

CITY OF MONTICELLO
PIATT COUNTY, ILLINOIS

ORDINANCE NO. 2021 - 50

AN ORDINANCE AUTHORIZING THE LEASE OF PROPERTY
(315 EAST CENTER STREET, MONTICELLO, ILLINOIS 61856)

ADOPTED BY THE

CITY COUNCIL

CITY OF MONTICELLO

THIS 13TH DAY OF SEPTEMBER, 2021

Published in pamphlet form by authority of the City Council of the City of Monticello, Piatt County, Illinois, this 14th day of September, 2021.

**CITY OF MONTICELLO
PIATT COUNTY, ILLINOIS**

ORDINANCE NO. 2021-50

BE IT ORDAINED by the Mayor and City Council of the City of Monticello, Piatt County, Illinois, THAT:

AN ORDINANCE AUTHORIZING THE LEASE OF PROPERTY

(315 EAST CENTER STREET, MONTICELLO, ILLINOIS 61856)

shall be, and is hereby, adopted as follows:

Section 1. Background.

The City of Monticello (the “*City*”) owns the property commonly known as 315 East Center Street, Monticello, Illinois (hereinafter referred to as the “*Property*”). A Small Hand - Piatt County Cares, Inc., an Illinois not-for-profit corporation, (“*Lessee*”), desires to lease the Property from the City in accordance with the terms of the Agreement attached hereto as *Exhibit A* and as may be further negotiated by the City Administrator, and with the approval of the City Attorney (“*Agreement*”).

The City has the power to lease real property for any term not exceeding ninety-nine (99) years when, in the opinion of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City. The City may only exercise this power if this Ordinance is passed by three-fourths (3/4) of the corporate authorities of the City holding office, at any regular meeting or any special meeting called for this purpose. Additionally, the City may authorize any municipal officer to make leases for terms not exceeding 2 years in such manner as they may determine. 65 ILCS 5/11-76-1.

The Mayor and City Council of the City of Monticello find that the Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City, and authorize the City Administrator to negotiate an Agreement to lease the Property, with approval of the City Attorney.

Section 2. APPROVAL; AUTHORIZATION.

A. Approval. The City Council hereby approves the Agreement substantially in the form of *Exhibit A* and as finally negotiated by City Administrator, with approval of the City Attorney, for a term not exceeding 2 years.

B. Authorization. The Mayor and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Agreement only after:

1. Lessee obtains all required zoning approvals for the proposed use; and

2. receipt of at least one fully executed copy of the Agreement by Lessee; provided, however, that if the fully executed copy of the Agreement is not submitted to the City within 90 days after the adoption of this Ordinance, this authority to execute and seal shall, at the option of the City Council, be null and void.

Section 4. CONFLICT. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Section 5. SEVERABILITY. All provisions of this Ordinance shall be deemed severable. In the event any provision of this Ordinance, or any application thereof, shall be found invalid or unenforceable, such finding shall not affect all other provisions of this Ordinance and all other lawful applications thereof.

Section 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed by the City Council of the City of Monticello, Piatt County, this 13th day of September, 2021, by the following roll-call vote:

AYES:

NAYS:

ABSENT:

Approved by the City of Monticello this 13th day of September, 2021.

Larry Stoner, Mayor

ATTEST:

Jill Potts, City Clerk
City of Monticello, Piatt County, Illinois

Exhibit A

LEASE AGREEMENT

(attached)

BUILDING LEASE

The following terms shall apply to throughout this Lease unless the context clearly indicates otherwise.

LESSOR: CITY OF MONTICELLO, an Illinois municipal corporation

LESSEE: A SMALL HAND - PIATT COUNTY CARES, INC.,
an Illinois not-for-profit corporation

TRADE NAME: A Small Hand - Piatt County Cares, Inc.

APPROVED USE: Non-residential social assistance services, including community food services, child and youth services, services for the elderly and persons with disabilities, and other individual and family services.

PREMISES: The building commonly known as 315 East Center Street, Monticello, Illinois 61856.

PINS: 05-00-54-000-354-00

EFFECTIVE DATE: _____, 20__

LEASE TERM: _____, 20__ to
_____, 20__

MONTHLY BASE RENT: \$0.00 per month.

ADDITIONAL RENT: In addition to the above monthly base rent, Lessee shall be responsible for any and all general real estate taxes and building maintenance as set forth in the Lease.

SECURITY DEPOSIT: \$120.00.
RENT DUE DATE: 1st day of each month

IDENTIFICATION OF AGENTS AUTHORIZED TO ACCEPT NOTICE

LESSOR

Terry Summers
City Administrator
210 N. Hamilton St.
Monticello, IL 61856

LESSEE

Christina Sanantonio
1202 Bear Lane
P.O. Box 592
Monticello, IL 61856

With a copy to:

Derke J. Price
City Attorney
140 S. Dearborn St., 6th Floor
Chicago, IL 60613

This building lease is made and entered into as of the Effective Date, by and between Lessor and Lessee.

1. PREMISES.

In consideration of the mutual promises, covenants, and conditions herein set forth, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Building on the Premises.

2. TERM.

The term of this Lease shall commence on the first day of the Lease Term and terminate on the last day of the lease term. "Lease Term" or "Term" shall mean the Lease Term.

3. RENT.

3.1 Rental Payment. Lessee shall pay to Lessor the Monthly Base Rent set forth herein in advance in monthly installments on or before the first day of each and every month of the Lease Term. Minimum Rent for any period during the Term, which is for less than a full calendar month, shall be prorated based on the number of actual days in the month. All Rent shall be payable without demand, deduction, or offset to Lessor at the address stated herein, or to such other persons or at such other places as Lessor may designate in writing. In addition to Minimum Rent hereunder, Lessee shall pay, as Additional Rent (whether or not so designated herein), in a manner and at the place provided in this Lease, all sums of money required to be paid by Lessee under this Lease. All amounts of Rent and Additional Rent (also collectively "Rent" or "Rental") payable in a given month shall be deemed to comprise a single rental obligation of Lessee to Lessor.

3.2 Security Deposit. Concurrent with Lessee's execution of this Lease, Lessee shall furnish Lessor with a Security Deposit. If Lessee defaults in the performance of any provision hereof, Lessor may use, apply, or retain any part thereof for the payment of any Rent or other sum in default, or for the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within five (5) business days after receipt of written demand therefor, deposit cash with Lessor in amount sufficient to restore the Security Deposit to its original amount. Lessor shall not be required to keep the security deposit separate from its general funds, and Lessee shall not be entitled to interest on such deposit. Provided Lessee is not in default under this Lease, the Security Deposit or any balance thereof shall be returned to Lessee at the expiration or sooner termination of the Lease Term and after delivery of exclusive possession of the Premises to Lessor in the condition required by this Lease. If Lessor transfers its interest in the Premises during the Term, Lessor may assign the Security Deposit to the transferee and,

upon delivery to Lessee of notice thereof, Lessor shall be discharged from any further liability relative thereto, and Lessee shall look solely to the transferee for return of the Security Deposit.

4. ADDITIONAL RENT.

Commencing on the first day of the Lease Term, Lessee shall pay to Lessor, as Additional Rent, an amount reasonably estimated by Lessor to be Lessee's total monthly Real Property Taxes (as defined in Section 5 of this Lease); provided, however, the first month's estimated Real Property Taxes shall be payable by Lessee within three (3) business days of execution of this Lease. Lessor shall furnish to Lessee a statement showing in reasonable detail the Real Property Taxes during such lease term (or portion thereof prior to the expiration or sooner termination of this Lease). If Lessee's share of such costs exceeds Lessee's payments so made, Lessee shall pay Lessor the deficiency within five (5) business days after receipt of such statement. If such payments exceed Lessee's share of such costs, Lessee shall be entitled to credit the excess against payments for such costs next thereafter to become due Lessor as set forth above. Upon termination of this Lease, if Lessee is not in default hereunder, Lessor shall promptly refund to Lessee the amount of any excess.

5. TAXES.

The term "Real Property Taxes" shall include, without limitation, any general real estate taxes assessed against any legal or equitable interest of Lessor in the Premises and/or the Building or arising out of Lessee's use, occupancy, or possession of the Premises or that are attributable to the Premises. Lessee's liability with respect to such taxes and assessments shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the Lease Term at its commencement or expiration (or sooner termination). If Lessee claims its use, occupancy, or possession of the Premises is exempt from Real Property Taxes, the Lessee is responsible for taking all necessary steps to secure and maintain the exemption.

6. INSURANCE; INDEMNITY; SUBROGATION.

6.1 General. All insurance policies required to be carried by Lessee under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the state in which the Building and Premises are located and (b) name Lessor and any parties designated by Lessor as additional insureds. Any deductible amounts under any insurance policies required hereunder shall be subject to Lessor's prior written approval, which shall not be unreasonably withheld. Lessee shall deliver to Lessor certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, on the first day of the Lease Term and thereafter at least five (5) business days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced (and the certificate of insurance furnished by Lessee shall verify same), except after five (5) business days' prior written notice has been given to Lessor. Lessee's coverage shall be primary insurance with respect to Lessor, and its officers, directors, and employees. Any insurance or self-insurance maintained by Lessor and/or its property administrator for the subject property shall be in excess of, and not contributing with, Lessee's

insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

6.2 Lessee's Liability Insurance. Lessee shall keep in force during the term of this Lease a policy of commercial general liability insurance insuring against any liability arising out of Lessee's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Lessee, its agents, employees, contractors, and invitees in and about the Premises and the Building. As of the first day of the Lease Term, such insurance shall provide coverage for and shall be in the amount of not less than \$1,000,000 per occurrence for bodily injury and property damage. Lessor shall have the right to increase the amount of insurance required hereunder to reflect changing market conditions or industry standards. Lessee's coverage shall be primary insurance as respects Lessor, its officers, agents, and employees. Any insurance or self-insurance maintained by Lessor shall be excess of the Lessee's insurance and shall not contribute with it. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.3 Waiver of Subrogation. Neither Lessor nor Lessee shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Lessor and Lessee shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

6.4 Indemnification and Waiver by Lessee. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Lessor, Lessee agrees (and Lessee shall cause its contractors and subcontractors to agree) that neither Lessor, and its and their officers, directors, elected or appointed officials, agents, and employees nor Lessor's employees, agents, representatives, and contractors, and each of their successors and assigns (each, "Lessor Party" and collectively "Lessor Parties") shall be liable for any injury to or death of persons or damage to property of Lessee (or its contractors and subcontractors) or any other person from the Effective Date of this Lease. Lessee shall defend, indemnify, and hold Lessor and the Lessor Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees ("Claims") arising from or relating to (a) Lessee's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Lessee or Lessee's agents, employees, members, partners, officers, directors, contractors, and invitees (each, "Lessee Party" and collectively "Lessee Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Lessor. The terms of the indemnification by Lessee set forth in this Section 6.4 shall survive the expiration or earlier termination of this Lease.

7. USE.

The Premises shall be used only for the Approved Use for no other purpose or use. Lessee shall operate its business at the Premises in a first-class manner under the Trade Name and shall not change its Trade Name without Lessor's prior written consent, nor shall Lessee operate its business in a manner or for such a use as would be inconsistent with first-class commercial retail facilities. Lessee shall not conduct any sidewalk sale, auction, distress sale, or going-out-of-business sale on the Premises without the prior written consent of Lessor. Lessee shall use the Premises in such a way as not to create a nuisance or cause the cancellation of any insurance policy covering the Premises. Lessee shall keep the Premises, front and rear walkways adjacent to the Premises, and any service delivery facilities allocated for the use of Lessee clean and free from rubbish and dirt at all times and shall store all trash and garbage within the Premises or in designated refuse areas. The failure by Lessee to use the Premises pursuant to this Section 8 shall be considered a default under this Lease, and Lessor shall have the right to exercise any and all rights and remedies provided herein or by law.

8. MAINTENANCE, REPAIRS, ALTERATIONS.

8.1. Lessee's Obligations. Lessee has inspected the Leased Premises and accepts them in their existing condition, on an "as-is" basis. Lessee acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Lessee's intended use. Lessee shall be responsible for the repair of any and all damage to the Premises and/or Building caused by any act of Lessee or its employees, agents, or contractors. If Lessee fails to perform any of its obligations, Lessor may, at its option, after five (5) business days' written notice to Lessee, enter the Premises and put the same in good order and repair, and the cost of Lessor's work, shall become due and payable as Additional Rent by Lessee to Lessor. Notwithstanding any provision of this Lease to the contrary, neither Lessee nor any sublessee, licensee, contractor, customer, agent, employee, or representative of Lessee shall penetrate the walls or roof of the Premises for any purpose at any time without Lessor's prior written consent, which may be withheld in Lessor's sole and absolute discretion, and then only in strict conformance with any conditions of such consent (including, without limitation, the use of such of contractors as Lessor shall require), as Lessor shall impose.

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

9. UTILITIES.

9.1 Obligation To Pay. Lessee shall pay for all water, gas, electricity, and other utilities used by Lessee during the Lease Term, all of which shall be measured through meters.

9.2 Lessor's Responsibility. Lessor shall not be liable for, and Lessee shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities. Lessee agrees that it shall not install any equipment that exceeds or overloads

the capacity of the utility facilities serving the Premises or Building, and that if equipment installed by Lessee requires additional utility facilities, installation of the same shall be at Lessee's expense, but only after Lessor's written approval of same. No failure, stoppage, or interruption of any utility or service shall be construed as an eviction of Lessee, nor shall it relieve Lessee 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, Lessor shall use its reasonable efforts to attempt to restore all services promptly.

10. MECHANICS LIENS.

Lessee 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 Lessee or for persons claiming under Lessee, and Lessee shall indemnify and save Lessor free and harmless from and against any Claims arising from or relating to the same. If Lessee fails to remove, insure over, bond over, or satisfy any such encumbrance, mechanics lien, stop notice, or claim in connection with work performed by or on behalf of Lessee within five (5) business days after written notice by Lessor, Lessor shall have the right (but not the obligation), in addition to any other rights or remedies of Lessor, to use whatever means in its discretion it may deem appropriate to cause said encumbrance, claim, stop notice, or lien to be rescinded, discharged, compromised, dismissed, or removed, including, without limitation, posting a bond. Any such sums paid by Lessor, including attorneys' fees and bond premiums, shall be immediately due and payable to Lessor by Lessee. Lessee shall immediately give Lessor notice of any encumbrance, claim, demand, stop notice, or lien made or filed against the Premises or the Building and/or any action affecting title to the Premises or Building.

11. ASSIGNMENT AND SUBLETTING.

Lessee shall not transfer, assign, sublet, enter into any franchise, license, or concession agreements, change ownership or voting control, mortgage, encumber, pledge, or hypothecate all or any part of this Lease, Lessee's interest in the Premises, or Lessee's business (collectively "Transfer") without first obtaining Lessor's written consent.

12. DEFAULTS, REMEDIES.

12.1 Lessee's Default. Lessee shall be in default in the event of any of the following: (a) if Lessee fails to make any payment of Rent, Additional Rent, or any other sum or amount payable hereunder and such failure shall continue for fifteen (15) calendar days after written notice by Lessor; (b) if Lessee fails to perform any other obligation to be performed by Lessee hereunder and such failure shall continue for fifteen (15) days after written notice by Lessor; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a fifteen (15) calendar day period, then Lessee shall not be deemed to be in default if it shall commence such cure within such fifteen (15) calendar day period and thereafter rectify and cure such default with due diligence; (c) if Lessee abandons or vacates the Premises; (d) if Lessee files a petition or institutes any proceedings under the Bankruptcy Code; (e) if Lessee ceases to conduct business; (f) if any such proceeding of similar kind or character is filed against Lessee; or (g) if Lessee is in monetary default three (3) times in any six (6) month period. Any notice

given by Lessor pursuant to clauses (a) or (b) of this Section 13.1 shall be in lieu of, and not in addition to, any notice required under the forcible entry and detainer provisions of Article IX of the Code of Civil Procedure, 735 ILCS 5/9-101, et seq. (Forcible Entry and Detainer Statute), or of any similar superseding statute. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by the Forcible Entry and Detainer Statute or any similar or successor statute.

12.2 Remedies in Default.

12.2.1 In the event of a default by Lessee, Lessor, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Lessee or any other person, may (a) terminate this Lease and Lessee's right to possession of the Premises and recover possession of the Premises and remove all persons therefrom; (b) have the remedies available at law or in equity (Lessor may continue the Lease in effect after Lessee's breach and abandonment and recover Rent as it becomes due, if Lessee has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Lessee in or to the Premises.

12.2.2 Lessee's right to possession shall not be deemed to have been terminated by efforts of Lessor to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, including its entry upon the Premises, appointment of a receiver to protect Lessor's interests hereunder, or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Lessor shall have notified Lessee in writing that Lessor has so elected to terminate this Lease. In the event of any entry or taking possession of the Premises as aforesaid, Lessor shall have the right, but not the obligation, to (a) remove therefrom all or any part of the personal property located therein and place the same in storage at the expense and risk of Lessee, and/or (b) erect a barricade and partition the Premises at the expense of Lessee.

12.2.3 In the event that Lessor shall elect to relet, rentals received by Lessor from such reletting shall be applied first, to the payment of any indebtedness (other than Rent) due hereunder from Lessee to Lessor; second, to the payment of any cost of such reletting (including brokerage commissions); third, to the payment of the cost of any alterations and repairs to the Premises required to relet the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future Rent as the same may become due and payable hereunder. Should reletting, during any month to which such Rent is applied, result in the actual payment of rentals at less than the Rent payable during that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor immediately upon demand therefor by Lessor. Such deficiency shall be calculated and paid monthly. Lessee shall also pay to Lessor as soon as ascertained, any costs and expenses incurred by Lessor in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

12.2.4 Lessee hereby waives for Lessee and for all those claiming under Lessee all right, now or hereafter existing, to redeem by order or judgment of any court or by any legal process or writ Lessee's right of occupancy of the Premises after any termination of this Lease.

12.3 Default by Lessor. Lessor's failure to perform any of the terms, covenants, conditions, agreements, or provisions of this Lease required to be done by Lessor, within five (5) business days after written notice by Lessee to Lessor of said failure shall be deemed a default by Lessor (except that when the nature of the Lessor's obligation is such that more than fifteen (15) calendar days are reasonably required for its performance, then the Lessor shall not be deemed in default if it commences performance within the fifteen (15) calendar day period and thereafter diligently pursues the cure to completion. Lessee's sole remedy for breach of this Lease by Lessor shall be an action at law for damages, injunction, specific performance, or termination of this Lease. Except as otherwise specifically provided in this Lease, Lessee shall have no right to terminate this Lease on account of any breach or default by Lessor, unless termination is granted by a court of competent jurisdiction. In no event shall Lessor be liable for consequential damages, nor shall Lessee be excused from the payment of Rent due hereunder as a result of any default by Lessor. Except for the indemnification required under this Lease, the Lessor's aggregate liability to Lessee arising out of or related to this Lease shall not exceed the total Rent paid, not including Additional Rent.

13. DESTRUCTION.

13.1 Lessor's Option To Terminate. In the event of (a) damage to the Premises or Building caused by an uninsured casualty (or the amount of damage exceeds the applicable insurance coverage(s) available for repair of the damage by more than \$ 10,000.00); (b) a casualty causing damage to the Premises or Building that cannot be repaired within 120 calendar days from the date of damage or destruction under the laws and regulations of the state, federal, county, and municipal authorities or other authorities with jurisdiction; or (c) a casualty occurring during the last month of the Lease Term, either Lessor or Lessee may terminate this Lease at the date of the damage upon written notice to the other party given within thirty (30) calendar days following the date of the casualty.

13.2 Building Damage. In the event that the Building is destroyed to the extent of not less than fifty (50%) percent of the replacement cost thereof, Lessor may elect to terminate this Lease, whether the Premises be injured or not, in the same manner as in Section 13.1 above. In all events, a total destruction of the Building or the Premises shall, at Lessor's option, terminate this Lease.

14. COMPLIANCE WITH LAWS.

14.1 Laws Generally. Lessee, at its sole cost and expense, shall comply 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 Building, then such work shall be performed by Lessee at Lessee's sole cost.

14.2 Compliance with Environmental Laws.

14.2.1 Lessee shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises, the Common Areas, or any portion of the Building by Lessee or any of the Lessee Parties. As used in this Lease, "Hazardous Materials" shall mean any hazardous, toxic, or radioactive substance, material, matter, or waste that is or becomes regulated by any Environmental Regulation, and shall include asbestos, petroleum products, radon gas, polychlorinated biphenyls (PCBs), and all substances classified under the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. §6901, et seq., and all environmental protection statutes of the state and municipality in which the Premises are located.

15. HOLDING OVER.

If Lessee, with Lessor's consent, remains in possession of the Premises after the expiration or sooner termination of the Lease Term, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable upon thirty (30) calendar days' prior written notice given at any time by either party. All provisions of this Lease shall apply to the month-to-month tenancy, except those specifying the Lease Term, options to extend, and Monthly Base Rent, which shall be equal to two hundred (200%) percent of the Monthly Base Rent paid in the month immediately preceding the month-to-month tenancy. Neither any provision hereof nor acceptance by Lessor of Rent (or partial payment of Rent) after such expiration or earlier termination without Lessor's written consent shall be deemed a consent to a holdover hereunder or result in a renewal of this Lease or an extension of the Term, or a waiver of any of Lessor's rights or remedies with respect to such holdover. Notwithstanding any provision to the contrary contained herein, (a) Lessor expressly reserves the right to require Lessee to surrender possession of the Premises upon the expiration of the Term of this Lease or upon the earlier termination hereof or at any time during any holdover, the right to reenter the Premises, and the right to assert any remedy at law or in equity to evict Lessee and collect damages in connection with any such holding over; and (b) Lessee shall indemnify, defend, and hold Lessor harmless from and against any and all claims, demands, actions, losses, damages, liabilities, obligations, costs, and expenses, including, without limitation, attorneys' fees, consultants' fees, and court costs incurred or suffered by or asserted against Lessor by reason of Lessee's failure to surrender the Premises upon the expiration or earlier termination of this Lease in accordance with the provisions of this Lease. Lessor shall have no duty whatsoever to notify or remind Lessee of any pending expiration of this Lease.

16. LATE CHARGE AND INTEREST.

16.1 Late Charge. Lessee hereby acknowledges that late payment by Lessee to Lessor of Rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Rent or other sum due from Lessee shall not be received by Lessor's designee on

the date such Rent or other sums are due Lessor, Lessee shall pay to Lessor a late charge equal to fifteen (15%) percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. In addition, Lessee shall pay to Lessor any attorneys' fees and expenses incurred by Lessor by reason of Lessee's failure to pay Rent and/or other charges when due hereunder.

16.2 Interest. Any sum due and payable to Lessor under the terms of this Lease that is not paid when due shall bear interest from the date when the same becomes due and payable by the provisions hereof until paid at a per annum statutory interest rate.

17. QUIET ENJOYMENT.

As long as Lessee is not in default hereunder, then, subject to the other terms and conditions of this Lease, Lessee shall not incur any manner of hindrance or interference with its quiet enjoyment, possession, and use from Lessor, subject to the provisions of this Lease.

18. RIGHT OF ENTRY.

Lessor and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to inspect the Premises, or for any other purpose without diminution or abatement of Rent. During the last sixty (60) days of the Lease Term, Lessor shall have the right to show the Premises to prospective Lessees and/or purchasers upon reasonable notice to Lessee, and Lessor reserves the right to place a "For Sale" or "For Rent" sign on the outside of the Premises.

19. WAIVERS.

No delay or omission in the exercise of any right or remedy of Lessor with respect to any default by Lessee 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 Lessor. The receipt and acceptance by Lessor of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default. Lessor's consent or approval shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee, whether or not similar to the act so consented to or approved.

20. TRANSFER OF LESSOR'S INTEREST.

If Lessor conveys in a sale, exchange, or otherwise all of its interest in the Premises, then Lessor, on consummation of the conveyance, shall thereupon automatically be released from any obligation or liability thereafter accruing under this Lease.

21. TERMINATION.

Notwithstanding any provision set forth herein, either party may terminate this Lease Agreement or any extension thereto, upon thirty (30) days written notice of same served upon the other party.

22. ATTORNEY'S FEES.

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.

23. NOTICES.

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 above 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; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; (c) personal delivery; or (d) email transmission, in which case Notice shall be deemed delivered upon receipt of confirmation of such email transmission of such Notice (provided a follow-up Notice is (i) mailed by certified or registered United States Mail, postage prepaid, return receipt requested; (ii) delivered by overnight courier delivery; or (iii) delivered by personal delivery within three (3) business day thereafter). 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.

24. AUTHORITY AND LIABILITY OF LESSEE.

If Lessee is a corporation or a limited liability company, each individual executing this Lease on behalf of Lessee hereby covenants and warrants that Lessee is a duly authorized and existing corporation or limited liability company, as the case may be, that Lessee has and is qualified to do business in the State of Illinois, that Lessee has full right of power and authority to enter into this Lease, and that each person signing on behalf of the corporation or limited liability company, as the case may be, is authorized to do so in accordance with the terms of such entity's articles or certificate of incorporation, bylaws, or other organizational documents. If Lessee is a partnership or trust, each individual executing this Lease on behalf of Lessee hereby covenants and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee in accordance with the terms of such entity's partnership or trust agreement. Lessee shall provide Lessor on demand with such evidence of such authority as Lessor shall reasonably request.

25. MISCELLANEOUS.

25.1 Cumulative Remedies. No remedy herein conferred on or reserved to Lessor 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.

25.2 Waiver of Trial by Jury. Lessor and Lessee desire and intend that any disputes arising between them with respect to or in connection with this Lease be subject to expeditious resolution in a court trial without a jury. Therefore, Lessor and Lessee each hereby waive the right to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, or other hearing brought by either Lessor against Lessee or Lessee against Lessor or any matter whatsoever arising out of, or in any way connected with, this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

25.3 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

25.4 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 Piatt County, Illinois.

25.5 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; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof, or if said party does have such bearing, said dispute occurs despite said party's good-faith efforts to resolve the same); 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.

25.6 Successors and Assigns. Subject to the provisions of this Lease regarding assignment and subletting, 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.

25.7 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 Lessor and Lessee.

25.8 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 agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Lessor and Lessee concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are set forth 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 Lessor or Lessee unless reduced to writing and signed by each party.

25.9 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. If Lessee elects to dispute any billing or reconciliation from Lessor, Lessee must do so within 30 days after Lessee's receipt of such billing or reconciliation, or Lessee shall be deemed to have waived all rights to so dispute the same.

25.10. No Drafting Presumption. The parties acknowledge that this Lease has been prepared jointly by the parties, and no ambiguity in the language of this Lease shall be construed in favor of or against any of the parties.

25.11. Execution in Counterparts. The parties agree that this Lease may be executed in counterparts and will become effective immediately upon execution by all parties, subject to exchange of signature pages. A signed copy of this lease sent by by e-mail in portable document format (.pdf) shall be deemed an original.

[remainder of page intentionally blank - signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

LESSOR: CITY OF MONTICELLO, an Illinois municipal corporation

By: _____
Mayor

Attest:

City Clerk

LESSEE: A SMALL HAND - PIATT COUNTY CARES, INC.,
an Illinois not-for-profit corporation

By: _____
Its President

Attest:

Its Secretary