

KENDALL COUNTY FOREST PRESERVE LEASE AGREEMENT

This Lease Agreement (Lease) is made and entered into as of March 3, 2020, (the Effective Date), by and between the Landlord, the County of Kendall (“County”) and the Tenant, the Kendall County Forest Preserve District (“Forest Preserve”).

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (“Landlord”) hereby leases to the Forest Preserve (“Tenant”) and the Forest Preserve hereby leases from the Landlord that certain portion of the Historic Courthouse building located at 110 West Madison Street, Yorkville, Kendall County, Illinois (“the Building”), consisting of approximately 963 square feet as outlined on Exhibit A attached hereto (hereinafter referred to as “Premises”), for the Forest Preserve to further its purpose of “preserving and managing natural areas and open spaces, providing environmental education, and offering recreational opportunities for Kendall County residents.” Said Premises are designated on Exhibit A attached hereto and excludes all Common Areas as defined herein and reflected on Exhibit A.

In addition to Tenant’s rights to use and occupy the Premises as hereinafter specified, Tenant shall have non-exclusive rights to the Common Areas (as defined in Section 5.1 below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the Building.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the shared use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant’s use of the Premises).

2. TERM.

2.1 Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on March 31, 2020 and terminating on the last day of March, 2021. “Lease Term” or “Term” shall mean the Initial Term and any exercised Automatic Renewal Periods (as defined in Section 2.2 below). This Lease Agreement may be terminated at any time by either party by providing sixty (60) days written notice of the termination to the other party.

2.2 Automatic Renewal. Provided Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, this lease shall auto renew on the anniversary date of the original lease date. Auto Renewal shall remain in effect unless either party notifies the other party, in writing with at least 60 days’ notice prior to the anniversary date of the original lease date. The Lease shall thereby be extended on all the terms and provisions contained in this Lease.

3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$46,032.00 per year, with the year start date commencing on March 31, 2020. Tenant shall make monthly payments in the amount of \$3,836.00, commencing on March 31, 2020 and each full payment shall be made by the first day of the month thereafter.

3.2 Security Deposit. No security deposit will be required as part of this lease.

3.3 Fair Market Value. The Landlord and Tenant agree that the fair market value for the rental of the premise is as set forth above in section 3.1.

3.4 Other Lease Agreements. The Landlord and Tenant agree that any other lease or license agreement (between the Landlord and a party other than Tenant) relating to the Building shall not render this Lease invalid and that any current or future income generated by those lease or license agreements with parties other than Tenant is the property of the Landlord.

4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenant or the Landlord during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this Lease unless otherwise agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods.

5. COMMON AREA.

5.1 Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the Building and facilities, utilities, or equipment outside the Building which serve any County facility or property that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenants, and other tenants within the Building and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways, landscaped areas, roofs and exterior walls of the Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals. The general non-exclusive use of the Common Areas by Tenant shall be subject to short-term license and lease agreements as described in section 5.3.

5.2 Use of the Common Areas—Tenant's Rights. Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with other tenants in the Building and other entitled to such use (including Landlord), the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Building.

Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Building without Tenant's consent so long as it does not unreasonably impede Tenant's use of the Premises.

Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area only for normal activities, including parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Building. If unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons.

5.3 Short-term License/Lease of the Common Area. Landlord or such other person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right to grant, at Landlord's discretion, short-term licenses/leases for use of the Common Areas as long as such licenses/leases do not unreasonably interfere with Tenant's occupancy of the Premises. Such short-term licenses/leases of the Common Areas shall not constitute constructive eviction or give rise to any rent abatement or liability of Landlord to Tenant.

5.4 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

6. REAL PROPERTY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE, INDEMNITY.

7.1 General. All insurance, including liability, property, and worker's compensation policies, shall be the responsibility of the Landlord, as determined exclusively by the Landlord, to the extent applicable under the laws of the State of Illinois.

7.2 Indemnification. To the fullest extent permitted by law, Tenant shall indemnify, hold harmless and defend with counsel of Landlord's own choosing, Landlord, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Lease or ancillary documents and any breach by Tenant of any representations or warranties made within the Lease (collectively, the "Claims"), to the extent such Claims result from the performance of this Lease by Tenant or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Tenant in its performance or in its occupancy under this Lease.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this section of the Lease unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Tenant's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Lease.

8. USE.

8.1 The Premises shall be used for Forest Preserve services provided in Kendall County, Illinois. The failure by Tenant to use the Premises pursuant to this Article 8.1 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party without the written consent of the Landlord.

8.2 Tenant agrees to allow the Landlord use and access to the Common Areas as discussed in section 5.

8.3 Landlord has the authority to make modification and improvements to the Premises, as reasonably deemed necessary to accomplish its statutory functions.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant's Obligations. Subject to the following, Tenant shall keep and maintain the Premises in good condition.

9.2 Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition, and repair (or replace, if necessary) all aspects of the Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises and/or Common Areas unless approved in writing by Landlord prior to any repairs or alterations.

9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 Modifications. The Tenant agrees that the Landlord shall not be financially responsible or obligated to construct any additional space or make any external or internal structural modifications of the Premises based upon this Lease.

10. UTILITIES.

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term.

10.2 General Utility Provisions. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install or use any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Building. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers.

11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

12. DEFAULTS, REMEDIES.

12.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice (after notice provided in 12.1) or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises, recover possession of the Premises, and remove all persons therefrom; or (b) invoke the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations).

13. DESTRUCTION.

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction, either Landlord or Tenant may terminate this Lease as of the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement of rent owed unless and until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which it was delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any outside exterior signs, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.

It is agreed direction signage mutually agreeable to all parties shall be allowed at the outside entrance and in common area for Tenant.

15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply when required with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior or mechanical, electrical, or plumbing systems of the Premises, then such work shall be performed by Landlord at its sole cost and expense.

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises. This section shall not apply to any batteries or computer parts used by Tenant in the normal course of its business, provided all applicable rules are followed in their use.

16. RIGHT OF ENTRY.

16.1 Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY'S FEES.

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY.

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES.

20.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested or (b) overnight delivery

using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request. All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier. Additionally copies of all notices from either party must be forwarded to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560 in a manner consistent with the above identified methods of service.

If to the County:

Chairman of the Kendall County Board
111 W. Fox Street
Yorkville, Illinois 60560

If to the Forest Preserve:

President of the Kendall County Forest Preserve
110 W. Madison Street
Yorkville, Illinois 60560

21. MISCELLANEOUS.

21.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

21.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

21.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without the other party's prior written consent. The short term licenses/leases addressed in Section 5.3 shall not be considered an assignment for purposes of this Section 21.5.

21.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

21.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior written Premises Lease agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties regarding the Lease of the Premises other than as are set forth or identified herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

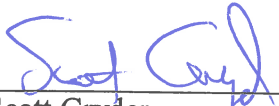
21.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.

21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease, due to the bankruptcy of Tenant, and accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

21.10 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.


IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD:



Scott Gryder
County Board Chairman
Kendall County, Illinois

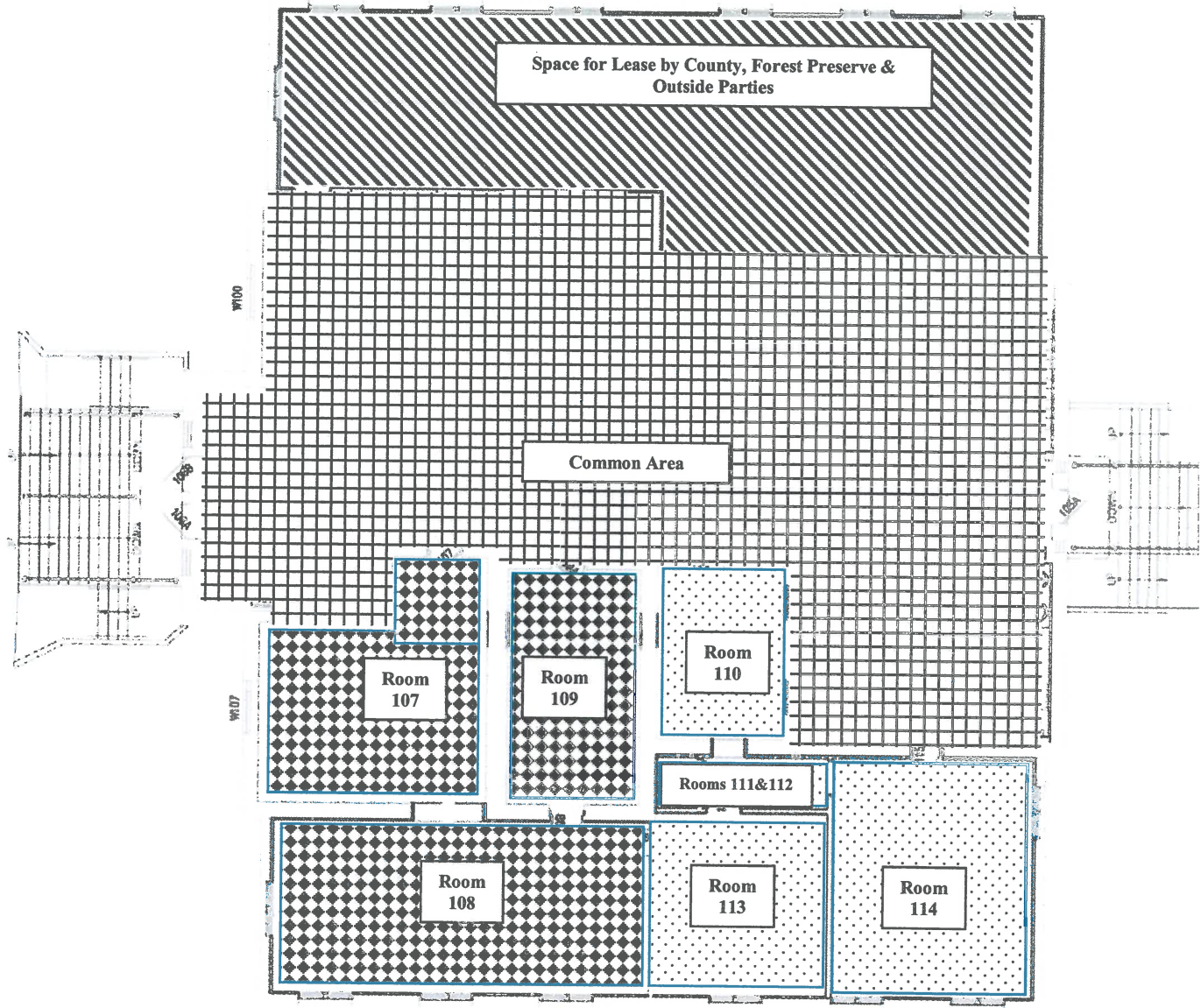
TENANT:



Judy Gilmour
President
Kendall County Forest Preserve District

Exhibit A

Historic Courthouse Forest Preserve Offices Main Level







Rooms included in Forest Preserve Offices

- 110 – 174 Square Feet
- 111 – 40 Square Feet
- 112 – 40 Square Feet
- 113 – 272 Square Feet
- 114 – 437 Square Feet
- 963 Square feet total

Other Spaces in Historic Courthouse

- 107 – 382 Square Feet
- 108 – 576 Square Feet
- 109 – 240 Square Feet

-  = Forest Preserve Space
-  = Museum Space
-  = Common Area Space
-  = Available Rental

Space

Total Historic Courthouse Main Level Square Footage – 2,377