

destruction. Although the City retains the right to enter the premises at any time for any purpose related to the use of the waters of Evergreen Lake, primary use and regulation of the premises is the sole responsibility of the County. The Lease Agreement will expire on January 1, 2032.

The attached amendment releases the CBEC substation site from the Lease Agreement property description. In all other respects, the provisions of the Lease Agreement are the same.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared and legal review by: Rosalee Dodson, Asst. Corporation Counsel

Reviewed by: Craig Cummings, Director of Water

Financial & budgetary review by: Timothy Ervin, Chief Budget Officer

Recommended by:

David A. Hales
City Manager

SECOND AMENDMENT TO LEASE AGREEMENT

This Agreement is made and entered into this _____ day of November, 2012, by and between the City of Bloomington, a municipal corporation (“Lessor”) and the County of McLean, a body politic and corporate (“Lessee”).

WHEREAS, Lessor and Lessee entered into a Lease Agreement, dated August 28, 1972, for certain property situated in McLean and Woodford Counties commonly referred to as Evergreen Lake and Comlara Park, a copy of which Lease Agreement is attached hereto and incorporated herein by reference; and

WHEREAS, Corn Belt Energy Corporation (“CBEC”), the largest energy cooperative in Illinois providing power to over 33,000 households and businesses in eighteen (18) counties throughout central Illinois, including McLean County, requested to purchase from the City 0.75 acres of land in Comlara Park for purposes of building an electric substation in an effort to meet a growing demand for electricity in that area; and

WHEREAS, after lengthy negotiations, all parties agreed on a site that would involve minimal power line installation and native tree removal; and

WHEREAS, the Bloomington City Council approved the sell of said property to CBEC on May 29, 2012; and

WHEREAS, the Lease Agreement includes the aforescribed property, Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Lessor has requested Lessee to amend the Lease Agreement by releasing the property described on Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants each party has given to the other and other good and valuable consideration the sufficiency of which is hereby acknowledged, Lessor and Lessee do agree as follows:

1. The property described on Exhibit A shall be and is hereby released from the Lease Agreement between Lessor and Lessee dated August 28, 1972. Lessee shall execute a release in proper form for recording and deliver same to Lessor upon the execution of this Agreement.
2. In all other respects, the parties confirm and reaffirm the terms and provisions of the Lease Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above.

County of McLean

City of Bloomington, Illinois

By: _____

By: Stephen F. Stockton
Mayor

Attest: Kathy Michael
County Clerk

Attest: Tracey Covert
City Clerk

EXHIBIT A

Part of the Southeast Quarter of Section 1, Township 25 North, Range 1 East of the Third Principal Meridian, Kansas Township, Woodford County, Illinois, described as follows:

Commencing at a stone marking the West quarter corner of said Section, said corner being at Illinois State Plane West Zone (North American Datum of 1983, CORS 96 EPOCH 2002.000) coordinate 1454875.735 North and 2602492.284 East (U.S. Survey Feet); thence South 67 degrees 04 minutes 11 seconds East (grid bearing based upon said Illinois State Plane West Zone) a distance of 3,766.28 feet (all distances in this description are horizontal ground distances) to a 5/8 inch rebar with orange cap stamped "Miller 35003628" (hereafter referred to as a "capped rebar" also being the Point of Beginning being at coordinate 1453408.328 North and 2605961.016 East; thence North 54 degrees 37 minutes 05 seconds East a distance of 211.23 feet to a "capped rebar"; thence South 35 degrees 22 minutes 55 seconds East a distance of