

**LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE CHAMPAIGN COUNTY MENTAL
HEALTH BOARD & DEVELOPMENTAL DISABILITIES BOARD**

THIS LEASE AGREEMENT is and entered this **first day of April 1, 2023**, by and between the County of Champaign (hereinafter referred to as "Landlord") and the Champaign County Mental Health Board and Developmental Disabilities Board (hereinafter referred to as "Tenant").

ARTICLE I

Premises

Landlord does hereby lease to Tenant office space located in Rooms 260-269 of Pod 200 of the Champaign County Brookens Administrative Center, which is located at 1776 East Washington Street, Urbana, Illinois. The Tenant will lease 1,744 square feet of office space during the period of **April 1, 2023-March 31, 2027**. The office space leased is identified in floor plan of the Brookens Administrative Center, which is attached as Exhibit "A".

Article II

Term

This lease shall be for a four one-year terms commencing on **April 1, 2023 and ending on March 31, 2027**. The Tenant or Landlord are required to give notice at least ninety (90) days prior to the end of each lease period if either does not wish to renew the lease.

ARTICLE III

Rent

Rent for said premises shall be at the following rates:

- a) **From April 1, 2023, to March 31, 2024** - The rent for this term shall be **\$25,494.59** annually (\$14.61 x 1,744 sq. ft.) with a monthly payment of **\$2,124.55** due on the first day each calendar month.
- b) **From April 1, 2024 to March 31, 2025** – Rent as charged April 1, 2023 to March 31, 2024 plus the percent increase to CPI (as documented to Champaign County by the Illinois Department of Revenue in January 2020, to determine the maximum extension under the Property Tax Extension Limitation Law), except if the CPI is negative, then the rent shall be adjusted by 0%, and if the CPI exceeds 5%, the rent increase shall be capped at 5%.
- c) **From April 1, 2025 to March 31, 2026** – Rent as charged April 1, 2024 to March 31, 2025 plus the percent increase to CPI (as documented to Champaign County by the Illinois Department of Revenue in January 2021, to determine the maximum extension under the Property Tax Extension Limitation Law), except if the CPI is negative, then the rent shall be adjusted by 0%, and if the CPI exceeds 5%, the rent increase shall be capped at 5%.

ARTICLE VI

Subletting and Assignment

Tenant shall not, without first obtaining the written consent of Landlord, assign, mortgage, pledge, or encumber this lease, or sublet the leased premises or any part thereof.

ARTICLE VII

Alterations

a) Tenant will not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the leased premises or any part thereof, without the prior written approval of Landlord of the design, plans and specifications therefore, which approval shall not be unreasonably withheld. Tenant shall keep the leased premises and the building and grounds of which it is a part free and clear of liens arising out of any work performed, materials furnished, or obligations incurred by Tenant, including mechanic's liens.

b) It is distinctly understood that all alterations, installations, changes, replacement, additions, or improvements upon the leased premises made by the Tenant pursuant to (a) herein, shall at the election of Landlord, remain upon the leased premises and be surrendered with the leased premises at the expiration of this lease without disturbance or injury. Should Landlord elect that same be removed upon termination of this lease or any extension thereof, Tenant hereby agrees to cause same to be removed at the sole cost and expense of Tenant. Should Tenant fail to remove same, then Landlord may cause same to be removed, and Tenant hereby agrees to reimburse Landlord for the cost of such removal together with any and all damages that Landlord may suffer and sustain by any reason of the failure of Tenant to remove the same.

c) Maintenance and repair of any items installed pursuant hereto shall be the sole responsibility of Tenant, and Landlord shall have no obligation in connection therewith.

d) Tenant shall promptly repair any and all damage caused to the leased premises or to the building and grounds of which the leased premises are a part occasioned by the installation or removal of any alteration made pursuant hereto.

ARTICLE VIII

Parking

a) At no additional cost to Tenant, Tenant's employees may park in the rear parking lot, located at the northern and northeastern portion of the property. Parking spaces shall be available on the first-come-first-served basis.

b) Tenant's temporary business guests and visitors will be permitted to use the visitors' reserved parking spaces available off Washington Avenue and in the northeastern parking lot off of Lierman Avenue. Parking spaces shall be available on a first-come-first-served basis.

ARTICLE XII

Access

Landlord, its agents and employees, shall have the right to enter the leased premises at all reasonable hours and necessary times to inspect the premises and to make the necessary repairs and improvements to the premises and the building in which the premises is located.

ARTICLE XIII

Landlord's Remedies on Default

If Tenant defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions of this lease agreement, Landlord may give Tenant notice of the default. If Tenant does not cure any rent default within fifteen (15) days. Any default not related to non-payment of rent shall be cured within 21 days of notice. If tenant fails to cure within the required time Landlord may extend the time to cure. On the date specified in the notice, the term of this lease will terminate, and Tenant will then quit and surrender the premises to Landlord, nonetheless the Tenant will remain liable for any deficiencies in rent or damage to the property. If the lease is so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and its or their effects.

ARTICLE XIV

Cumulative Remedies and Waiver

The specified remedies to which Landlord may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means or redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this lease. The failure of Landlord to insist on strict performance of any covenant or condition of this lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. No waiver by Landlord or any provision of this lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

ARTICLE XV

Partial Invalidity

Should any provision of this lease be or become invalid or unenforceable, the remaining provisions shall be and continue to be fully effective.

ARTICLE XVI

Successors

All of the terms and provisions of this lease shall be binding upon and inure to the benefit of and be enforceable by and upon the representatives, successors, and assigns of Landlord and Tenant.

ARTICLE XXI

Amendment

No amendment to this lease shall be effective unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written, in duplicate documents, each of which shall be considered an original.

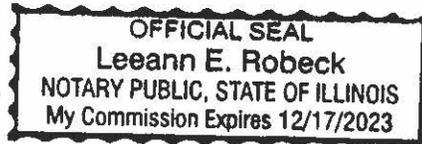
Landlord:

COUNTY OF CHAMPAIGN, ILLINOIS

By: [Signature]
Steve Summers, Executive
Champaign County Executive

Date: 03/28/2023

ATTEST: [Signature]



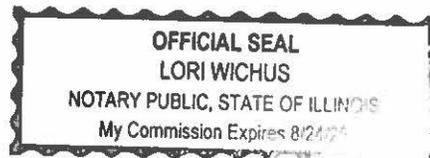
Tenant:

CHAMPAIGN COUNTY DEVELOPMENTAL DISABILITIES BOARD

By: [Signature]

Date: 3/29/23

ATTEST: [Signature]



Tenant:

CHAMPAIGN COUNTY MENTAL HEALTH BOARD

By: [Signature]

Date: 3/29/23

ATTEST: [Signature]

