

**LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN
AND THE REGIONAL PLANNING COMMISSION**

THIS LEASE AGREEMENT is and entered into this first day of January, 2017, by and between the County of Champaign, Illinois, (hereinafter referred to as "LANDLORD") and the Champaign County Regional Planning Commission, (hereinafter referred to as "TENANT"),

ARTICLE I

Premises

Landlord does hereby lease to Tenant office space located Pod 100 of the Champaign County Brookens Administrative Center, which is located at 1776 East Washington Street, Urbana, Illinois. The Tenant will lease 15,950 square feet of office space during the period of January 1, 2017 – December 31, 2021. The office space leased is identified in the floor plan of the Brookens Administrative Center, which is attached as Exhibit "A".

ARTICLE II

Term

This lease shall be for a five-year period commencing on January 1, 2017 and ending on December 31, 2021. The lease term shall automatically renew for one year periods thereafter, commencing January 1, 2022, unless the Tenant gives Landlord at least ninety (90) days prior to the end of each lease period that the Tenant does not wish to renew the lease.

ARTICLE III

Rent

Rent for said premises shall be at the following rates:

- a) From January 1, 2017 – December 31, 2017 – The rent for this term shall be \$92,726.50 with a monthly payment of \$7,727.21 due on the first day of each calendar month.
- b) From January 1, 2018 – December 31, 2018 – The rent for this term shall be \$102,037.00 with a monthly payment of \$8,503.08 due on the first day of each calendar month.
- c) From January 1, 2019 – December 31, 2019 – The rent for this term shall be \$112,304.50 with a monthly payment of \$9,358.71 due on the first day of each calendar month.
- d) From January 1, 2020 – December 31, 2020 – The rent for this term shall be \$123,529.00 with a monthly payment of \$10,294.08 due on the first day of each calendar month.
- e) From January 1, 2021 – December 31, 2021 – The rent for this term shall be \$135,870.00 with a monthly payment of \$11,322.50 due on the first day of each calendar month.

ARTICLE IV

Utilities

Landlord shall provide electric current, plumbing, and heat and air conditioning, during the appropriate seasons. Tenant agrees to pay for all utilities utilized at a cost to be pro-rated monthly based on the square footage occupied by Tenant as compared to the total monthly utility cost for the Brookens

Administrative Center. Landlord shall not be liable for failure to furnish or for suspension or delays in furnishing any utilities caused by breakdown, maintenance or repair work, strike, riot, civil disturbance, or any cause or reason whatsoever beyond the control of the Landlord.

ARTICLE V

Use of Premises

- a) Tenant shall use and occupy the leased premises as a business office for the Regional Planning Commission and for no other purpose whatsoever without the prior written consent of Landlord. Tenant shall not use or permit the leased premises or any part thereof to be used for any disorderly, unlawful, or extra hazardous purpose.
- b) Tenant shall commit no act of waste and shall take good care of the leased premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the leased premises, conform to all laws, orders, and regulations of the federal, state, and municipal or local governments or any of their departments. Tenant further agrees to save Landlord harmless from all fines, penalties and costs for violations of or noncompliance with the same.
- c) Tenant shall not use or permit the use of machinery or equipment which shall cause an unreasonable consumption of utilities within the leased premises beyond that made known to Landlord at the time of execution of this lease.
- d) Tenant shall not use any equipment or engage in any activity on the leased premises which shall cause an increase in the insurance rate of the Brookens Administrative Center or which shall create or cause undue expense to Landlord for maintenance and/or utilities.
- e) At the expiration or other termination of this lease, Tenant shall surrender and deliver the leased premises in as good a condition as when Tenant first received possession of the leased premises, ordinary wear and tear and damage by the elements, fire, and other unavoidable casualty excepted.

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 unreasonable be 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 which Landlord may suffer and sustain by 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 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 Street and in the northeast parking lot off of Lierman Avenue. Parking spaces shall be available on a first-come-first-served basis.

ARTICLE IX

Signs, Notices, Advertisements, Etc.

- a) Landlord shall place a sign with Tenant's name on the exterior of the building of which the leased premises is a part.
- b) Tenant shall not inscribe, print, affix, or otherwise place any sign, advertisement, or notice on the grounds, or the exterior or interior of the building of which the leased premises is a part, except on the doors of leased premises and only in a size, color and style approved by Landlord.

ARTICLE X

Services

- a) Landlord agrees to furnish custodial services that are customary in the building of which the leased premises are a part. Landlord shall furnish adequate lavatory supplies, and normal and usual maintenance, Mondays through Fridays, except that, during weeks having a legal holiday during the normal work week, such services shall not be available on such holidays.
- b) Tenant agrees to pay for custodial services utilized at a cost to be pro-rated monthly based on the square footage occupied by Tenant as compared to the total monthly custodial services cost for the Brookens Administrative Center.
- c) Tenant agrees to pay for any requested maintenance work above and beyond normal building maintenance at the hourly rate of the employee fulfilling such request.

ARTICLE XI

Damage to Premises

If, without the fault of Tenant, the leased premises is damaged by fire or other casualty to such extent that the leased premises is totally destroyed or if the damage occurs during the last six (6) months of the term of this lease, this lease shall cease and rent shall be apportioned to the time of the damage. In all other cases when the leased premises is damaged by fire or other casualty, without the fault of Tenant, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the leased premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. However, should the leased premises not be restored to tenantable condition within three (3) months from the date of said damage, then Tenant may, at its option, cancel and terminate this lease in its entirety. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond Landlord's control. If the damage results from the fault of Tenant, or Tenant's agents, servants, visitors, or licensees, Tenant shall not be entitled to any abatement or reduction of rent.

No compensation, claim, or diminution of rent shall be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the leased premises or any portion of the building of which it is a part, however, the necessity may occur.

Landlord shall not be liable for damages for, nor shall this lease be affected by, conditions arising or resulting from construction on contiguous premises which may affect the building of which the leased premises is a part.

ARTICLE XII

Landlord's Remedies on Default

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 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, or other default within twenty-one (21) days, after the giving of the notice, or if such other default is of such nature that it cannot be completely cured within such period, and Tenant does not commence such curing within fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Landlord may terminate this lease on not less than fifteen (15) days' notice to Tenant. 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, but Tenant will remain liable for any deficiencies in rent or damage to the property. If this 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 of 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 of 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 XVII

Notices and Payments

All rent or other payments under this lease shall be paid to Landlord at Champaign County Treasurer's Office, 1776 East Washington Street, Urbana, Illinois, 61802, or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices required or desired to be furnished to Landlord by Tenant shall be in writing and shall be furnished by mailing the same by certified mail to Landlord addressed to Champaign County Administrator/Facilities & Procurement, 1776 East Washington Street, Urbana, Illinois 61802. All notices to Tenant shall be in writing and shall be furnished by Landlord by mailing the same by certified mail addressed to Regional Planning Commission, 1776 East Washington Street, Urbana, Illinois 61802.

ARTICLE XVIII

Governing Law

This lease shall be construed, enforced, and considered made in accordance with the laws of the State of Illinois.

ARTICLE XIX

Titles

All titles, captions and headings contained in this lease are for convenience only and shall not be taken into consideration in any construction or interpretation of this lease or any of its provisions.

ARTICLE XX

Entire Agreement

The terms of this lease constitute the whole and entire agreement between the parties and supersede any and all prior understandings, discussions, agreements or otherwise between the parties hereto with respect to the subject matter hereof.

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 to be an original.

Landlord:

COUNTY OF CHAMPAIGN, ILLINOIS

By: C. Pius Weibel Date: 6/23/17
C. Pius Weibel, Chair
Champaign County Board

ATTEST: Gordy Hulten
Gordy Hulten, County Clerk and *Ex-Officio* Clerk of the County Board

Tenant:

REGIONAL PLANNING COMMISSION

By: [Signature] Date: 5-16-17

ATTEST: [Signature]

**AMENDMENT TO JANUARY 1, 2017 LEASE AGREEMENT
BETWEEN THE COUNTY OF CHAMPAIGN AND
THE REGIONAL PLANNING COMMISSION**

May 24, 2019

The County of Champaign ("Landlord") and the Regional Planning Commission ("Tenant") hereby agree to amend the Lease Agreement between them, dated January 1, 2017, as follows:

1. Article 1 under the heading "PREMISES", in the Lease Agreement, is replaced with the following paragraph:

"Landlord does hereby lease to Tenant office space located in POD #100 of the Champaign County Brookens Administrative Center, which is located at 1776 East Washington Street, Urbana, Illinois. The tenant will lease 15,950 square feet of office space during the period of January 1, 2017 – December 31, 2021. Additionally, beginning June 1, 2019, Tenant will lease two additional offices at the Brookens Administrative Center POD #300 totaling 479 square feet (1st office 150 sq. ft. and 2nd office 329 sq. ft.). The total square footage under the 2017 Lease Agreement was 15,940 sq. ft. and now with the addition of the POD #300 offices of 479 sq. ft. the total leased space equals 16,429 sq. ft." The office space leased is identified in the floor plan of the Brookens Administrative Center which is attached as Exhibit B.

2. Beginning on June 1, 2019, Tenant shall pay the County \$281.05 per month (in addition to the previously agreed upon \$9,358.71 per month) through December 31, 2019.
3. Article III under the heading "Rent", beginning at section d), in the Lease Agreement, is replaced with the following paragraphs:
 - d) From January 1, 2020 – December 31, 2020 – The rent for this term shall be \$127,160.46 with a monthly payment of \$10,596.70, due on the first day of each calendar month.
 - e) From January 1, 2021 – December 31, 2021 – The rent for this term shall be \$139,975.08 with a monthly payment of \$11,664.59, due on the first day of each calendar month.
4. All other terms and conditions of the aforementioned January 1, 2017 Lease Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, which is effective on the day and year stated in the beginning of this Amendment.

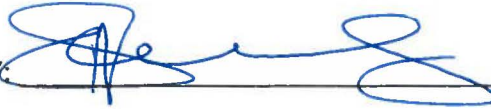
COUNTY OF CHAMAPAIN

BY: 

TITLE: County Executive

DATE: 5-31-19

Regional Planning Commission

BY: 

TITLE: CEO

DATE: 5/28/19

Brookens POD #300

