

**SUBLEASE AGREEMENT BETWEEN CHAMPAIGN COUNTY, THE REGIONAL
SUPERINTENDENT OF SCHOOLS, AND THE RURAL CHAMPAIGN COUNTY
SPECIAL EDUCATIONAL COOPERATIVE**

This Sublease Agreement is made by and between the Sublessors, Champaign County ("County"), the Regional Superintendent of Schools ("Superintendent"), and the Regional Office of Education, Champaign and Ford Counties, Illinois ("ROE"), the County of Champaign and the County of Ford (collectively, "Lessees", or "Sublessors"), and Sublessees, Rural Champaign County Special Education Cooperative ("Sublessees"), an intergovernmental organization of school boards organized to created pursuant to the School Code (105 ILCS 5/10-22.31) and Intergovernmental Agreement Act (5 ILCS 220/1, et seq.).

RECITALS

WHEREAS, the Sublessors have leased a portion of the Myna Thompson School in Rantoul, Illinois ("Thompson School"), from Rantoul City Schools ("RCS") for use for ROE purposes under the RCS Lease Agreement (attached hereto as Exhibit I, and incorporated herein pursuant to Paragraph 27 below); and

WHEREAS, the Sublessors have entered the RCS Lease Agreement for the entire area indicated therein to preserve a future right to such space when needed, and because doing so was an economically feasible way to obtain immediate use of portions of such space; and

WHEREAS, the Sublessors have determined that portions of the space it has leased at the Thompson School designated as rooms 60, 69, 80, 81, 82, 83, 84, 85, 86, and 91 on Exhibit II (attached hereto and incorporated herein by reference, collectively, "sublease demised premises") will not be needed by Sublessors during the term of this Sublease; and

WHEREAS, the Sublessees desire to lease the sublease demised premises for purposes of administrative offices and providing educational services to those within the service region of ROE; and

WHEREAS, the parties' legal authority to enter this sublease comes from several sources, including, but not limited to: 5 ILCS 220/1, et seq.; and 55 ILCS 5/5-1049.2 (as to the County, and the Superintendent as its delegate); and 105 ILCS 5/10-22.31 (as to Sublessees).

WHEREAS, for the limited term of this sublease, use of the sublease demised premises under the RCS Lease Agreement is no longer necessary, appropriate, required for the use of or profitable to the County, and use of the sublease demised premises for the Sublessees purposes is in the best interests of the County and ROE; and

WHEREAS, the parties have reached agreement as to the terms of the sublease, and desire to reduce their agreement to writing hereby.

NOW, THEREFORE, in consideration of the premises, the promises and covenants, the rental payment and other payments provided for herein below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals Incorporated.** The recitals hereof form a part of the consideration of

this Agreement, are agreed and found by the parties to be true, and as such are made a part of this paragraph as if set forth here, verbatim.

2. **Sublease.** Sublessors do demise and Sublease to the Sublessees, for the term defined in paragraph 3 hereof, the sublease demised premises.

- a. **Use of Sublease Demised Premises.** The sublease demised premises shall be used and occupied by the Sublessees as classrooms, storage, and administrative offices. In addition, the Sublessees may have non-exclusive access and use for the Sublessees and the Sublessees employees, agents, invitees, vendors and guests to common hallways and stairs, restrooms, and parking on the blacktop area adjacent and immediately to the north of the Thompson School.
- b. **Parking.** Parking shall be limited to normal business hours, subject to such reasonable rules and regulations as RCS and Sublessor may from time to time impose upon Sublessors relative to the use of such parking spaces. The parking spaces shall be used only for parking vehicles, and no overnight parking or other uses shall be permitted without written permission of the RCS Superintendent.
- c. **Storage or Use of Common or Other Areas.** Without the prior written approval of the RCS Superintendent and Sublessors, the Sublessees, and their employees, agents, suppliers, vendors, invitees or guests, or the ROE shall not use or be permitted to use for storage or occupancy any part of the common areas, or otherwise use any parts of the Thompson School or grounds, except as provided herein. RCS and Sublessors may from time-to-time impose reasonable rules and regulations upon the use of common areas.

3. **Term.** The term of this Sublease is July 1, 2005, through July 1, 2006. This Sublease shall be renewed automatically each for a successor term of July 1 through July 1, unless notice is given by either the Sublessees or Sublessor to the other party on or before June 1 that the Sublease shall not be renewed for the term commencing that July. Unless otherwise agreed in writing, the compensation for the renewed term shall be a 5% increase over the compensation for the previous term. At the end of the term, or the end of all renewals of the original term, the Sublessees shall return the sublease demised premises in the same condition as at the commencement of this Sublease, ordinary wear and tear excepted.

4. **Rental Fee.** The Sublessees shall pay a rental fee of \$31,172.82 per year to Champaign County.

5. **Maintenance Utility and Custodial Services.** Sublessors shall extend to the Sublessees all maintenance, custodial services and utilities to the sublease demised and common areas, to which it is entitled under its lease with RCS, subject to payment for extraordinary expenses, as stated in Paragraph 6.

6. **Extraordinary Expenses.** In addition to the payments specified in Paragraph 4 hereof, the Sublessees shall reimburse Sublessors for any extraordinary utility, custodial or maintenance expenses incurred by the Sublessees and occasioned by the activities of the Sublessees or their employees, invitees, guests, vendors or contractors, which Sublessors shall be liable to RCS for under Paragraph 6 of the RCS Lease Agreement. Sublessors shall promptly

forward to the Sublessees any statement of such expenses provided it by RCS, and the Sublessees shall make payment to Sublessors within thirty (30) days of receipt.

7. **Requests for Extraordinary Services.** Any request for special services shall be in writing and shall be directed to the RCS Superintendent and to Sublessor. In case of emergency or unexpected services, or if the Sublessees fails to provide notice for need for special services in advance, the costs for special services shall be calculated as other costs of services provided in the RCS Lease Agreement.

8. **Uses Permitted and Certain Sublessee Responsibilities.** The Sublessees shall use the sublease demised premises for office space, storage, and classrooms. No other uses shall be permitted except upon the written approval of the RCS Superintendent and the Sublessor. The Sublessees shall not use the premises in any manner which violates any local, state or federal ordinance, statute or regulation. No animals or pets shall be kept or harbored in or upon the premises at any time. The Sublessees shall store all garbage, refuse and scraps in covered trash containers prior to removal, and not store or leave any property outside of the sublease demised premises. The Sublessees shall comply with reasonable requests by RCS and Sublessor and shall cooperate reasonably with RCS in carrying out of RCS's responsibilities under the RCS Lease Agreement, and Sublessor in carrying out its responsibilities hereunder.

10. **Furnishings and Equipment.** The Sublessees may furnish the sublease demised premises with reasonable furniture and office equipment, such as computers and printers, typewriters, adding machines, copying machines and the like. Before installing any other equipment which is likely to substantially increase cost of electric service, or electrical loads, the written approval shall first be obtained from the RCS Superintendent and Sublessors. Subject to the provisions concerning asbestos containing building materials, the Sublessees is responsible to provide at its own expense telephone and Internet service and equipment.

11. **Asbestos Containing Building Materials.** RCS and Sublessors hereby disclose to the Sublessees that certain building materials in the Thompson School contain asbestos. Under the RCS Lease Agreement, the Sublessees may have reasonable access to written information, including drawings, in the possession of RCS, or coming into its possession, regarding asbestos or its abatement or the presence thereof in the Thompson School.

- a. **No Alterations of Building Materials.** Due to the presence of asbestos containing building materials throughout the the Thompson School, the Sublessees shall not cause, suffer or allow damage, alteration, or penetration of, without limitation, any wall, floor, ceiling or floor covering, pipe, duct fixture, surface, structural or other element of the structure of the Thompson School. Pursuant to the RCS Lease Agreement, the Sublessees may request of RCS installation of equipment or fixtures which may involve repair, damage, alteration, or penetration of any wall, ceiling or floor. The Sublessees must obtain approval from Sublessors before making any such request of RCS.
- b. **Costs and Expenses of Cleanup.** In addition to any compensation provided by any other provision of this Agreement, should any cleanup of any hazardous material, including, but not limited to asbestos, be necessitated because of the negligence

or intentional misconduct of the Sublessees, or their employees, invitees, or guests, or due to failure of the Sublessees to comply this Agreement, then all costs and expenses reasonably related thereto, including the fees of consultants, experts and attorneys, shall be paid by the Sublessees.

12. **Liability Insurance.** During the entire term of this Agreement and any extensions or renewals thereof, both the Sublessees and Sublessors shall obtain and maintain liability insurance covering all activities related to, or which will be conducted by the Sublessees or Sublessors at the Thompson School, and each shall cause the other and RCS to be named as an additional insured in such policies.

In any event of loss or damage to the building, the premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible, without additional cost, each party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of such insurance, and each party, to such extent permitted, for itself and its insurers waives all such insured claims against the other party.

13. **Obligations of Insurance.** Each party shall be responsible to maintain insurance against fire, wind, hail, and other perils of loss to property, whether real or personal, located within or on the property of the Thompson School. Subject to Paragraph 12, neither party shall be obligated to insure the property of the other.

14. **Casualty Loss to the Thompson School.** In the event the sublease demised premises or the common areas shall be damaged by fire, flood, windstorm, earthquake or any other casualty to such an extent that the premises cannot be restored to as good a condition as it was prior to such damage within ninety (90) days thereafter, either RCS, Sublessors, or the Sublessees shall have the right to cancel and terminate this Sublease, in which event payments shall be adjusted as of the date of the damage or destruction. Should RCS agree to repair the sublease demised premises under the RCS Lease Agreement, and until such repairs are completed, all payments from the Sublessees to Sublessor payable here under shall abate, unless the Sublessees shall continue to use at least fifty percent (50%) of the floor area of the sublease demised premises, in which event the payments shall be reduced to an amount proportionate to the undamaged floor, space used by the Sublessees during such repair period. Neither RCS nor Sublessors shall have an obligation to repair property of the Sublessees, whether or not fixtures.

15. **Assignment and Subleases – Consent.** The sublease demised premises shall not be assigned or further sublet in whole or in part.

16. **Right to Enter.** RCS and Sublessor, and their respective employees, agents and contractors shall have the right to enter upon the sublease demised premises and common areas at all times to perform its obligations under the RCS Lease Agreement, and to satisfy themselves of compliance by any party with the terms of the RCS Lease Agreement and this sublease. However, the Sublessees may require reasonable notice from RCS or Sublessor before either accesses areas where information required by law to be kept confidential is kept. Pursuant to the RCS Lease Agreement, RCS may enter any area covered by this Agreement at any time in case of emergency.

17. **Loss and Indemnity.** The Sublessees shall defend, indemnify and hold

Sublessor harmless of and from any and all losses, liabilities, damages, injuries, claims, demands, suits, actions and causes of action, costs and expenses, whether or not covered by its own insurance, including legal fees and defense costs, of any and all persons whomsoever, suffered in, upon or about the sublease demised premises if and to the extent such losses are proximately caused by negligence or intentional misconduct of the Sublessees, its employees or during the term of this Agreement or any extensions or renewals thereof, provided, however, the Sublessees shall have no responsibility for losses if and to the extent they are proximately caused by the negligence or intentional misconduct of Sublessors.

18. **Waiver - Breach - Attorneys Fees.** Either party or RCS may terminate this Sublease upon 60 days notice upon the failure of the other party to fully comply with the provisions thereof. The non-breaching party shall be entitled to damages, expenses and reasonable attorneys fees for the enforcement of the provisions of this Sublease. Waiver by Sublessor of any breach of this Sublease which is also a breach of the RCS Lease Agreement shall only be effective with the approval of RCS. Waiver in a single instance or repeatedly, by either Sublessor or RCS, shall not be construed as a waiver of its rights under this Sublease because of similar or additional breaches. Further, such waiver shall not in any manner be construed as a waiver by RCS or Sublessor of the Sublessees' obligation to adhere to the terms and conditions of this Sublease, nor as a waiver of any claim for damages or other remedy by reason of such breach.

19. **Hazardous or Illegal substances.** The parties shall not suffer or permit the storage or presence of illegal or hazardous substances about the premises or common areas. This shall not extend to the presence of building materials incorporated into the Thompson School prior to the occupancy of the Sublessees at the Thompson School.

20. **Inspection and Access by RCS and Sublessor.** Sublessors, RCS and RCS's contractors, agents, servants and employees shall have the right to enter the sublease demised premises at all reasonable times to inspect and examine the sublease demised premises. Pursuant to the RCS Lease Agreement, RCS and RCS's contractors, agents, servants and employees shall have the right to enter the sublease demised premises at all reasonable times to make alterations, changes, or repairs to or perform maintenance on the sublease demised premises as herein required and/or to make repairs for the preservation or maintenance of the sublease demised premises.

21. **Holding Over.** Should the Sublessees fail to vacate the premises at the termination of this Agreement, either at the end of a term or upon prior termination, then the monthly rental charge effective as of such failure to vacate shall be equivalent to one tenth of the then-current annual rent payable to Sublessor for every day, or fraction of each day, past the termination date.

Should the Sublessees' failure to vacate the premises be the basis for Sublessors' failure to vacate the premises in compliance with the RCS Lease Agreement, the Sublessees shall be liable to Sublessor for the entire charge RCS imposes on Sublessors for holding over under that agreement. This sum shall be prorated, based upon square footage, among all sublessees responsible for the hold over.

22. **Notices.** Notices hereunder shall be in writing and, except as otherwise herein provided, shall be effective upon hand delivery thereof, or by the mailing thereof by Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

RCS:

Superintendent
Rantoul City School District
400 East Wabash Avenue
Rantoul, Illinois 61866

SUBLESSORS:

Regional Superintendent of Education
Champaign and Ford Counties, Illinois
200 S. Frederick St.
Rantoul, Illinois 61866

SUBLESSEES:

Rural Champaign County Special Education Cooperative
Kevin Dill
201 South Sheldon Street
Rantoul, Illinois 61866

24. **Time of the Essence.** The time for performance of the obligations of the parties is of the essence of this Agreement,

25. **Choice of Law & Severability.** This Agreement shall be construed pursuant to the laws of the State of Illinois. If any portion or section of this Agreement should be determined illegal, invalid or unenforceable by a court of competent jurisdiction, said determination shall not effect or abrogate the remainder of this Agreement, which shall remain in full force and effect.

26. **Effect of Agreement - Whole and Entire Agreement.** This Agreement is the whole and entire Agreement, and supersedes all prior Agreements, Leases, Subleases, arrangements, customs and course of dealing. No other document becomes a part of this Agreement, except to the extent expressly referred to herein.

27. **This Sublease Is Subordinate to the RCS Lease Agreement.** This Sublease shall be subject and subordinate at all times to all of the covenants, agreements, terms, provisions and conditions of the RCS Lease Agreement. Reference in this writing to any specific provisions of the RCS Lease Agreement incorporated herein shall not be construed as a limitation on the incorporation of other provisions of the RCS Lease Agreement into this sublease.

Neither Sublessors nor the Sublessees shall do or permit anything to be done in connection with the Sublease or the Sublessees' occupancy of the sublease demised premises which will violate the RCS Lease Agreement. The Sublessees agrees to perform and observe the covenants, conditions, and terms of the RCS Lease Agreement on the part of the lessee to be performed and observed, with respect to the sublease demised premises except the covenant for the payment of rent reserved in the lease, and to indemnify sublessor against all claims, damages and expenses arising out of nonperformance or nonobservance of such covenants, conditions, and terms. The Sublessees shall bring to Sublessor's attention any conditions or activities on the premises which constitute a violation of the RCS Lease Agreement by either RCS or Sublessor.

28. The Sublessees shall keep the leased premises free and clear of liens arising out of any work performed, materials furnished or obligations incurred by the Sublessees, including mechanics' liens.

I warrant that I have read and understood this writing and its attachments, and that I am authorized to sign this lease on behalf of the party designated below.

Rural Champaign County Special Education Cooperative,

By: R - D

Date: 9/15/05

ATTEST:

Barbara Keil
9-15-05



Regional Office of Education, Champaign and Ford Counties, Lessee,

By: Judith B. Pacey
Regional Superintendent of Schools

Date: 9-12-2005

ATTEST: *Barbara Keil*



Champaign County, Lessee,

By: _____
Champaign County Board Chair

Date:

ATTEST:

LEASE AGREEMENT

This Lease Agreement is made by and between the Lessor, Board of Education ("School Board") of Rantoul City School District No.137, Champaign County, Illinois, ("RCS"), and Champaign County ("County"), the Regional Superintendent of Education of Champaign and Ford Counties, (Regional Superintendent") and the Regional Office of Education, Champaign and Ford Counties, Illinois ("ROE").

RECITALS

WHEREAS, the RCS School Board has determined that portions of the Myna Thompson School in Rantoul, Illinois will not be needed by RCS for school purposes during the term of the Lease and for the foreseeable future; and

WHEREAS, Section 10-22.11 of the Illinois School Code (105 ILCS 5/10-22.11) authorizes a school board to lease school property to other governmental entities upon such terms and conditions as may be agreed if such property will not be needed by the RCS school district during the term of the Lease; and

WHEREAS, the Lessees desire to lease a portion of the Myna Thompson School in Rantoul, Illinois from RCS School Board, and the RCS School Board desires to lease a portion of said school to the Lessees; and

WHEREAS, the parties intend that Lessees use of the Myna Thompson School shall be for only nominal rent, but that Lessees shall reimburse RCS for the expenses it incurs for maintenance, utilities and custodial services for the demised premises, and a proportionate share of common areas;

WHEREAS, the County has the duty to provide for the reasonable and necessary expenses for the use of the superintendent of schools (55 ILCS 5/5-1106), and specifically, to provide the superintendent of schools with a suitable office with necessary furniture and office supplies (105 ILCS 5/4-2);

WHEREAS, the parties' legal authority to enter this lease comes from several sources, including, but not limited to: 50 ILCS 605/3.1 (as to the County and ROE, as "municipalities"); 5 ILCS 220/1, *et seq.* (as to the County and RCS as "public agencies"); 105 ILCS 5/10-22.11 (as to RCS as a school district and both the County and ROE as "bodies politic and corporate"); and 30 ILCS 350/17(b) (as to the County as a governmental unit and ROE as a "body politic" and "governmental agency");

WHEREAS, the parties have reached agreement as to the terms of the Lease, and desire to reduce their agreement to writing hereby.

NOW, THEREFORE, in consideration of the premises, the promises and covenants, the rental payment and other payments provided for herein below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals Incorporated.** The recitals hereof form a part of the consideration of this Agreement, are agreed and found by the parties to be true, and as such are made a part of this paragraph as if set forth here, verbatim.

2. **Lease.** RCS does demise and Lease to the Lessees, for the term defined in paragraph 3 hereof, of the Myna Thompson School for the purposes set forth herein, as is indicated by the areas marked in blue on the attached Exhibit "A," ("the demised premises"),

a. **Use of Demised Premises.** The demised premises shall be used and occupied by the Lessees for the offices of the Regional Superintendent, ROE and the Champaign-Ford County Educational Service Region, and their related functions and activities described herein. In addition, the Lessees may have non-exclusive access and use for Lessees' and Lessee's employees, agents, invitees, vendors and guests to common hallways and stairs, restrooms, and parking on the blacktop area adjacent and immediately to the north of Myna Thompson School.

b. **Parking.** Parking shall be limited to normal business hours, subject to such reasonable rules and regulations as RCS may from time to time impose relative to the use of such parking spaces. The parking spaces shall be used only for parking vehicles, and no overnight parking or other uses shall be permitted without written permission of the RCS Superintendent.

c. **Storage or Use of Common or Other Areas.** Without the prior written approval of the RCS Superintendent, the Lessees, and the employees, agents, suppliers, vendors, invitees or guests, of Lessees shall not use or be permitted to use for storage or occupancy any part of the common areas, or otherwise use any parts of the Myna Thompson School or grounds, except as provided herein. RCS may from time-to-time impose reasonable rules and regulations upon the use of common areas, provided such rules do not interfere with the quiet enjoyment of the premises to be used exclusively by Lessees under this Agreement, and provided such rules do not place upon Lessees any burdens not placed upon other users of the building.

3. **Term.** The term of this Lease is July 1, 2005, through June 30, 2006. This Lease shall be renewed automatically each July 1 for a successor one year duration, unless notice is given by either Lessee or RCS to the other party on or before May 1 that the Lease shall not be renewed. At the end of the term, or the end of all renewals of the original term, Lessees shall return the demised premises in the same condition as at the commencement of this Lease, ordinary wear and tear excepted.

4. **Rental Fee.** The County, on behalf of the Regional Superintendent and Education Service Region shall pay a rental fee of \$1.00 per year to RCS School Board.

5. **Maintenance Utility and Custodial Services.** RCS shall provide to Lessees maintenance, custodial services and utilities (as described and limited herein) at its costs in respect to the demised and common areas.

a. **Maintenance.** RCS shall maintain the common areas, the roof, interior and exterior walls and building systems such as pipes, ducts, boilers and lighting fixtures and structural members of the demised premises in good repair and condition, and shall maintain the parking areas of the premises and provide snow removal. RCS shall keep and maintain the interior of the premises and the doors, entryways, walls and windows of the premises in good repair, and pay all light bulb and/or window replacement. RCS shall maintain the interior and exterior of the demised premises, and common areas in a clean, neat, safe and orderly condition.

b. **Custodial Service.** Custodial services shall consist of cleaning of the demised premises and common areas.

c. **Utilities.** Utilities include only gas, electricity, water, sewer and garbage and trash disposal.

d. **Direction of Employees - Dissatisfaction.** Lessees shall not direct or interfere with the supervision or work of RCS employees performing custodial or maintenance services. Any expression of dissatisfaction on the part of the Lessees concerning the condition of the demised premises, common areas, or the custodial or maintenance services provided by RCS shall be made to the RCS Superintendent, or in his absence, the RCS Director of Building and Grounds.

6. **Payment for Maintenance, Utility and Custodial Services.** For the initial term of this lease, the Lessees shall pay the sum of \$7,750.00 per month for maintenance, custodial services and utilities. Payment shall be made monthly, the first such payment on or before July 1, (or as soon thereafter as the Lessees have approved this lease) and a like sum on the first day of each month thereafter. A new amount for said costs shall be set each year, in accordance with Paragraph 9.

7. **Extraordinary Expenses.** In addition to the payments specified in Paragraph 6 hereof, the Lessees shall reimburse RCS for any extraordinary utility, custodial or maintenance expenses incurred by Lessees and occasioned by the activities of the Lessees or their employees, invitees, guests, vendors or contractors. RCS shall provide the ROE with a statement every month covering services for the prior month. Costs for extraordinary RCS labor expenses shall be considered to be the total gross costs of all RCS employee wages and benefits and payroll taxes and other legally mandated expenses. For work completed by suppliers, utilities, contractors or subcontractors, the extraordinary expense shall be the reasonable cost of the contract.

8. **Requests for Extraordinary Services.** Any request for special services shall be in writing and shall be directed to the RCS Superintendent. In case of emergency or unexpected services, or if Lessees fail to provide notice for need for special services in advance, the costs for special services shall be calculated as other costs of services provided in this Agreement.

9. **Annual Meeting Concerning Possible Renewal.** In order that the parties may more conveniently arrange their affairs, on or before May 1 of this Lease and any extension or renewal of this Lease, a meeting shall be held at the mutual convenience of the RCS Superintendent and the Regional Superintendent, to discuss maintenance utilities and custodial service expenses for a

successor year, and other issues concerning possible renewal which may be of interest to either party. Either before the meeting, or within a reasonable time thereafter, the RCS Superintendent shall calculate anticipated costs of utilities, maintenance and custodial services for a successor year, and provide the same to the County and Regional Superintendent in writing. If the Regional Superintendent or the County does not object, or if neither party provides notice to the other of termination in accordance with Paragraph 3, then the written costs calculated and presented to the Regional Superintendent for maintenance, utility and custodial services shall be applicable commencing the succeeding July 1.

10. **Uses Permitted and Certain Lessee Responsibilities.** The Lessees and approved subleasees shall use the demised premises for office space and the lawful related activities of the Regional Superintendent and Educational Service Region, such as meetings and educational activities, or the activities of Lessee's subleasees, as approved by RCS, pursuant to Paragraph 16. No other uses shall be permitted except upon the written approval of the RCS Superintendent. Lessees shall not use the premises in any manner which violates any local, state or federal ordinance, statute or regulation. No animals or pets shall be kept or harbored in or upon the premises at any time. Lessees shall store all garbage, refuse and scraps in covered trash containers prior to removal, and not store or leave any property outside of the demised premises. Lessees shall comply with reasonable requests by RCS and shall cooperate reasonably with RCS in the carrying out of RCS's responsibilities hereunder.

11. **Furnishings and Equipment.** The Lessees may furnish the demised premises with reasonable furniture and office equipment, such as computers and printers, typewriters, adding machines, copying machines and the like. Before installing any other equipment which is likely to substantially increase cost of electric service, or electrical loads, the written approval shall first be obtained from the RCS Superintendent. Subject to the provisions concerning asbestos containing building materials, the Lessees are responsible to provide at its own expense telephone and Internet service and equipment.

12. **Asbestos Containing Building Materials.** RCS hereby discloses to the Lessees that certain building materials in Myna Thompson School contain asbestos. The Lessees and their sublessees and assigns (if any) may have reasonable access to written information, including drawings, in the possession of RCS, or coming into its possession, regarding asbestos or its abatement or the presence thereof in Myna Thompson School. The lessees shall inform any assignees or sublessees, annually, in writing, with a copy to the RCS Superintendent, of the presence of asbestos containing building materials, and the restrictions of this Agreement concerning alteration, repair or penetrations set out in this paragraph.

a. **No Alterations of Building Materials.** Due to the presence of asbestos containing building materials throughout the Myna Thompson School, Lessees shall not cause, suffer or allow damage, alteration, or penetration of, without limitation, any wall, floor, ceiling or floor covering, pipe, duct fixture, surface, structural or other element of the structure of Myna Thompson School. Lessees may request, and RCS will comply with all reasonable requests for installation of equipment or fixtures which may involve repair, damage, alteration, or penetration of any wall, ceiling or floor.

b. **Costs and Expenses of Cleanup.** In addition to any compensation provided by any other provision of this Agreement, should any cleanup of any hazardous material, including, but not limited to asbestos, be necessitated because of the negligence or intentional misconduct of Lessees, or their employees, invitees, or guests, or due to failure of Lessees to comply this Agreement, then all costs and expenses reasonably related thereto, including the fees of consultants, experts and attorneys, shall be paid by Lessees.

13. **Liability Insurance.** During the entire term of this Agreement and any extensions or renewals thereof, both the Lessees and RCS shall obtain and maintain liability insurance covering all activities related to, or which will be conducted by the Lessees or RCS, respectively, at Myna Thompson School, and each shall cause the other to be named as an additional insured in such policies.

In any event of loss or damage to the building, the premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible, without additional cost, each party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of such insurance, and each party, to such extent permitted, for itself and its insurers waives all such insured claims against the other party.

14. **Obligations of Insurance.** Each party shall be responsible to maintain insurance against fire, wind, hail, and other perils of loss to property, whether real or personal, located within or on the property of Myna Thompson School. Subject to Paragraph 13, neither party shall be obligated to insure the property of the other.

15. **Casualty Loss to Myna Thompson School.** In the event the demised premises or the common areas shall be damaged by fire, flood, windstorm, earthquake or any other casualty to such an extent that the premises cannot be restored to as good a condition as it was prior to such damage within ninety (90) days thereafter, either RCS or Lessees shall have the right to cancel and terminate this Lease, in which event payments shall be adjusted as of the date of the damage or destruction; and if neither party exercises such right to cancel this Lease within thirty (30) days after such damage, or such repairs can be made within a period of ninety (90) days, RCS agrees to repair the demised premises with due diligence, and until such repairs are completed, all payments from Lessees to RCS payable here under shall abate, unless Lessee shall continue to use at least fifty percent (50%) of the floor area of the demised premises, in which event the payments shall be reduced to an amount proportionate to the undamaged floor, space used by Lessee during such repair period. RCS's obligation to repair shall not apply to property of Lessees, whether or not fixtures.

16. **Assignment and Subleases – Consent.** The demised premises shall not be assigned or sublet in whole or in part without, in each case, the prior consent in writing of the RCS Superintendent, which consent shall not be unreasonably withheld. No assignment or sublease shall be valid, except if in writing, with a copy thereof delivered to the RCS superintendent. All covenants and agreements of this Lease shall be incorporated into such writing, either by reproduction or by reference, and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Lessee shall inform sublessees and assignees in each instance, orally and in writing, with

a copy thereof to the RCS Superintendent of the presence of asbestos containing building materials, and the limitations of this Lease contained in paragraph 12.

17. **Signage.** With the prior written consent of RCS, which consent shall not be unreasonably withheld, RCS shall affix on or near the Myna Thompson School building a sign or signs indicating the presence of the RCS's activities. Lessees shall pay the reasonable expenses for construction and erection in a workmanlike manner, shall be maintained in a neat and serviceable condition and shall comply with any applicable rules, regulations, laws, statutes and ordinances; and provided further that any damage done to the demised premises by the erection attachment or removal of any said sign or signs shall be repaired by Lessee.

18. **RCS Right to Enter.** RCS, its employees, agents and contractors shall have the right to enter upon the demised premises and common areas at all times to perform its obligations under this Lease, and to satisfy itself of compliance by any party, or permitted sublessees or assignees of compliance with the terms hereof. However, ROE may require reasonable notice from RCS before RCS accesses areas where information required by law to be kept confidential are kept. RCS may enter any area covered by this Agreement at any time in case of emergency.

19. **Loss and Indemnity.** The Lessees shall defend, indemnify and hold RCS harmless of and from any and all losses, liabilities, damages, injuries, claims, demands, suits, actions and causes of action, costs and expenses, whether or not covered by its own insurance, including legal fees and defense costs, of any and all persons whomsoever, including the Counties, Regional Superintendent of Schools, Regional Office of Education, and their respective employees, suffered in, upon or about the demised premises if and to the extent such losses are proximately caused by negligence or intentional misconduct of the Lessees or their employees or during the term of this Agreement or any extensions or renewals thereof, provided, however, the Lessees shall have no responsibility for losses if and to the extent they are proximately caused by the negligence or intentional misconduct of RCS.

20. **Waiver - Breach - Attorneys Fees.** Either party may terminate this Lease upon 60 days notice upon the failure of the other party to fully comply with the provisions thereof. The non-breaching party shall be entitled to damages, expenses and reasonable attorneys fees for the enforcement of the provisions of this Lease. Waiver by RCS of any breach of this Lease, whether in a single instance or repeatedly, shall not be construed as a waiver of its rights under this Lease because of similar or additional breaches. Further, such waiver shall not in any manner be construed as a waiver by RCS of Lessee's obligation to adhere to the terms and conditions of this Lease, nor as a waiver of any claim for damages or other remedy by reason of such breach.

21. **Hazardous or Illegal substances.** The parties shall not suffer or permit the storage or presence of illegal or hazardous substances about the premises or common areas. This shall not extend to the presence of building materials incorporated into the Myna Thompson School prior to the occupancy of Lessees at Myna Thompson School.

22. **Inspection and Access by RCS.** RCS and RCS's contractors, agents, servants and employees shall have the right to enter the demised premises at all reasonable times to inspect and examine the demised premises and to make alterations, changes, or repairs to or perform maintenance

on the demised premises as herein required and/or to make repairs for the preservation or maintenance of the demised premises.

23. **Holding Over.** Should the Lessees fail to vacate the premises at the termination of this Agreement, either at the end of a term or upon prior termination, then the monthly rental charge effective as of such failure to vacate shall be equivalent to one tenth of the then-current annual charge for custodial maintenance and utility services, prorated and due and payable to RCS for every day, or fraction of each day, past the termination date.

24. **Notices.** Notices hereunder shall be in writing and, except as otherwise herein provided, shall be effective upon hand delivery thereof, or by the mailing thereof by Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

LESSOR:

Superintendent
Rantoul City School District
400 East Wabash Ave.
Rantoul, Illinois 61866

LESSEE:

Regional Superintendent of Education
Champaign and Ford Counties, Illinois
200 S. Frederick St.
Rantoul, Illinois 61866

County of Champaign
Denny Inman
1776 East Washington
Urbana, Illinois 61802

25. **Time of the Essence.** The time for performance of the obligations of the parties is of the essence of this Agreement.

26. **Choice of Law & Severability.** This Agreement shall be construed pursuant to the laws of the State of Illinois. If any portion or section of this Agreement should be determined illegal, invalid or unenforceable by a court of competent jurisdiction, said determination shall not effect or abrogate the remainder of this Agreement, which shall remain in full force and effect.

27. **Effect of Agreement - Whole and Entire Agreement.** This Agreement is the whole and entire Agreement, and supersedes all prior Agreements, Leases, arrangements, customs and course of dealing. No other document becomes a part of this Agreement, except to the extent expressly referred to herein.

Lessor covenants that if, and so long as Lessees pay the rent, maintenance, utility and custodian expenses, and other payments as herein provided, and performs the covenants of this lease, Lessees shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provisions of this Agreement.

Board of Education of Rantoul City School District No. 137, Lessor,

By: *Ten-Myer*
President

Date: 8/20/05

ATTEST:

Secretary

Kath. A. Heller

Regional Office of Education, Champaign and Ford Counties, Lessee,

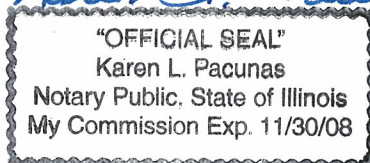
By: *Judith B. Pacunas*
Regional Superintendent of Schools

Date: 8/8/05

ATTEST:

Karen L. Pacunas

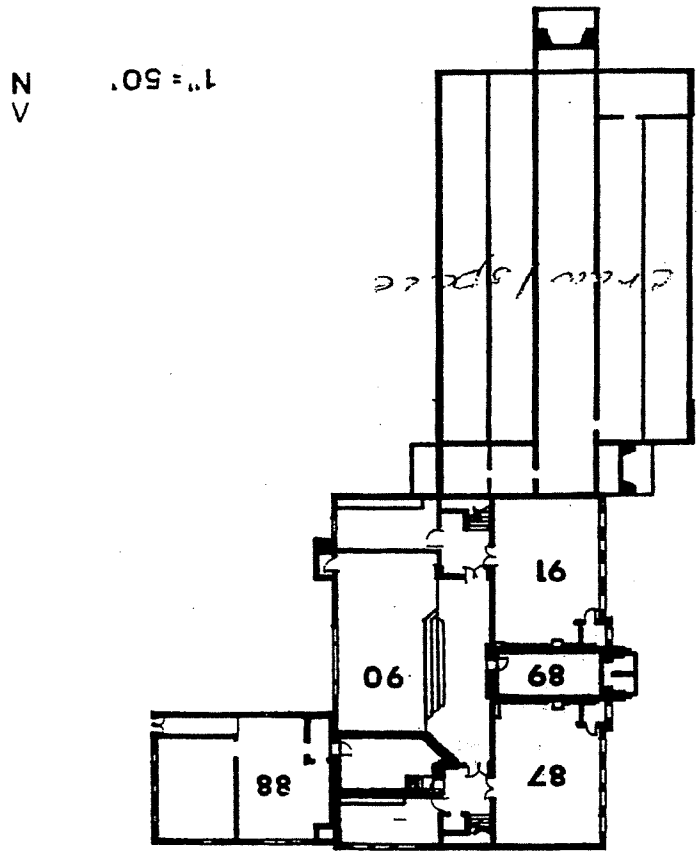
Champaign County, Lessee,



By: *Barbara Wysocki*
Champaign County Board Chair

Date:

ATTEST: *Mark Shelch*



marked Areas - hallways/Restrooms
ROE
TRCCEC
RCS

— 1 HR. CONSTRUCTION

MYRA THOMPSON BUILDING
 RANTOUL CITY SCHOOLS
 RANTOUL, ILLINOIS
 BASEMENT PLAN

MYNA THOMPSON BUILDING

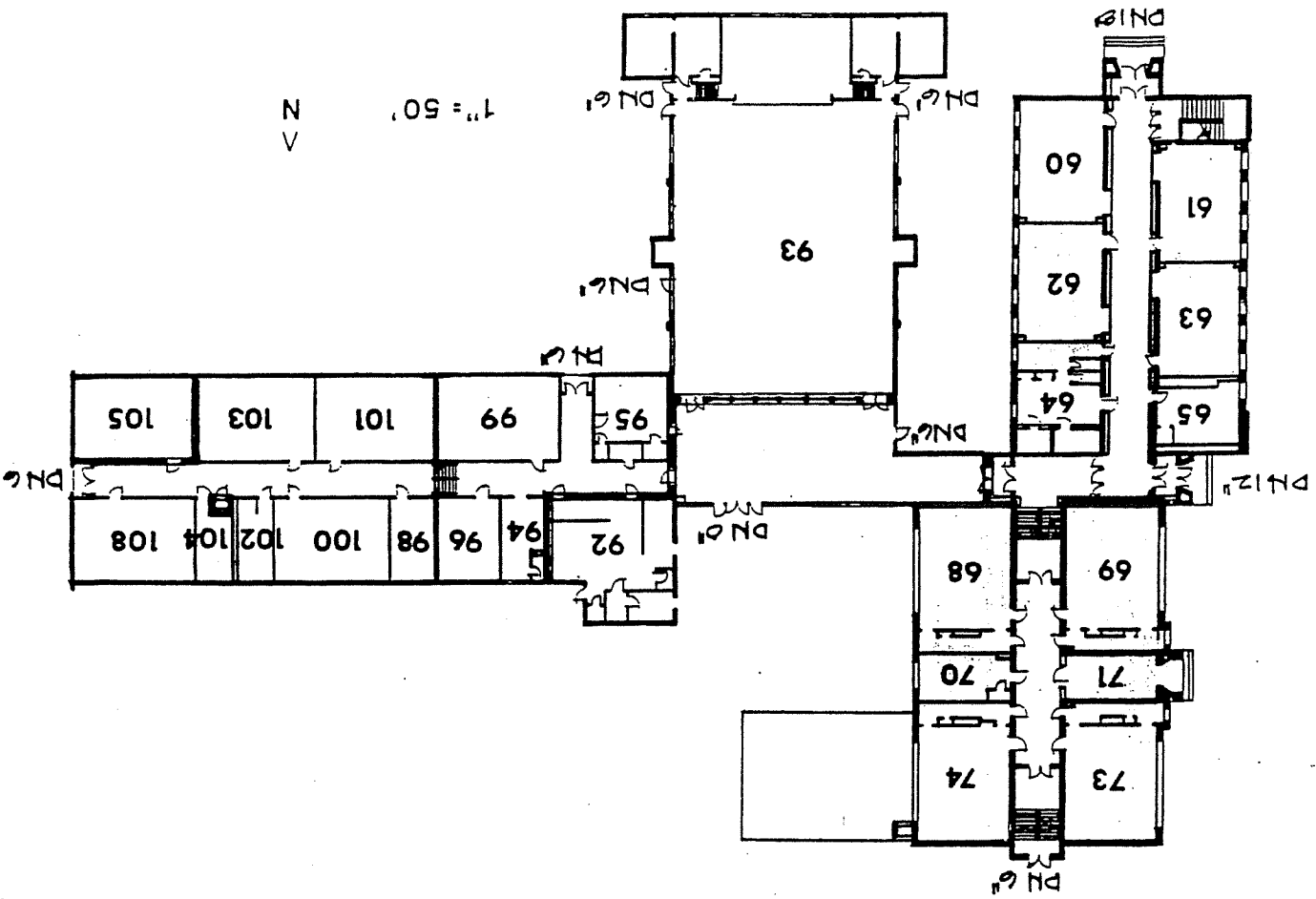
RANTOUL CITY SCHOOLS

RANTOUL, ILLINOIS

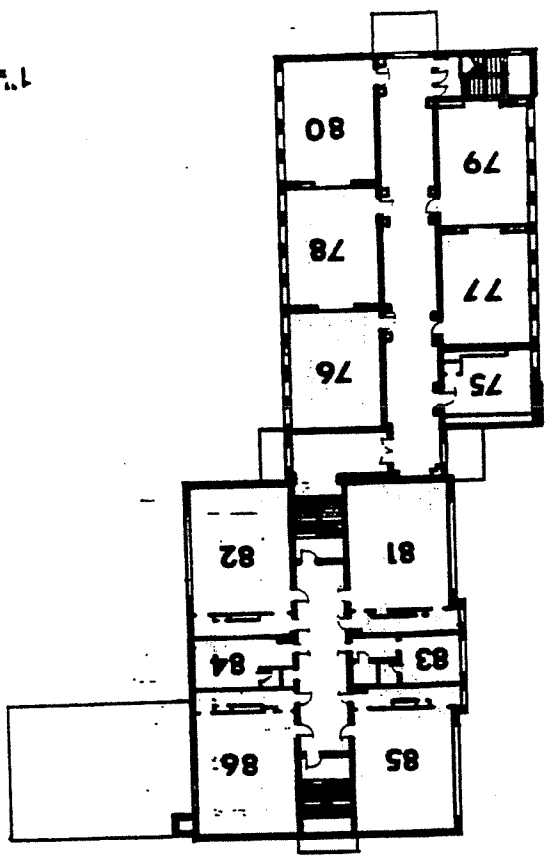
FIRST FLOOR PLAN

— 1 HR. CONSTRUCTION

RCS
 ROE
 RCCSBC
 unmarked areas - hallways / Restrooms



N 1:50' V



unmarked areas - hallways / restrooms

RCCSEC

RDE

RCS

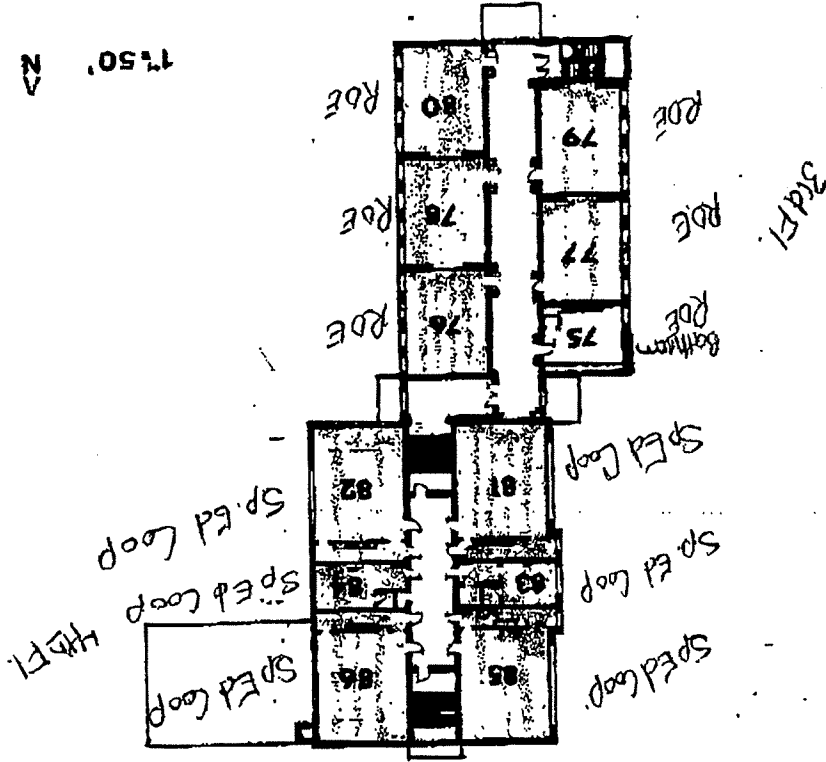
MYNA THOMPSON BUILDING
 RANTOUL CITY SCHOOLS
 RANTOUL, ILLINOIS
 SECOND FLOOR PLAN

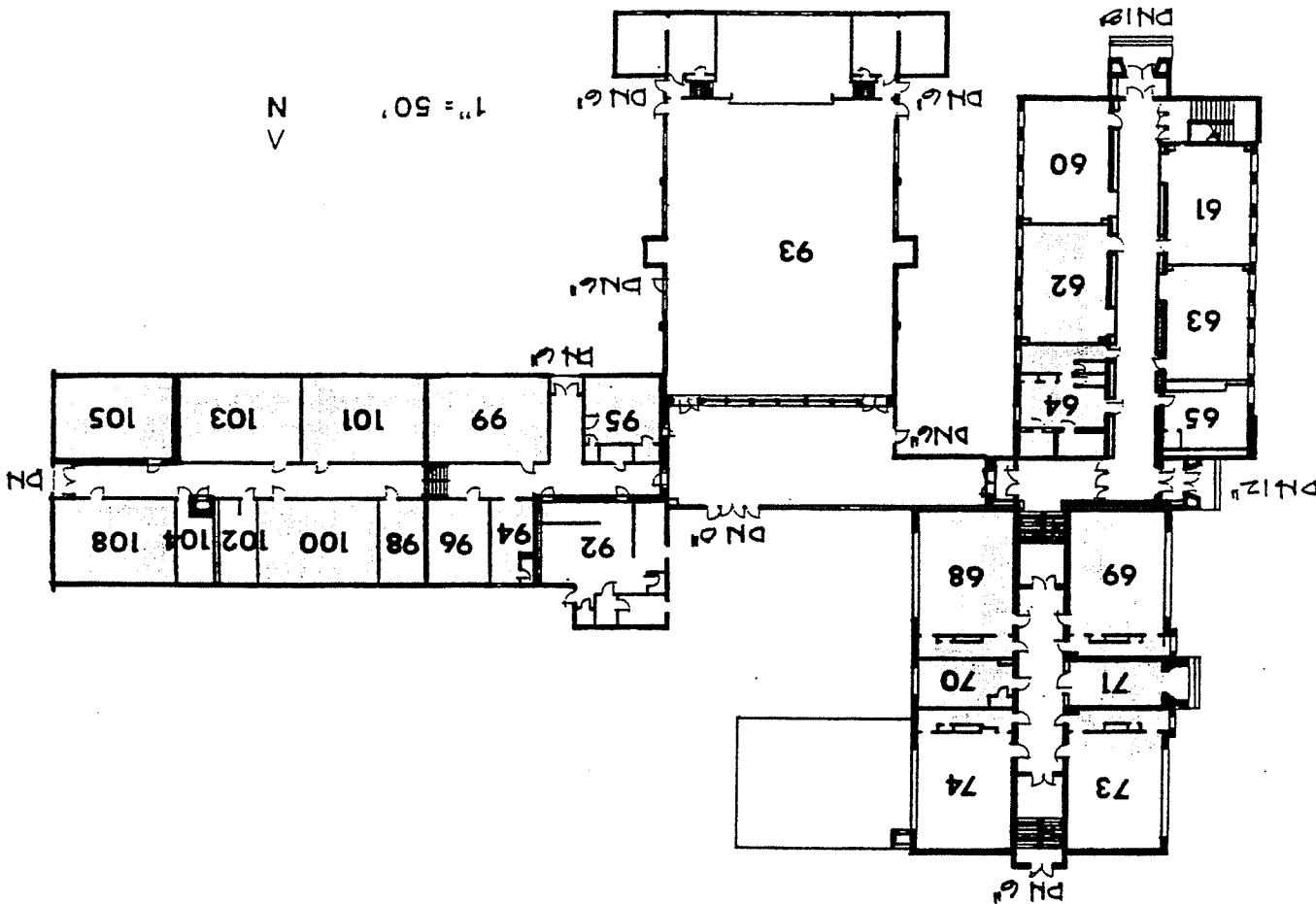
Exhibit II

WYNA THOMPSON BUILDING
 RANTOUL CITY SCHOOLS
 RANTOUL, ILLINOIS
 SECOND FLOOR PLAN
 3/11/10

RCS RCE ROE

unmarked areas - hallways/restrooms





unmarked areas - hallways / Restrooms

RCS
 ROE
 RCCSBC

— 1 HR. CONSTRUCTION

MYRA THOMPSON BUILDING
 RANTOUL CITY SCHOOLS
 RANTOUL, ILLINOIS
 FIRST FLOOR PLAN

2/2

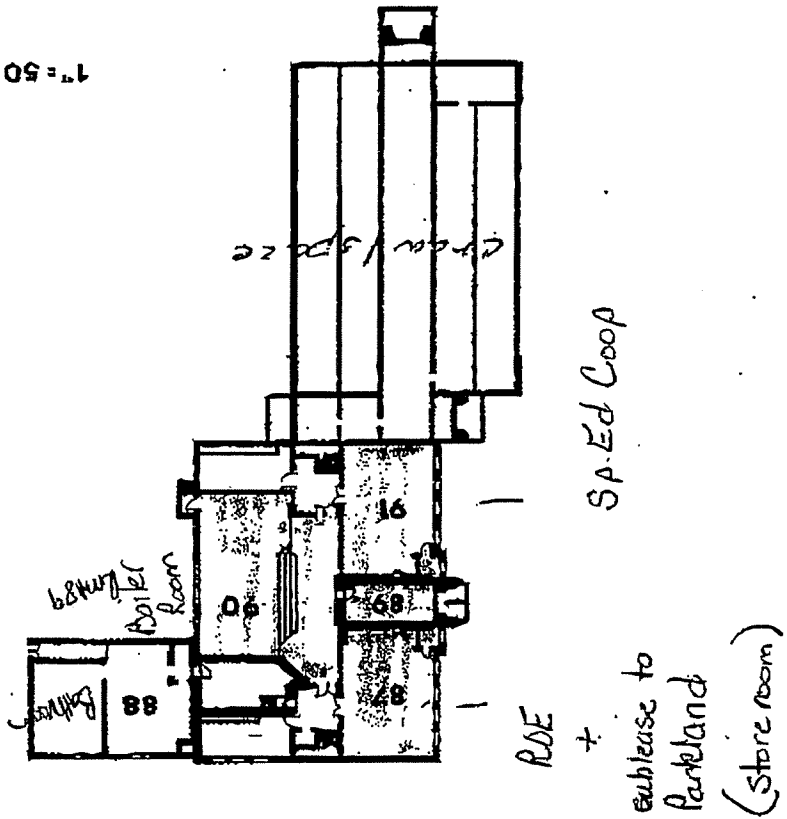
Exhibit II

MYNA THOMPSON BUILDING
RANTOUL CITY SCHOOLS
RANTOUL, ILLINOIS
BASEMENT PLAN

— 1 HR. CONSTRUCTION

POE
POE
unmarked Areas - hallways/Restrooms

RCS



1" = 50'
N

