

Lease Agreement

THIS LEASE is made between A & M Rentals, an Illinois company, hereinafter referred to as "Lessor," and the Champaign County Regional Planning Commission, hereinafter referred to as "Lessee," in consideration of the mutual covenants herein set forth and other valuable consideration exchanged between the parties, the parties hereto covenant and agree as follows:

ARTICLE I – LEASED PREMISES

- A. The Lessor hereby lets and leases to the Lessee, and the Lessee hereby takes and leases from the Lessor a part of the building located at postal address 401 S. Main Street, in the City of Tuscola, Douglas County, Illinois; the portion of the building subject to lease and more particularly the office suite located in the Northeast quadrant of the building (hereinafter designated as "the premises").
- B. It is understood that Lessee will occupy all of the improvements of the leased premises, approximately 2950 square feet of usable space, together with the parking areas around the perimeter of said building. Except as set forth below, Lessee shall be entitled to sole possession of the premises during this lease.

ARTICLE II – TERM OF LEASE

The commencement date of this lease shall be from 12:01 a.m. on June 1, 2024, through July 31, 2025, at 11:59 pm. The lessee has the option to lease said premises for two (2) additional one (1) year terms. Lessee agrees to notify Lessor in writing at lease sixty (60) days before the expiration of the lease if it intends to exercise an option to extend the lease. The parties acknowledge that any extension to this contract shall be in writing and that, barring such written extension, Lessee will vacate the leased premises at the end of the lease term without further notice from Lessor.

ARTICLE III -RENT TO BE PAID BY LESSEE

During the term of this lease, the Lessee hereby covenants and agrees to pay to the Lessor as monthly rental for the leased premises payable on the first of each and every month during the term in advance, the sum of Six Hundred Dollars (\$600.00).

ARTICLE IV - USE OF PREMISES BY LESSEE

- A. The Lessee shall use said premises for the conduct of its business, which shall be that of a regional planning and development agency. It is expressly understood that said premises shall not be used for other purposes without the written consent of the Lessor.
- B. Lessor agrees to maintain the Lessee's entrance, parking lot, landscaping, lawn mowing, exterior lighting, pest control, and tree and bush trimming. Lessor contracts with a service to remove snow and ice on weekday mornings where conditions merit such a service and Lessee shall enjoy the use of that service without extra charge. Lessee is responsible for the removal of any snow and ice beyond the service Lessor contracts for. Lessee shall have no other responsibility with regard to external maintenance of the leased premises (i.e., landscaping, tree and brush trimming and lawn mowing) which shall be performed by the Lessor in such manner as Lessor deems appropriate. Lessor will continue to provide at least one parking space for individuals with disabilities.

Lease Agreement

- C. Lessee shall be allowed to place reasonable signage promoting its presence on the leased premises and surrounding property at 401 South Main Street, subject to approval in advance of the proposed signage and its placement by the Lessor and so long as the signage and its placement are in compliance with City of Tuscola ordinances.

ARTICLE V – UTILITIES

Lessor shall provide electricity, water, and HVAC service as part of the monthly rental payment identified above, provided that Lessee confine said use of these utilities to those which are consistent with the operation of its services. The premises shall be used for conduct of business, which shall be that of a regional planning and development agency including workforce and economic development programming and related uses, and the amount of rent charged takes into account the expected utility costs for such use. Lessor may seek reasonable reimbursement from Lessee to the extent that heating, cooling, or water usage at the premises greatly exceed reasonable use. Lessee shall be responsible for all other utility costs (i.e., telephone, internet service, etc.)

ARTICLE VI – INSURANCE

Lessee and Lessor shall not do anything which will in any way impair the reasonable obligation of any policy of insurance upon the Premises.

Lessee shall procure and maintain at Lessee's own cost and expense policies of insurance insuring Lessee against public liability, covering the leased premises and the use and operation thereof with limits of not less than \$1,000,000.00 combined single limit for bodily injury and property damage. Any insurance required to be procured and maintained by Lessee shall not be subject to cancellation except after ten (10) days prior written notice to Lessor. Certificates of insurance for such policies shall be deposited with Lessor.

Lessor shall, at its sole cost and expense, at all times during the Lease Term, maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Tenant against liability for bodily injury to and/or property damage occurring in or about the common facilities. The liability under such insurance will not be less than \$1,000,000 for any one occurrence. Further, Lessor shall, at its own expense, at all times during the Lease Term, maintain in full force property insurance on the Premises for the full insurable value of the building(s) and its/their permanent improvements. Such insurance will protect against fire and other perils commonly associated with a "broad form" perils insurance policy.

ARTICLE VII – INDEMNIFICATION

- A. Lessee agrees to indemnify and save harmless Lessor from and against all claims of whatever nature arising from any wrongful act or omission or negligence of Lessee or Lessee's agents, employees, for personal injury or damage to the property of any person occurring during the term hereof in or about the Premises, unless such claims arise from any act, omission, or negligence of Lessor, Lessor's agents, employees or any other tenants and/or their employees, agents or customers. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, the reasonable expense of investigating the same and the defense thereof.

Lease Agreement

- B. Lessor agrees to indemnify and save harmless Lessee from and against all claims of whatever nature arising from any wrongful act or omission or negligence of Lessor or Lessors agents, employees or any other tenants, and their employees, agents or customers, or personal injury or damage to the property of any person occurring during the term hereof in or about the Premises, unless such claims arise from any act, omission, or negligence of Lessee, Lessees agents, or employees. This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, the reasonable expense of investigating the same and the defense thereof.

ARTICLE VIII – STRUCTURAL REPAIRS AND IMPROVEMENTS

- A. Lessor shall be responsible for replacements or alterations to the foundations, roofs, exterior walls, structural columns, all building components including, but not limited to, heating, ventilating, air conditioning, plumbing, electrical and all other parts thereof and structural beams of the Building and to the exterior mechanical, electrical and plumbing equipment and lines serving the Property and to keep the parking areas, sidewalk and landscaping on the Property in good order and repair (except for loss by fire or other casualty as provided herein). Tenant shall give Landlord prompt written notice of any defects, necessary repairs or maintenance of which Tenant has knowledge in connection with the Premises. Any costs occasioned through damage caused by Lessee to the same shall be the sole responsibility of the Lessee and Lessor shall be entitled to seek contribution from Lessee for the same.
- B. Lessor agrees to make the following repairs/improvements on or before August 1, 2024:
1. Repaint the markings for the disability parking spaces and display proper signage for disability spaces in accordance with ADA Standards.
 2. Sidewalk entrance must be 36" wide with a slope no more than 5% in accordance with ADA Standards.
- C. Lessee is required to comply with Titles II and III of the Americans with Disabilities Act of 1990 (ADA). If the presence of any ADA violation results in remedial work, Lessor agrees to allow Lessee to promptly take all actions required by any authority to comply with the ADA; provided that Lessor's consent to such actions shall first be obtained, which shall not be reasonably withheld. With respect to The Americans with Disabilities Act and the ADA Disability Guidelines thereto, Lessee shall be responsible for the compliance of the leased premises, and Landlord shall be responsible for compliance for the Building and the Common Areas.
- D. Lessee agrees to keep the interior of the leased premises and any improvements made thereto by the Lessee individually in a good state of repair during the term of this lease. Any such repairs, alterations, additions, or improvements shall become a part of the building and land. Any trade fixtures installed by the Lessee shall remain the property of the Lessee and may be removed from the premises by the Lessee at its discretion provided that if any damage is occasioned to the leased premises in such removal, the same shall be repaired by the Lessee.

Lease Agreement

- E. Lessee may make improvements and alterations on the leased premises. Prior to the doing of any such alterations or improvements, the Lessee shall submit to the Lessor written plans for the remodeling contemplated by the Lessee and such work shall not be commenced until the Lessor has approved such remodeling plans, which approval shall not be unreasonably withheld. Thereafter, such remodeling shall be in accordance with the approved plans and specifications, a copy of the same being left with the Lessor. Any modifications made by Lessee prior to the date the parties signed this lease are deemed to have been accepted by the Lessor.

ARTICLE IX - ASSIGNMENT AND SUBLETTING

This lease may not be assigned, nor may any Lessee sublet any or all or any part of the leased premises without the written consent of the Lessor.

ARTICLE X – LESSOR INSPECTION AND ACCESS

- A. Lessor reserves the right to make periodic inspection of the leased premises for the purpose of determining the condition of the leased premises and the faithful performance of all of the covenants herein contained. The inspection shall be made at a reasonable time and shall in no way be conducted so as to disturb the Lessee in the conduct of its business.
- B. Any repairs, which the Lessee is required to make, and which are discovered by the investigation of the Lessor shall be called to the attention of the Lessee and said repairs shall be made by the Lessee at the expenses of the Lessee within thirty (30) days after notice of the necessity of the repairs. Failure of the Lessee to make the required repairs within the designated thirty (30) days shall be sufficient cause to allow the Lessor to cause the repairs to be made, at the expense of the Lessee, and said expense shall be added to the rental provided for herein and shall be due and payable on the first day of the month following the date the repairs were made.
- C. Lessee understands that the thermostat in the premises also controls the climate in another room outside of the leased suite. Lessor shall have reasonable access to the premises to adjust the thermostat for the mutual comfort of the building's occupants.

ARTICLE XI – SURRENDER OF POSSESSION

The Lessee agrees to surrender possession of the leased premises at the expiration of the original term hereof in as good a state of repair and condition as they were in at the time of the commencement of this lease, reasonable use, natural wear and deterioration and damage by fire and the elements and unavoidable casualties excepted.

ARTICLE XII – LESSOR'S RIGHT OF RE-ENTRY

- A. If any default shall be made in payment of any rent, or any part thereof, at the times and in the manner above provided, and such default shall continue for a period of fifteen (15) days after written notice thereof has been served by the Lessor on the Lessee, or if

Lease Agreement

default shall be made by the Lessee in the performance or observance of any of the covenants or agreements herein Contained, and such default shall continue for a period of fifteen (15) days after written notice thereof has been served by the Lessor on the Lessee, or if the said premises, or any part hereof, shall become vacant, or be abandoned, or if the Lessee shall be dispossessed other than for Lessor's fault therefrom during said term, or if the Lessee shall, at any time, make a general assignment for the benefit of creditors, or an insolvent assignment, or if a receiver of the property of the Lessee shall be appointed, or if the Lessee shall file a voluntary petition in bankruptcy or if a petition in bankruptcy shall be filed against the Lessee, this lease, and the relation of Lessor and Lessee, at the option of the Lessor, shall wholly cease and determine, or the said Lessor may re-enter said premises either by force or otherwise and receive the rent therefor, applying the same first to the payment of such expenses as said Lessor may be put to in reentering and re-letting, and then to the payment of rent in fulfillment of the covenants of the lease, under this agreement, and then to the payment to the Lessee of any surplus of said rents left after making such previous payments and the Lessee shall be liable for any deficiency which may arise during the remainder of said term. If any default of the Lessor hereunder shall continue uncorrected for fifteen (15) days after written notice thereof from the Lessee, the lease may be terminated by the Lessee at any time thereafter during the continuance of such default by giving written notice to the Lessor.

- B. With the exception of default in the payment of rent, any default on the part of either of the parties hereto, shall be deemed to be corrected if, within said fifteen (15) day period, reasonable steps are taken to rectify such default and the rectification thereof is prosecuted with due diligence. With respect to default in the payment of rent, only payment thereof shall be deemed to be a rectification of such default.

ARTICLE XIII – LESSOR'S COVENANT FOR QUIET ENJOYMENT

Lessor hereby covenants and agrees with the Lessee that if the latter pays the rent and keeps and performs the covenants of this Lease, then the Lessee shall peaceably and quietly hold, occupy, and enjoy the leased premises during said term without hindrance by the Lessor or any person or persons lawfully claiming under the Lessor.

ARTICLE XIV – USE OF PREMISES TO AVOID WASTE AND DAMAGE

The Lessee covenants that no waste shall be committed upon, or damage shall be caused to the leased premises; and said premises shall not be used for any unlawful purposes and no violations of law shall be committed thereon. Lessee shall not permit any rubbish, refuse or garbage to accumulate or a fire hazard to exist about the premises.

ARTICLE XV - LESSEE'S OCCUPANCY OF PREMISES AFTER EXPIRATION OF LEASE

If the Lessee shall occupy the leased premises with the consent of the Lessor after the expiration of this lease, or any renewal thereof, and rent is accepted from the Lessee, such occupancy and payment shall be construed as an extension of this lease for the term of one month only from the date of such expiration, and occupation thereafter shall operate to extend

Lease Agreement

the terms of this lease for but one month at a time unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto.

ARTICLE XVI -MECHANIC'S LIEN

Nothing in this lease anywhere contained shall authorize Lessee to do any act or make any contract so as to create or permit to be created any mechanic's liens or materialmen's liens, or any other equitable or statutory liens or claims against the interest of the Lessor in and to said leased premises, and notice is hereby expressly given that no mechanic's Liens or material men's, or any other liens created or suffered to be created by the Lessee, shall in any manner or degree affect the interest of the Lessor in said leased premises.

ARTICLE XVII - LESSEE'S OPTION IN CASE OF FIRE

Upon the destruction of the leased premises from any cause, or in case of any damage by fire, the elements or unavoidable casualty, rendering said premises more than seventy-five percent (75%) untenable, the Lessor, within ten (10) days after receiving notice of such destruction or damage, shall notify the Lessee in writing whether or not the Lessor intends to rebuild or repair; the Lessor shall accomplish the same within one hundred eighty (180) days thereafter excepting delays by reason of fire, strikes, lock-outs, inability to obtain labor or materials or other causes not under the control of the Lessor; and the entire rent hereunder shall be abated during such time as such premises are so untenable. In case the Lessor shall not so elect to rebuild or repair, or if so, electing shall not complete such operation within said period of one hundred eighty (180) days so as to render said premises again wholly tenantable, then, and in either case, the Lessee may, at its option, declare this lease null and void. But in case said premises shall be damaged from any one or more of the aforementioned causes, so as to be less than seventy-five percent (75%) untenable, then the Lessor shall, immediately upon receipt of notice thereof, proceed with rebuilding or repair operations and finish the same as speedily as possible, but in no event to exceed one hundred twenty (120) days from the date of damage, and if not completed within such time, the Lessee, at its option, may terminate this lease and during such partial untenability rent hereunder shall be abated in proportion to the diminution in the enjoyment of said premises by the Lessee.

ARTICLE XVIII – REAL ESTATE TAXES

Lessor agrees to pay the real estate taxes on the premises when they come due in accordance with the installments and in the amount set forth by the Douglas County Collector.

ARTICLE XIX – LEASE BINDING UPON SUCCESSORS AND ASSIGNS

The terms, conditions and agreements herein contained are binding upon and shall inure to the benefit of the assigns, executors, administrators, heirs and devisees of the Lessor and the Lessee. Whenever in this lease agreement the word Lessor is used, it shall be considered to include in its meaning the successors and assigns of the Lessor, and whenever the word Lessee is used, it shall be considered in include in its meaning a corporation, partnership or individual as the case may be, and the assigns, executors, administrators, heirs and devisees of the Lessee, in each case, wherever the context warrants such meaning.

Lease Agreement

ARTICLE XX – NON-APPROPRIATION CLAUSE

Lessee's funding of this Agreement is subject to appropriations. Notwithstanding any other provisions of this Agreement, the parties agree that the rental is payable by Lessee from federal, state and county appropriations, grants, and monies. In the event sufficient appropriation, grants, and monies are not made available to Lessee to pay this rent for any fiscal year, this Agreement shall terminate without further obligation of Lessee. In such event, the chief executive officer of Lessee shall certify to Lessor that sufficient funds have not been made available to Lessee to meet the obligations of this Agreement; and such certification shall be conclusive upon the parties.

ARTICLE XXI – NOTICES

Unless otherwise directed in writing by the other party, notices to the parties shall be sent as follows:

To Lessor:

To: Lessee:

A & M Rentals	Champaign County Regional Planning Commission
c/o Brett Adkisson	c/o Tami Ogden
200 N. Parke St.	1776 E Washington St.
Tuscola, IL 61953	Urbana, IL 61802
217-369-2465 or 217-253-5430	217-328-3313
brett@adkissonconstruction.com	togden@ccrpc.org

IN WITNESS WHEREOF, this lease agreement has been signed and sealed by a duly authorized officer.



Champaign County Regional Planning Commission

By: Brett Adkisson

By: Tami Ogden, Director of Operations

06/05/24

6/5/24

Date

Date