

LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE URBANA PARK DISTRICT

THIS LEASE AGREEMENT is made effective as of June 8 2021, by and between the County of Champaign (hereinafter referred to as "Landlord") and the Urbana Park District (hereinafter referred to as "Tenant").

ARTICLE I

Premises

Landlord does hereby lease to Tenant space located in POD #400 of the Champaign County Brookens Administrative Center, which is located at 1776 East Washington Street, Urbana, Illinois. The Tenant will lease 12,957 square feet of space on the first floor and 875 square feet of space on the east mezzanine during the period of **June 1, 2021-May 31, 2026**. The space leased is identified in the floor plan of the Brookens Administrative Center, which is attached as Exhibit "A".

ARTICLE II

Term

This lease agreement shall be in effect for five successive one-year terms, commencing on **June 1, 2021**. Each one-year term commences on **June 1** and ends on **May 31**. This lease agreement terminates on **May 31, 2026**. Either party may terminate this lease agreement, for any reason, with written notification at least one hundred and twenty (120) days prior to the end of each one-year term.

ARTICLE III

Rent

Rent for said premises shall be at the following rates:

a) **From June 1, 2021 to May 31, 2022** - The rent for this term shall be **\$54,848.00** annually (\$3.84 x 12,957 sq. ft. and \$5.82 x 875 sq. ft.).

b) **From June 1, 2022 to May 31, 2023** - The rent for this term shall be \$54,848.00 multiplied by the percent increase to CPI (as documented to Champaign County by the Illinois Department of Revenue in January 2022, 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 June 1, 2023 to May 31, 2024** - The rent for this term shall be the amount paid from June 1, 2022 to May 31, 2023 multiplied by the percent increase to CPI (as documented to Champaign County by the Illinois Department of Revenue in January 2023, 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%.

d) **From June 1, 2024 to May 31, 2025** - The rent for this term shall be the amount paid from June 1, 2023 to May 31, 2024 multiplied by the percent increase to CPI (as documented to Champaign County by the Illinois Department of Revenue in January 2024, 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%.

e) **From June 1, 2025 to May 31, 2026** - The rent for this term shall be the amount paid from June 1, 2024 to May 31, 2025 multiplied by the percent increase to CPI (as documented to Champaign County by the Illinois Department of Revenue in January 2025, 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 IV

Utilities

At no additional cost to Tenant, Landlord shall provide electric current, plumbing, and heat and air conditioning during the appropriate seasons. 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 for recreational and related activities consistent with Tenant's organizational mission for the citizens of Urbana and Champaign County, 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 or of 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. Tenant shall serve upon Landlord within ninety (90) days of commencement of this lease written notice specifying what parts, if any, of the leased premises are not in good order.

ARTICLE VI

Tenant's Responsibilities

The Tenant shall, for the period of the lease, maintain the leased premises in the following manner:

a) Cut all grass of the Brookens Administrative Center properties in the same manner as it has for the past twenty years of the original lease, identified in Appendix B. Mowing should be done on a reasonable schedule, which is approved by the Landlord;

b) Provide snow removal for the North parking lot C of Brookens Administrative Center, identified in Appendix C, when the snow is 1" or more, prior to 7:00am on weekdays;

c) Provide plantings for and maintain a flower garden in a mini-park area near the Brookens Center signs located at the corner of Washington and Lierman, and, by the Urbana Park District entrance to POD #400;

- d) Provide janitorial services for areas of POD#400, which are occupied by the Tenant.

ARTICLE VII

Insurance

Tenant shall, at its expense, maintain public liability and property damage insurance with the liability limits of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate, and property limits of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate insuring against liability of Landlord and its authorized representatives arising out of and in connection with Tenant's use of occupancy of the leased space.

The County of Champaign shall be named as an additional insured on the insurance policy.

All insurance required under this lease shall:

- a) Be issued by insurance companies authorized to do business in the State of Illinois, with a financial rating of at least A+ #A status as rated in the most recent edition of Best's Insurance Reports;
- b) Be issued as a primary policy;
- c) Contain an endorsement requiring 30 days' written notice from the Insurance Company to both parties before cancellation or change in the coverage, scope, or amount of any policy;
- d) Be renewed no less than 20 days before the expiration of the term of the policy.

Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the Landlord at the commencement of the term and on each renewal of the policy.

ARTICLE VIII

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 IX

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 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 X

Parking

Appendix C identifies Brookens Administrative Center Parking Lots A, B, C, and D.

a) At no additional cost to Tenant, Tenant's employees and guests may park in the north parking lot C, located at the northern and northeastern portion of the property. Parking spaces shall be available on a 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, designated as Parking Lot A, and in the northeastern parking lot off of Lierman Avenue, designated as Parking Lot D. Parking spaces shall be available on a first-come-first-served basis.

c) The Tenant shall allow the Landlord the daily use of Parking Lot B, for use by employees of the Brookens Administrative Center during regular Monday thru Friday business hours.

ARTICLE XI

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 XII

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 such damage occurs during the last six (6) months of a one-year term of this lease agreement, this lease agreement shall terminate and rent shall be abated beginning the day after the casualty event. 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 leased premises is wholly tenantable. 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 XIII

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 XIV

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. Rent default shall be cured within 15 days of the notice, and other defaults shall be cured within 21 days of the notice. Landlord may extend the time to cure if tenant fails to cure within the required time, and shall extend the time to cure so long as Tenant is diligently pursuing cure of its default. On the date specified in the notice, or on the date specified by the Landlord's extension of time to cure, this lease agreement will terminate, and Tenant will then quit and surrender the premises to Landlord, and the Tenant will remain liable for any deficiencies in rent or damage to the property. If the lease is terminated because of Tenant's default, 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 XV

Cumulative Remedies and Waiver

The specified remedies to which either party 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 a party may be lawfully entitled in case of any breach or threatened breach by the other of any provision of this lease. The failure of a party to insist on strict performance of any covenant or condition of this lease or to exercise any option herein contained in any one instance shall not be construed as a waiver of such covenant, condition, or option in any other instance. No waiver by either party of either any provision of this lease shall be deemed to have been made unless expressed in writing and signed by the other party.

ARTICLE XVI

Partial Invalidity

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

ARTICLE XVII

Successors

All 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 XVIII

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 Urbana Park District, 303 W. University Avenue, Urbana, IL 61801.

ARTICLE XIX

Governing Law

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

ARTICLE XX

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 XXI

Entire Agreement

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

ARTICLE XXII

Amendment


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

(Signatures on following page)

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

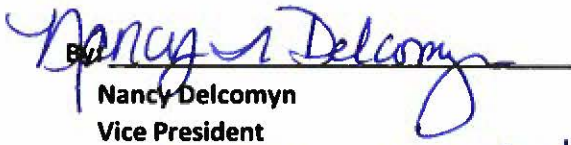
By: 
Darlene Kloeppel, Executive
Champaign County Executive

Date: June 28, 21

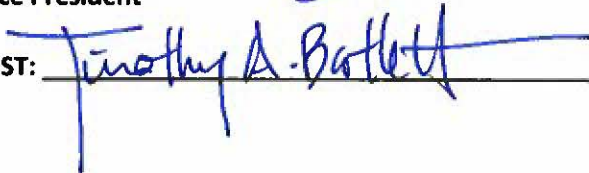
ATTEST: 

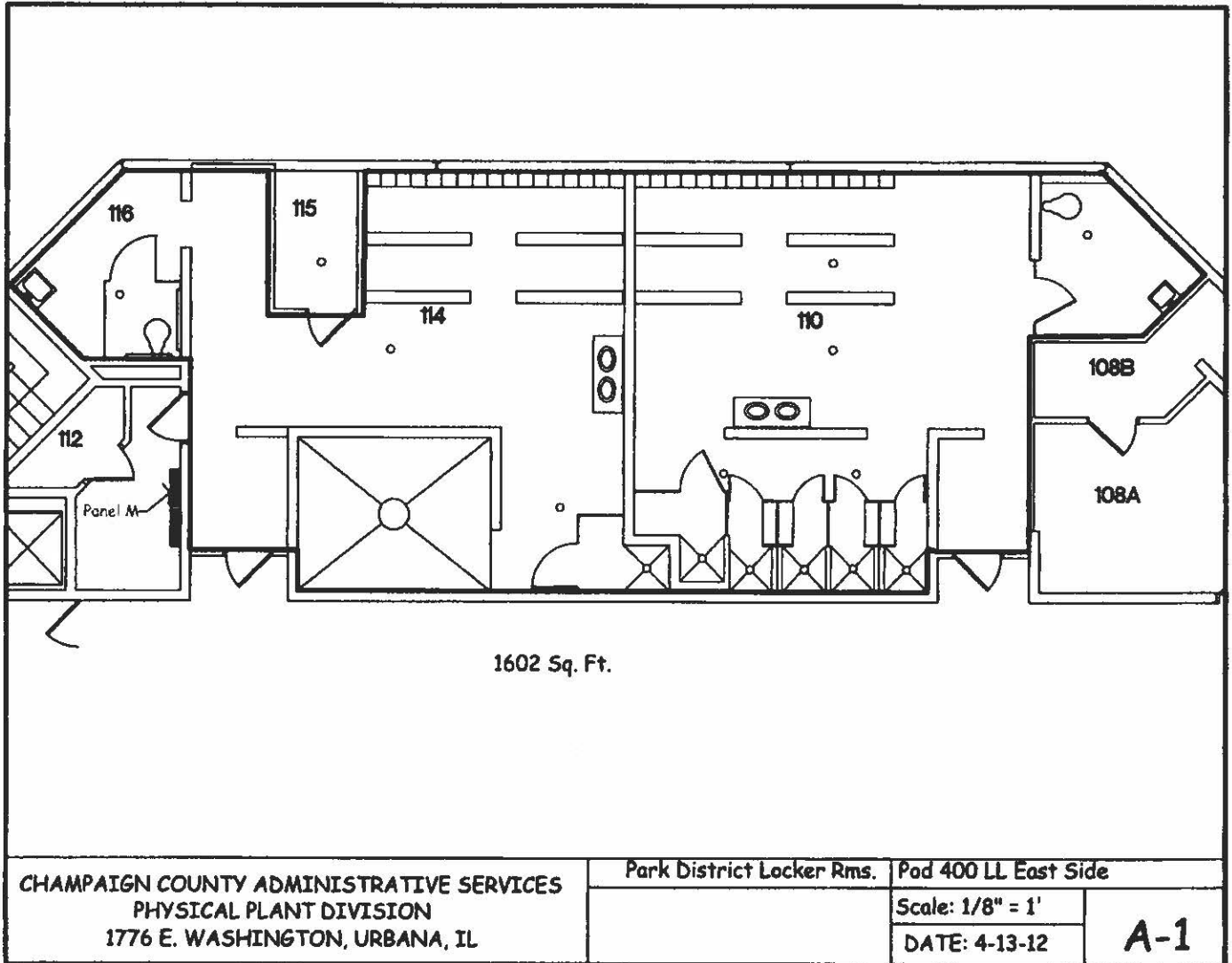
Tenant:

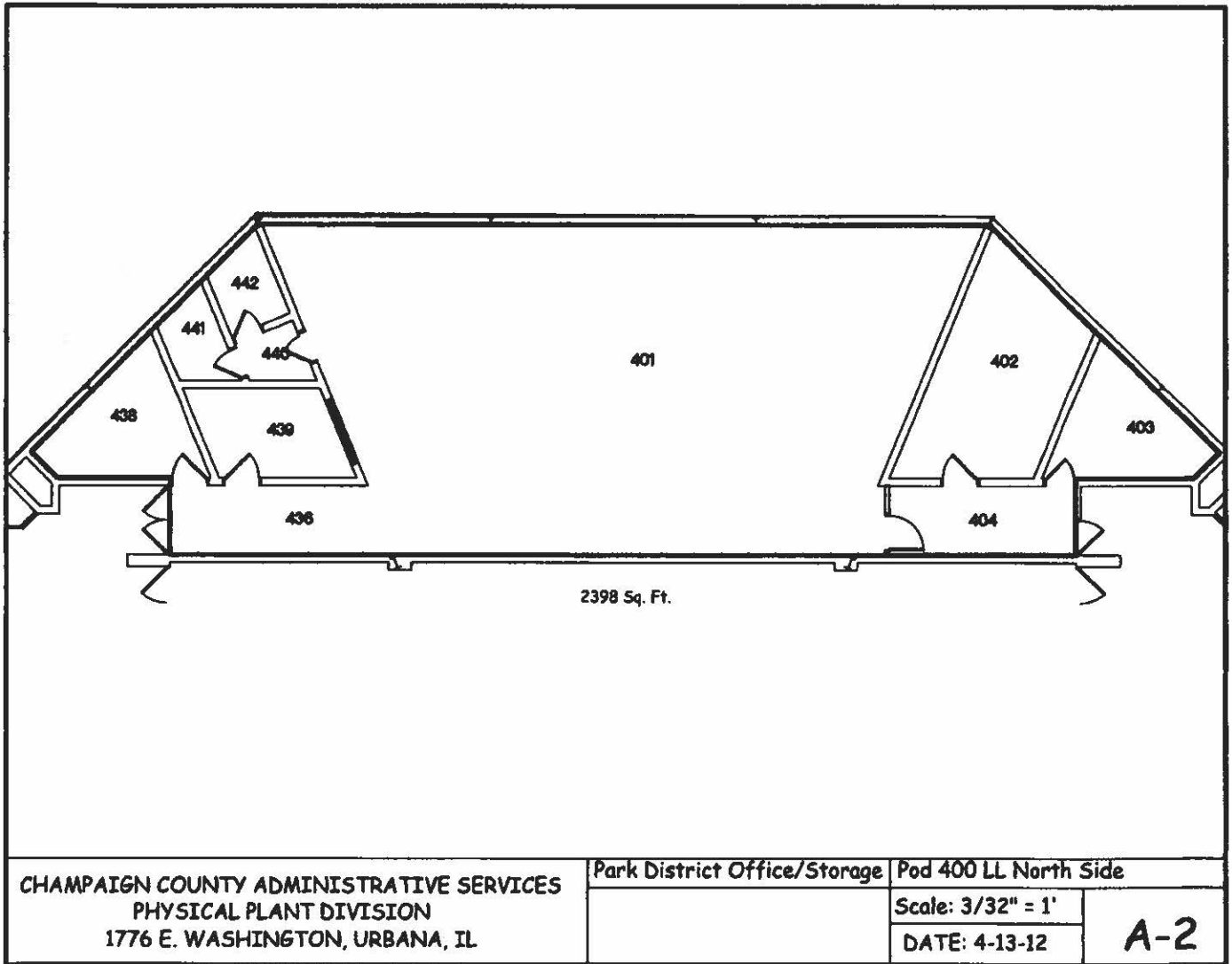
Urbana Park District

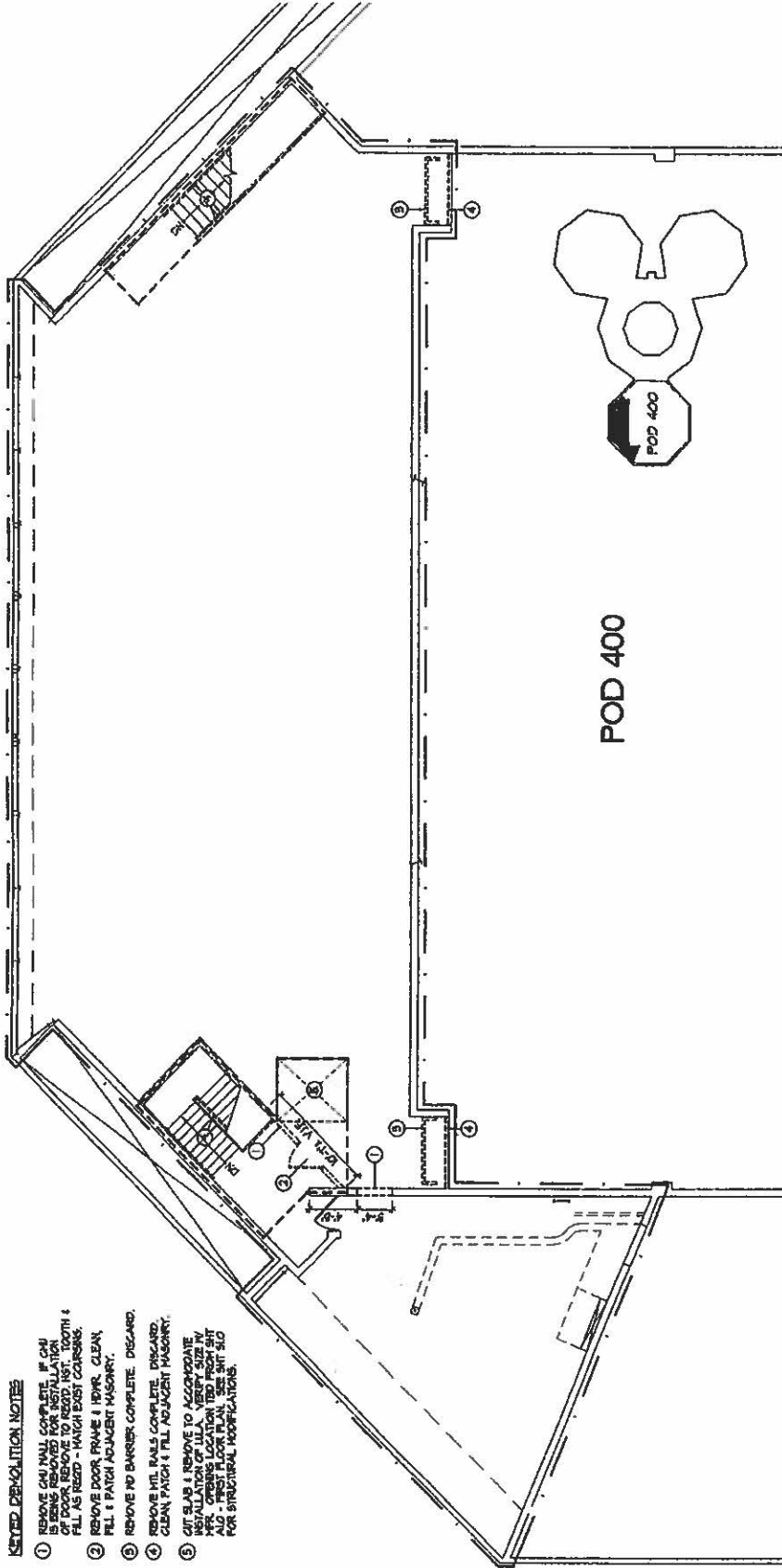
By: 
Nancy Delcomyn
Vice President

Date: 14 June 2021

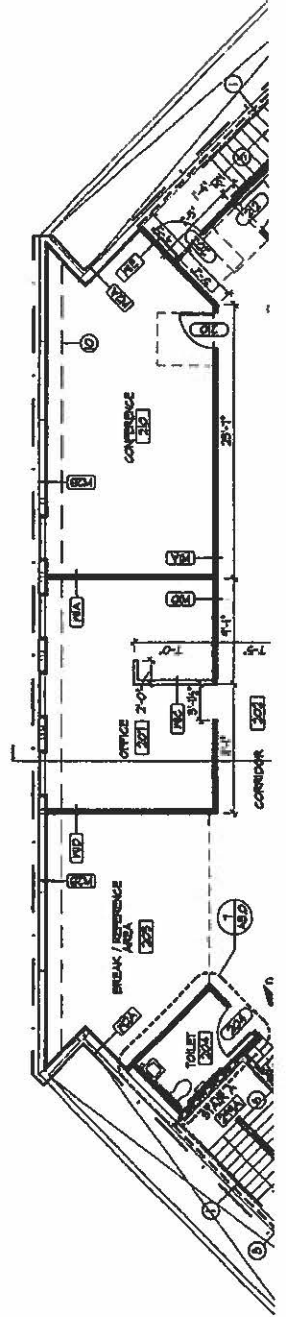
ATTEST: 







DEMOLITION PLAN - SECOND FLOOR - POD 400 NORTH



KEYED FLOOR PLAN NOTES

MAIN STREET

EXISTING CHAMPAIGN COUNTY YOUTH DETENTION CENTER

236,530 sq. ft.

CHAMPAIGN COUNTY NURSING HOME

514,005 sq. ft.

1905 OFFICE

Parking

Main Building

CHAMPAIGN COUNTY HUMANE SOCIETY

NEW CHAMPAIGN COUNTY YOUTH DETENTION CENTER

APPENDIX B

Indicates designated areas

BROOKS ADMINISTRATION CENTER

Fields

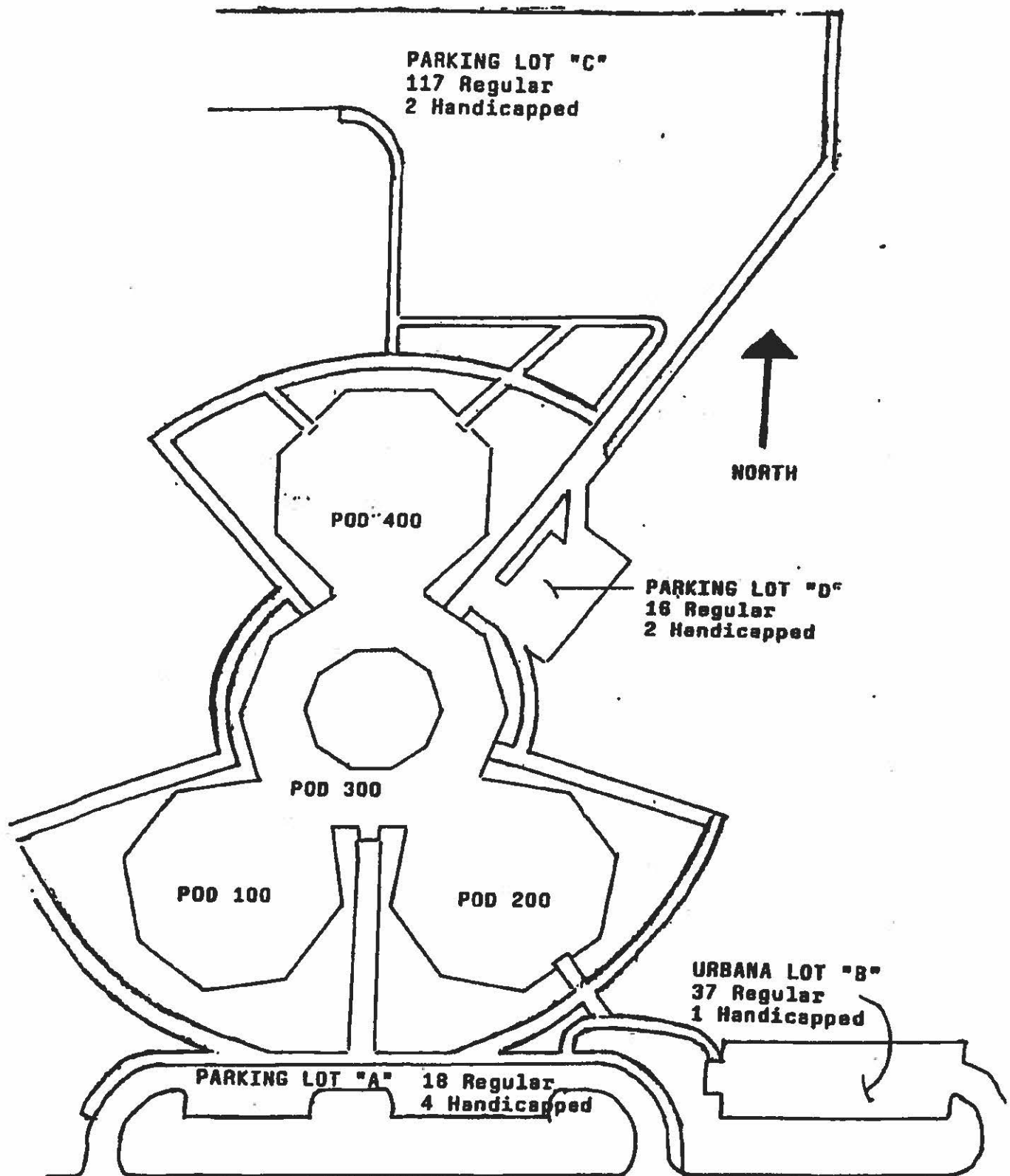
217,300 sq. ft.

271,005 sq. ft.

726,494 sq. ft.

MAINTENANCE STREET

APPENDIX C



Champaign County Administrative Services
Physical Plant