordinating this Lease Agreement to the lien of any such mortgage as shall be requested by LANDLORD's mortgage lender of lenders, so long as such instrument shall not permit the termination of TENANT's interest herein if TENANT is not in default in its

obligations hereunder. TENANT shall also, at the request of LANDLORD or LANDLORD's mortgage lender execute an instrument acknowledging assignment by LANDLORD to LANDLORD's mortgage lender of all of LANDLORD's rights under this Lease Agreement, and also acknowledging the mortgage lender's rights to collect the rent due hereunder in the event of default by LANDLORD in any of the terms and conditions of the mortgage or mortgages on subject property.

31. **Governing Law:** This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

32. **Time:** Time is of the essence of each provision of this Lease Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement on the 17th day of August, 2010.

APPROVED: By McLEAN COUNTY:

Matt Sorensen, Chairman, McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the McLean County Board

APPROVED: By NEW WAVE NET CORPORATION

_____ Title: Chief Financial Officer
Garth Nicholas, CFO

ATTEST:

_____ Title: _____



TO: Honorable Chairperson and Members, Property Committee

FROM: Michael J. Steffa, Director of Parks and Recreation *[Signature]*

DATE: 07/26/10

RE: General Report

Parks Usage – YTD as of 07/26/10

	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001
Camping Nights	6064	5848	5453	5541	5059	4883	5347	5197	4262	5278
Watercraft Registration										
Annual	1415	1254	1108	1384	1354	1057	924	950	1269	1307
Daily	240	245	204	248	364	229	205	183	312	340
Boat Rental										
½ hour Paddleboat	454	425	407	396	338	371	411	383	447	473
Hourly Canoe	261	294	196	258	269	252	274	251	345	349
Rowboat	222	155	113	157	171	159	143	111	183	236
Daily Canoe	108	71	29	53	65	55	74	56	78	87
Rowboat	193	175	132	133	138	106	101	125	126	126
Shelters Reservations	93	61	77	82	80	95	82	67	70	54
Equine Registrations										
Daily	7	2	0	7	48	74	9	10	67	60
Family	0	1	1	1	0	1	1	1	1	0
Individual-Annual	6	8	6	4	8	5	2	5	2	6
Beach Usage	5664	4590	5440	5016	6631	5329	4099	4609	5423	5671

ADDITIONAL PARKS ACTIVITIES

July	Hosted Normal P&R Day Camps	100-125 Kids/Day
July	Hosted Bloomington P&R Day Camp	100-125 Kids/Day
July 10	COMLARA Co. Park Ice Cream Social	400 Attendees
July 10	Hosted Peddling for Kicks Bike Ride Meal Stop	300 Participants
July 19-23 & 26-31	Hosted Normal P/R Ecology Action Day Camp	27 Kids
July 6, 17, & 20	Hosted Three Bass Fishing Tournaments	NA
July 21	Hosted Evergreen Lake International Triathlon	657 Participants
July 23	Hosted McLean County Employee Picnic	200 Attendees (Est.)