

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into on the last date written below, by and between TRI-COUNTY REGIONAL PLANNING COMMISSION (hereinafter referred to as "Tenant"), and the CITY OF PEORIA, (hereinafter referred to as "Landlord").

### RECITALS:

WHEREAS, Landlord owns fifteen thousand (15,000) square feet of office space located on the fourth floor of what is commonly known as the Twin Towers Mall, 456 Fulton Street, Peoria, Illinois 61602 (the "Office Space"); and

WHEREAS, Landlord desires to lease to Tenant approximately four thousand two hundred (4,273) square feet of the Office Space currently identified as the entire Suite 401 and a portion of Suite 405 (said area hereinafter referred to collectively as the "Leased Premises"); and

WHEREAS, Tenant desires to lease from Landlord the Leased Premises;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in reliance upon the recitals set forth above and incorporated herein by reference, it is hereby agreed by the parties as follows:

### ARTICLE 1. LEASED PREMISES

1.1 Leased Premises. The Landlord, upon the terms and conditions expressed in this Lease, hereby leases to Tenant and Tenant hereby accepts from Landlord for the Term (as defined below), at the rental rate, and upon all conditions set forth herein, the Leased Premises as more particularly described in Exhibit A, including those improvements as shown in the enclosed plans marked Exhibit B (hereinafter the "Work"), attached hereto including all common areas, paved areas, roads, streets, and lanes as reasonably required for access to the Leased Premises. The Landlord further grants Tenant the exclusive right to use Suite 420 (also currently known as the City Training Room) located within the Office Space on those dates and times set forth in Exhibit C attached hereto.

### ARTICLE 2. TERM

2.1 Term. This Lease will commence as of August 1, 2019 and continue for a term of five (5) years (the "Initial Term") unless earlier terminated as provided herein. Tenant shall have the option to renew the term of this Lease for another five (5) years by giving written notice to Landlord no later than (90) days prior to the end of the Initial Term of the Lease (hereinafter the Initial Term plus any renewal are collectively referred to as the "Term"). Landlord shall provide Tenant access to the Leased Premises immediately upon both parties signing this Lease for the purpose of Tenant completing the Work.

2.2 Termination. This Lease may be terminated prior to the end of the Term by either of the following events:

- (a) Written agreement by both parties to terminate this Lease.
- (b) Pursuant to the breach provisions set forth in Article 13 herein.
- (c) At any time after the twenty-fourth (24<sup>th</sup>) month of this Lease, if Tenant suffers a material loss in its funding through grants or by Peoria County, Tazewell County, or Woodford County, Tenant may terminate this Lease upon sixty days prior written notice of the desired termination date to Landlord without further liability hereunder.

2.3 Surrender at Termination. Upon termination of this Lease for any reason, Tenant shall be obligated to surrender the Leased Premises to Landlord in as good a condition as when this Lease commenced, reasonable wear and tear, and loss by casualty, excepted. Tenant shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of Rent (as hereinafter defined). Tenant shall remove its personal property and trade fixtures (collectively hereinafter referred to as "Trade Fixtures") that are removable without irreparable damage to the Leased Premises and have been placed or installed upon or within the Leased Premises by Tenant. All remaining installations, additions, hardware, fixtures and improvements, in or upon the Leased Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Leased Premises all without compensation, allowance or credit to Tenant.

### **ARTICLE 3. RENT, TAXES AND UTILITIES**

3.1 Rent. During the Term of this Lease, Tenant shall pay Landlord at 419 Fulton Street, Peoria, Illinois 61602, or such other place as designated in writing by Landlord, Rent of two thousand nine hundred fifty dollars (\$2,950.00) per month ("Rent").

3.2 Rent Commencement. The first month's Rent shall be payable August 1, 2019, or the day that Tenant receives notice from Landlord that the Work has been completed and is ready for occupancy, whichever is later. Rent for any partial month within the Term will be prorated based on the number of days in such month included within the Term. Thereafter, Rent shall be due and payable in advance, on the first day of each month during the Term of the Lease provided Landlord shall provide Tenant monthly invoices for such Rent to be paid.

3.3 Utilities. Landlord shall pay when due for all water, gas, heat, electricity, telephone, sewer, garbage removal and other utilities or services ("Utilities") supplied to the Office Space, together with any taxes thereon, directly to the providers thereof. Landlord will then bill Tenant monthly, in arrears, for twenty-eight and forty-nine hundredths percent (28.49%) of all Utilities supplied to the Office Space, together with any taxes thereon, paid by Landlord. To the extent any Utilities are or become separately metered or are directly tracked by the

provider to the Tenant and/or Leased Premises, in lieu of the 28.49% for such Utilities, Tenant shall pay only those charges that are metered or directly attributed to the Leased Premises.

3.4 Taxes. Landlord shall maintain the Office Space's property tax exemption status or otherwise pay all property taxes and assessments with respect to the Office Space and all improvements thereon. City responsible for CAM charges for spaces. Same insurance requirements as currently have.

#### **ARTICLE 4. USE OF LEASED PREMISES**

4.1 Use. Tenant shall use the Leased Premises solely as an office. Tenant will not use the Leased Premises for any purpose other than that stated herein except with the prior written consent of Landlord, which consent shall not be unreasonably withheld.

4.2 Waste or Nuisance. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any person or Landlord's business within a reasonable proximity of the boundaries of the Leased Premises.

#### **ARTICLE 5. RIGHTS RESERVED TO LANDLORD**

5.1 Landlord Rights. Landlord shall have the following rights, each of which Landlord may exercise without liability to Tenant for damage or injury to property, person or business due to the exercise of those rights, except for any damage caused by Landlord's negligence and the exercise of those rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Leased Premises and shall not give rise to any claim for set-off or deduction, or abatement of Rent or any other claim:

(a) To install, affix and maintain any and all signs on the exterior and on the interior of the Leased Premises or the Office Space, subject to Section 6.2;

(b) Upon reasonable written notice to Tenant and with Landlord's best efforts to minimize the disturbance of Tenant's use or possession of the Leased Premises, to repair or construct improvements, structural or otherwise in or to the Leased Premises or the Office Space including for the purpose of connection with or entrance onto or use of the Leased Premises or the Office Space in conjunction with any adjoining or adjacent Office Space or other space in the building now existing or to be constructed by Landlord and may for those purposes erect scaffolding and other structures required by the character of the work to be performed and during those operations may enter upon the Leased Premises and take into and upon or through any part of the Leased Premises all materials that may be required to make those repairs or improvements.

(c) Landlord reserves the right to enter the Leased Premises from time to time at all reasonable hours, with reasonable notice, for the purpose of inspecting the same, or

during the final three (3) months of the Term for exhibiting the Leased Premises for the purpose of subsequent lease or rental.

## **ARTICLE 6. ALTERATIONS, IMPROVEMENTS AND SIGNS.**

6.1 Landlord Improvements. Prior to the commencement of the Term, Landlord shall perform the Work to Tenant's reasonable satisfaction. The Work shall be done by Landlord in a good and workmanlike manner and in compliance with federal, state and local laws. Prior to the commencement of the Work, Landlord shall require the building contractor to deliver to Tenant, a building schedule followed by weekly progress reports. If Landlord, for any reason, is unable to deliver possession of the Leased Premises to Tenant at the time specified in this Lease, this Lease shall not be voided, nor shall Landlord be liable to Tenant for any damage resulting from the failure to deliver possession. However, in that event, Tenant shall not be liable for Rent until Landlord can deliver possession. The term of this Lease shall be extended by any reason for any such delay in delivery of possession. If, for any reason other than delays caused by Tenant, Landlord has not completed the Work and delivered actual possession of the Leased Premises to Tenant on or before August 1, 2019, Tenant may, upon notice delivered to Landlord, terminate this Lease. Tenant shall reimburse Landlord only for those costs and expenses reasonably necessary in completing the Work or any other costs and expenses pre-approved by Tenant.

6.2 Signs. Tenant shall have the right, subject to Landlord's approval, such approval not to be unreasonably withheld, to erect, install, display, inscribe or fix any sign, lettering or advertising medium to an exterior sign. In addition, Tenant may display, inscribe or fix any sign, letter or advertising medium to the interior glass surface of any entrance door or show window or with any show or display window space used for advertising or public notification. At all times during the Term, Tenant shall have the right to list its name on any such signage.

6.3 Leasehold Improvements. Except as provided in 6.1, Tenant shall not make any alterations in, leasehold improvements or additions to the Leased Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. If Landlord consents to any alterations or additions, prior to the commencement of the work or delivery of any materials onto the Leased Premises, Tenant shall furnish to Landlord any instruments Landlord may request in order to protect the Leased Premises including, but not limited to, plans and specifications, certificates of insurance, waivers of lien for all materials and labor used in performing that work and copies of contracts, all of which shall be subject to the written approval of Landlord. All additions and alterations shall be installed in a good, workmanlike manner.

## **ARTICLE 7. MAINTENANCE**

7.1 Landlord's Duties. Landlord shall, at Landlord's expense, keep the Office Space (which includes the Leased Premises) in good order, condition and repair including, but not limited to, maintaining all HVAC equipment, fire sprinkler systems, sanitary and storm sewer lines, utility services, plumbing, lighting, and floor covering, and shall promptly and adequately

repair all damage to the Office Space and replace and repair all glass, fixtures, equipment and appurtenances therein damaged or broken with materials equal in quality and class to the original materials damaged or broken. As between Landlord and Tenant, Landlord shall maintain, at its expense, the Office Space roof, supporting members, foundations and outside walls in good repair. The term "walls" as used herein includes windows, glass, doors and office entries. The term "roof" as used herein includes skylights, smoke hatches, and roof vents, if any. Landlord shall be responsible for any and all common area maintenance charges related to the Leased Premises or the Office Space.

7.2 Tenant's Duties. Notwithstanding anything in Section 7.1 to the contrary, Tenant, at its expense, shall provide janitorial service and maintain the Leased Premises in a clean and attractive condition.

## **ARTICLE 8. LIENS**

8.1 Liens. Tenant shall keep the Leased Premises free from any encumbrances, mortgages or liens, including mechanic's liens. In the event any lien attaches to the Leased Premises by virtue of an act or failure to act on the part of Tenant, or if Landlord receives statutory or other notice of any such lien or claim, Landlord shall have the right, but not obligation, to pay the amount of such lien or alleged amount due to cause its release, and such amount shall be considered additional Rent to be paid by Tenant on demand.

## **ARTICLE 9. INDEMNITY/LIABILITY INSURANCE**

9.1 Indemnification. Each party agrees to hold the other harmless and to indemnify and defend the other party against all claims, liability and costs, including attorneys' fees, for injuries to all persons and for damage or loss of all property occurring in or about the Leased Premises due to the act or omission, negligence or willful and wanton conduct of such indemnifying party, its agents, contractors, employees or invitees. In the event of concurring negligence or fault with an indemnified party, the indemnifying party shall be obligated to pay only its pro rata share of damages based upon the relative degree of fault between Tenant and Landlord.

9.2 Landlord's Insurance Obligations. Landlord, at its sole cost and expense, shall maintain and keep in effect the following insurance coverages throughout the Term:

- (a) comprehensive general public liability insurance against loss for personal injury, death and property damages arising out of Landlord's ownership of the Office Space or the acts or omissions of Landlord, its employees or agents while in the Office Space, with a combined single amount of not less than \$2,000,000.
- (b) property insurance on the Office Space against loss or damage by fire and other risks from time to time included under insurance policies covering risks of direct

physical loss, in an amount sufficient to prevent Landlord or Tenant from becoming a co-insurer of any loss under the applicable policies, but in any event in an amount not less than 100% of the full insurable value, written on a full replacement cost basis.

Said policy or policies shall name Tenant as an additional insured, and shall bear endorsements to the effect that the insurer agrees to notify Tenant not less than thirty (30) days in advance of any modifications or cancellations thereof. In the event that Landlord shall fail to continuously maintain such insurance coverages during the Term, Tenant at its option, but without obligation to do so, may procure such insurance. Any sums expended by Tenant to procure such insurance shall be repaid by Landlord within thirty (30) days following written notice by Tenant.

9.3 Tenant's Insurance Obligations. Tenant, at its sole cost and expense, shall maintain and keep in effect the following insurance coverages throughout the Term:

- (a) insurance against liability for bodily injury (including death) in or about the Leased Premises under a policy of commercial general liability insurance and umbrella liability (if necessary), on an occurrence basis and with limits not less than \$2,000,000 per occurrence.
- (b) workers' compensation insurance in at least the statutorily required amounts and employers liability (with umbrella liability if necessary) but, in all events, with limits not less than \$1,000,000 each accident/disease – policy limit/disease – each employee.
- (c) property insurance upon the Trade Fixtures for the full replacement costs thereof.

Said policy or policies shall name Landlord as an additional insured, and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modifications or cancellations thereof. In the event that Tenant shall fail to continuously maintain such insurance coverages during the Term, Landlord at its option, but without obligation to do so, may procure such insurance. Any sums expended by Landlord to procure such insurance shall be repaid by Tenant within thirty (30) days following written notice by Landlord.

9.4 Mutual Waiver of Subrogation. Each party releases and discharges the other party, and all beneficiaries, officers, agents, employees, partners, or representatives of such party, and anyone claiming by, through or under any such parties, from and against any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty for which insurance is carried by the insured party at the time of such loss, damage or injury, to the extent of any recovery by the injured party under such insurance. This release shall apply even if the loss or damage shall have been caused by the fault or negligence of the released party. The foregoing waiver shall not be effective, however, from any party whose insurance policy would be invalidated by the foregoing waiver.

**ARTICLE 10.  
ASSIGNMENT AND SUBLETTING**

10.1 Assignments. With Landlord's prior written consent, which consent shall not be unreasonably withheld, Tenant may sublet or assign all or part of the Leased Premises to any individual or legal entity.

**ARTICLE 11.  
LOSS OR DESTRUCTION OF LEASED PREMISES**

11.1 Loss or Destruction. In the event the Leased Premises or Office Space is damaged or destroyed by fire or other casualty so as not, in the reasonable opinions of the parties, to be restorable or repairable in a like or better condition within sixty (60) days after the date of the casualty, or is taken by condemnation of public authority in such a way that the Leased Premises is rendered partially or substantially unsuitable for Tenant to carry out its business, the Lease shall, at the option of Tenant or Landlord, terminate as of the date of the casualty or condemnation and in that event, Landlord and Tenant shall have, other than is noted below, no further liability to the other party under the terms of this Lease. In the event the Leased Premises are, in the reasonable opinion of the parties hereto, restorable or repairable in a like or better condition within said sixty (60) day period, Landlord shall cause such repairs to be completed during such period, provided that the insurance proceeds from the policies required by Section 9 are adequate for such repairs and restoration, in Landlord's sole discretion. All Rent shall abate in apportion to the non-usability of the Leased Premises during the period of restoration or subsequent to condemnation.

**ARTICLE 12.  
SUBORDINATION AND ATTORNMENT**

12.1 Mortgages. This Lease is subject and subordinate to the lien of any mortgage or mortgages now and after this date in effect against the Office Space and to all renewals, modifications, consolidations, replacements and extensions of such mortgage or mortgages and to all advances made or to be made upon the security of such mortgage or mortgages. Tenant agrees to promptly execute any further instrument as shall be requested by Landlord in confirmation of such subordination.

12.2 Foreclosure. In the event any proceedings are brought for the foreclosure of any such mortgage or mortgages at the option of any purchaser in a foreclosure sale or under deed in lieu of foreclosure, to be evidenced by written notice of election to Tenant, Tenant shall attorn to such purchase and to recognize such purchaser as the landlord under this Lease to the same extent as Landlord under this Lease.

12.3 Non-Disturbance. Notwithstanding the provisions of Section 12.1, the subordination of this Lease to any superior lease or superior mortgage or to any later renewal, modification, replacement or extension of any superior lease or superior mortgage, or to any existing or future consolidation or spreader of any superior mortgage, is subject to the express

condition that, so long as this Lease is in full force and effect and Tenant is not in default of the terms and provisions of this Lease beyond any applicable grace periods:

(a) Tenant shall not be joined as a party defendant (1) in any action or proceeding which may be instituted or taken by the lessor of the superior lease for the purpose of terminating it by reason of any default thereunder, or (2) in any foreclosure action or proceeding which may be instituted or taken by the holder of the superior mortgage; and

(b) Tenant shall not be evicted from the Leased Premises, Tenant's leasehold estate under this Lease shall not be terminated or disturbed, nor shall any of Tenant's rights under this Lease be affected in any way, by reason of any default under the superior leasehold or superior mortgage.

### **ARTICLE 13. BREACH**

13.1 Breach by Tenant. Any of the following events or occurrences shall constitute a breach by Tenant under this Lease:

(a) Failure of Tenant to pay any installment of Rent due or failure of Tenant to perform any other covenant, condition or obligation contained herein.

(b) Abandonment or vacation of Leased Premises by Tenant.

(c) Insolvency of Tenant, an assignment by Tenant for the benefit of its creditors, the appointment of a receiver for Tenant or the filing of an involuntary petition in bankruptcy against Tenant and a failure to remove the same within sixty (60) days thereafter, or the filing of a bankruptcy petition by Tenant under any chapter of the Bankruptcy Code.

13.2 Notice and Tenant's Right to Cure. As a precondition to pursuing any remedy for alleged breach by Tenant, Landlord shall give notice of breach to Tenant. Each notice of breach shall specify in detail the alleged event of breach and the intended remedy. If the alleged breach is non-payment of the Rent, Tenant shall have thirty (30) days after notice is given to cure the breach. For cure of any other breach, Tenant shall promptly and diligently after the notice is received begin curing the breach and shall have thirty (30) days after notice is given to complete the cure. If Tenant fails to cure the breach within the time set forth above, Landlord may treat such event as a breach of this Lease, and terminate this Lease, in which event the entire Rent payable for the balance of the Term shall at once become due and payable at the option of Landlord, and, in addition, any other sums of money in damages owed by Tenant to Landlord.

13.3 Landlord's Breach. If Landlord fails to perform any of its obligations under this Lease within thirty (30) days after receipt of written notice from Tenant specifying Landlord's deficiency, Landlord shall be in default under this Lease; provided, however, that if the nature of Landlord's obligation is such that in excess of thirty (30) days are reasonably required for its



performance, then Landlord shall not be in default if Landlord commences such performance within thirty (30) days and thereafter diligently pursues the same to completion. Upon any such uncured default by Landlord (after notice and an opportunity to cure as set forth above), Tenant may terminate this Lease and/or exercise any of its rights provided in law or at equity.

#### **ARTICLE 14. QUIET ENJOYMENT**

14.1 Quiet Enjoyment. Subject to the terms and provisions of this Lease, payment of the Rent and observing, keeping and performing all the provisions of this Lease on Tenant's part to be observed, kept and performed, Tenant shall lawfully, feasibly and quietly have, hold and enjoy the Leased Premises during the Term without hindrance or rejection by Landlord, its agents and any persons lawfully claiming under Landlord, subject nevertheless to the terms and conditions of this Lease and to any ground or underlying lease and of any mortgage. It is understood and agreed that this covenant, and any and other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors only with respect to breaches occurring during its and their respective ownership of Landlord's interest under it.

#### **ARTICLE 15. MISCELLANEOUS**

15.1 Cumulative Remedies. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law and such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

15.2 Waiver. The waiver by Landlord of any breach by Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease. No covenant, term and condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing by Landlord.

15.3 Entire Agreement. This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

15.4 Notices. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested and shall be addressed to:

Tenant

Tri-County Regional Planning Commission  
 Attn: Executive Director  
 211 Fulton St., Ste 207  
 Peoria, IL 61602

Landlord

City of Peoria  
 Attn:  
 419 Fulton St.  
 Peoria, IL 61602

or such other address or person(s) as either party may designate by notice given in accordance with this Article.

15.5 Captions and Section Numbers. The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such captions, sections or articles of this Lease nor in any way affect this Lease.

15.6 Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

15.7 Successors and Assigns. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, and their successors or assigns pursuant to Article 10 herein.

15.8 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois, and Peoria County, Illinois, shall be the sole and exclusive venue for any legal proceedings arising out of this Lease.

15.9 Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing this Lease, then performance of such act shall be excused for the period of the delay and the period of any such act shall be extended for a period equivalent to the period of such delay.

15.10 Construction. The parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Lease.

15.11 Notice of Lease. Each party agrees, at the request of the other, to execute and deliver to the other a short form Notice of Lease, in recordable form, setting forth the Term, a

description of the Leased Premises, and such additional information as such other party may reasonably request, other than Rent.

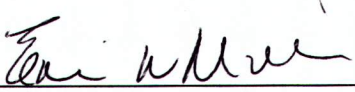
IN WITNESS WHEREOF, the parties hereto have executed this Lease in multiple originals on the last date below written.

**Tenant**

**Landlord**

Tri-County Regional Planning Commission

City of Peoria

By: 

By: 

Its: Executive Director

Its: City Manager

Dated: 5/24/19

Dated: 5/24/19