

**LEASE AGREEMENT FOR THE REAL PROPERTY LOCATED AT
1320 AURORA AVENUE, NAPERVILLE, ILLINOIS 60540**

LOCATION:	TERM OF LEASE:	ANNUAL RENT:
1320 Aurora Avenue, Naperville, Illinois 60540 (As provided for and incorporated herein in Exhibit A)	Commencing: February 1, 2018 Ending: January 31, 2028	\$1.00

LESSEE

Naperville Safety Town Commission,
an Illinois Not-for-Profit Corporation
1320 Aurora Ave.
Naperville, Illinois 60540

LESSOR

City of Naperville
an Illinois Municipal Corporation
C/o City Manager
400 S. Eagle Street
Naperville, Illinois 60540

In consideration of the mutual covenants and agreements herein stated, LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR solely for the use of the Premises as provided for herein, the real property described in Exhibit A (attached hereto and incorporated therein) together with the appurtenances for the shown term

1. TERM

The Term of this Lease shall be as set forth above.

2. RENT

The rent shall be \$1.00 (one dollar) per year.

3. PREMISES

The Premises which is the subject of this Lease includes the real property together with the appurtenances thereon located at 1320 Aurora Avenue, Naperville, Illinois, adjacent to the Naperville Police Department Building on Lot I of Spring Lake Office Park Subdivision. The Premises consist of the southwest corner of Aurora Avenue and River Road, Naperville, Illinois. The actual area is legally described and depicted on **Exhibit A**.

4. USE OF PREMISES

The Premises shall be used only for the operation and maintenance of the Naperville Safety Town and uses related thereto.

5. TAXES

LESSOR and LESSEE shall cooperate in maintaining the tax exemption for the subject Premises. LESSEE is responsible for any real estate taxes resulting from this Lease or the loss of the tax exempt status of the Premises.

6. SUBLETTING/ASSIGNMENT

LESSEE shall not assign this Lease nor offer for lease or lease Premises, nor any portion thereof. LESSEE may offer the short-term use of the classroom and other facilities which are located on the Premises to any local not-for-profit or community group at no charge. Any other use or rental of the classroom and other facilities which are located on the Premises requires prior written consent of the LESSOR.

7. LESSEES NOT TO MISUSE

LESSEE will not permit any unlawful or immoral practice, with or without their knowledge or consent, to be committed on the Premises by themselves or by any other person. LESSEE will not allow the Premises to be used for any purpose other than the use permitted under the terms of this Lease, that will increase the rate of insurance thereon, nor for any purpose other than that herein specified. LESSEE will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable liquids or explosives, without the written permission of LESSOR first had and obtained. LESSEE will not load the floors beyond the floor load rating prescribed by applicable municipal ordinances. LESSEE will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the LESSOR or the Premises or any building upon the Premises.

8. QUIET ENJOYMENT

LESSOR makes the covenant to quiet enjoyment of the Premises to LESSEE.

9. CONDITION ON POSSESSION

LESSEE has examined and knows the condition of the Premises and acknowledges that no representations have been made as to the condition and repair thereof.

10. ALTERATIONS / PAINTING

LESSEE shall not post, paint or place, or permit others to post, paint or place, on the Premises or any building on the Premises any advertisement or sign without first obtaining LESSOR'S written permission, except on the LESSEE'S kiosk.

11. CONSTRUCTION REPAIRS AND MAINTENANCE

LESSEE has constructed or caused to be constructed buildings, structures, and facilities on the Premises. LESSEE is the sole owner and shall be solely responsible for all buildings, structures, and facilities constructed by LESSEE on the Premises. LESSEE, subject to the repair and maintenance obligations specifically assumed by LESSOR, and only as enumerated herein, shall keep the Premises and appurtenances, including all buildings, structures, and facilities constructed by LESSEE in a safe, clean, sightly and healthy condition, and in good repair, all according to the applicable statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly

authorized, all at its own expense, and shall yield the Premises and appurtenances back to the LESSOR upon the termination of this Lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as of the date of the commencement date of this Lease, reasonable wear and tear excepted. If, however, the Premises and the buildings, structures and facilities are not kept in a safe condition, good repair and in a clean, sightly and healthy condition by LESSEE, as aforesaid, LESSOR may, but is not required to, enter the same, itself or by its agents, servants or employees, without such entering causing or constituting a termination of this Lease or any interference with the possession of the Premises by LESSEE and LESSOR may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of the commencement date of this Lease and LESSEE agrees to pay LESSOR, in addition to the rent hereby reserved, the expenses of LESSOR in thus replacing the Premises in that condition. LESSEE shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures. Any such action by LESSOR shall not be deemed a waiver or release of LESSEE of its obligations under this paragraph.

11.1. LESSEE is solely responsible for all costs and expenses to operate, maintain, repair, replace, or remove the buildings, structures, any other facilities and the parking lots on the Premises. LESSOR will have the parking lot of the Premises snow plowed, and shall maintain the landscaping outside of the fenced area (lawn mowing and similar maintenance).

11.2. All operations of the Naperville Safety Town shall be performed in accordance with applicable ordinances and policies of the LESSOR.

12. ACCESS TO PREMISES

LESSEE will allow LESSOR or any person authorized by LESSOR free access to the Premises for any purpose which does not interfere with LESSEE'S rights under this Lease.

13. NON-LIABILITY OF LESSOR

Except as provided by Illinois statute, LESSOR shall not be liable to LESSEE for any damage or injury to employees, agents, invitees or property which arise or results from LESSEE'S use of the leased Premises, loss due to the willful and wanton conduct of the LESSOR excepted. LESSOR shall also not be liable for loss of property due to theft. All claims for any such damage or injury being hereby expressly waived by LESSEE.

14. GENERAL LIABILITY INSURANCE:

LESSEE shall obtain, at its sole expense, keep fully in force, and effect during the Term of this Lease, Comprehensive Commercial General Liability insurance for a combined single limit of not less than Three Million Dollars (\$3,000,000.00) for any one occurrence for personal injury and/or property damage liability and Three Million Dollars (\$3,000,000.00) aggregate general liability. LESSEE shall also obtain, at its sole expense, extended fire and casualty insurance on all improvements written on a replacement cost basis. The insurance so afforded shall be written in favor of LESSEE, shall include coverage for liability and indemnification assumed under the Lease and shall list LESSOR, its agents, officials and

employees as additional named insureds. Such policies of insurance shall contain endorsements that (1) such insurance coverage is primary and non-contributory as to the LESSOR, its agents, officials and employees, and (2) that such insurance coverage shall not be canceled or modified except upon thirty (30) days prior written notice to LESSOR. LESSEE shall also obtain, at its sole expense, workers' compensation insurance and automobile insurance, if required and in compliance with statutory requirements. Written evidence of such insurance shall be filed with LESSOR prior to entry into this Lease and upon each insurance premium renewal, and this Lease shall be subject to approval by LESSOR as to the terms and conditions of that insurance coverage. LESSOR reserves the right to require adequate insurance be provided to LESSOR and LESSEE by short term users of the Premises and facilities as noted in Paragraph 6 hereof.

15. FIRE AND CASUALTY

In case the Premises shall be rendered untenable by fire, explosion, natural disaster, or other casualty, LESSOR may, at its option, terminate this Lease or commence repair of the Premises within sixty (60) days. If LESSOR does not commence repair of the Premises within said time, the term hereby created shall cease and terminate. LESSOR shall not be liable for any consequential damages resulting from loss of use of building

16. TERMINATION

It is agreed that upon the happening of any of the following: (1) if LESSEE defaults on any of LESSEE'S obligations in this Lease; or (2) if the leasehold interests of the LESSEE is levied upon or attached by process of law; or (3) if LESSEE makes an assignment for the benefit of creditors; or (4) if a receiver is appointed for any property of LESSEE thereupon *ipso facto* and without entry or other action by LESSOR; or (5) upon six month prior written notice from one Party to the other to terminate this Lease for any or no reason, then such event or action shall be deemed to constitute a termination of this Lease and the Lease shall cease and terminate. At the termination of the Term of this Lease, by lapse of time or otherwise, LESSEE shall yield up immediate possession of the Premises to LESSOR, in good condition and repair, loss by fire, natural disaster, explosion, or other casualty, and reasonable wear excepted. Furthermore, except as otherwise agreed to in writing by the parties, LESSEE shall remove all buildings, and structures from the Premises and return the Premises to LESSOR in good condition, reasonable wear excepted, unless fire, explosion, natural disaster, or other casualty completely or substantially destroys the structures, and LESSEE determines not to rebuild or repair.

17. LESSOR'S REMEDIES

If LESSEE shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this Lease contained, LESSEE'S right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by LESSEE shall constitute a forcible detainer of the Premises, and if the LESSOR so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this Lease shall thereupon terminate, and upon the termination of LESSEE'S right of possession, as aforesaid, whether this Lease be

terminated or not, LESSEE agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to LESSOR full and free license to enter into and upon the Premises or any part hereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove LESSEES or any other person who may be occupying the Premises or any part thereof, and LESSOR may use such force in and about expelling and removing LESSEE and other persons as may reasonably be necessary and LESSOR may repossess itself of the Premises as of this former estate, but such entry upon the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by LESSEE. LESSEE hereby waives all notice of any election made by LESSOR hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer or to landlord and tenant, or any other statute, or by the common law, during the term of this Lease. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by LESSEE, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of LESSOR'S right to act without notice or demand or of any other right hereby given LESSOR, or as an election not to proceed under the provisions of this Lease.

- 17.1.** LESSEE shall indemnify, hold harmless and defend LESSOR, its agents, officials, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorney's fees, which may in any way accrue against the LESSOR as a consequence of the granting of this Lease or which may in any way result therefrom, except for any such actions caused by LESSOR, its agents, officials, or employees.
- (a)** In any such action against LESSOR, LESSEE shall, at its expense, appear, defend and pay all charges of attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith: and if any judgment shall be rendered against LESSOR in any such action, LESSEE shall, at its expense, satisfy and discharge such judgment.
 - (b)** Nothing in this Lease shall be construed as prohibiting the LESSOR, its directors, officers, agents, or employees from defending through the selection and use of their own agents, attorneys and experts, any claims actions or suits brought against them arising out of the performance of this Lease.
 - (c)** LESSEE'S obligation to indemnify shall not be limited by reason of the enumeration of any insurance coverage required by this Lease

17.2. LESSOR shall indemnify, hold harmless and defend LESSEE, its agents, officials, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorney's fees, which may in any way accrue against the LESSEE as a consequence of the granting of this Lease or which may in any way result therefrom, except for any such actions caused by LESSEE, its agents, officials, or employees.

- (a) In any such action against LESSEE, LESSOR shall, at its expense, appear, defend and pay all charges of attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against LESSEE in any such action, LESSEE shall, at its expense, satisfy and discharge such judgment.
- (b) Nothing in this Lease shall be construed as prohibiting the LESSEE, its directors, officers, agents, or employees from defending through the selection and use of their own agents, attorneys and experts, any claims actions or suits brought against them arising out of the performance of this Lease.
- (c) LESSOR'S obligation to indemnify shall not be limited by reason of the enumeration of any insurance coverage required by this Lease.

18. COSTS AND FEES

LESSEE shall pay upon demand all LESSOR'S costs, charges and expenses, including reasonable fees of attorneys, agents and others retained by LESSOR, incurred in enforcing any of the obligations of LESSEE under the Lease or in any litigation, negotiation or transaction in which LESSOR shall, without LESSOR'S fault, become involved through or on account of this Lease.

19. NOTICES

Notices may be served on either party, at the respective addresses given at the beginning of this Lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to LESSOR or LESSEE at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

20. MODIFICATION

All representations and obligations of LESSOR and of LESSEE are contained herein. No modifications, waiver, or amendment of this Lease, or any of its terms, shall be binding upon LESSOR nor upon LESSEE unless such are in writing and signed by a duly authorized officer of the obligor.

21. MISCELLANEOUS

- a. LESSEE will provide janitor services and supplies for the building and facilities and the maintenance and repair of the fire and burglar alarm system.

- b. All utility fees or charges, fees, or assessments for garbage, refuse, recycling, and yard waste collection shall be the sole responsibility of the LESSEE. LESSEE shall not place any garbage or yard waste in any LESSOR utilized waste container of any kind, but shall be solely responsible for the proper disposal of all such wastes.
- c. All door locks and paddle locks incorporated into any of the buildings or structures on the Premises shall be integrated into the LESSOR'S master key system.
- d. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and insure to the benefit of LESSOR and LESSEE and their respective heirs, legal representatives, successors and assigns.
- e. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

22. SEVERABILITY

If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not alter, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

23. AUTHORITY

LESSOR AND LESSEE as provided below, warrant that each has the express authority to execute this Lease on behalf of their governing bodies.

LESSOR:

LESSEE:

CITY OF NAPERVILLE

NAPERVILLE SAFETY TOWN COMMISSION

By: _____
Douglas Krieger
City Manager

By: 
Laura Georgi
President, Safety Town Commission

ATTEST:

Pam Gallahue
City Clerk