

COMMERCIAL BUILDING LEASE

In consideration of the mutual covenants and agreements accepted and agreed to in this Commercial Building Lease entered into today, the Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the Leased Premises, such business relationship being governed by the provisions of this Lease, as follow:

PROVISIONS

Date of Lease: March 22, 2019

Landlord: Peterson Properties
Contact: Alfred W. Peterson
15745 Annico Drive
Homer Glen, Illinois 60491
708.428.4200 telephone

Tenant: Village of Homer Glen
Contact: Village Manager
14240 West 151st Street
Homer Glen, Illinois 60491

**Off-Hours/
Emergency
Contact:** Alfred W. Peterson
708.774.2200 cell OR
312.656.5009 cell OR
708.774.2300 cell

**Off-Hours/
Emergency
Contact:** John Robinson
708.516.6858

(In case of an Emergency, please call **all numbers** in sequence – do NOT leave voice mails as this may delay response to your situation.)

Term of Lease: 2 years – with the option to terminate early with at least 90 days’ written notice, after 18 months.

Commencing: June 1, 2019
Ending: May 31, 2021

Location of Leased Premises: 15757 Annico Drive, Unit #3, Homer Glen, Illinois 60491

Monthly Rent: \$ 2,390.00 Subject to increase according to rent schedule.

Security Deposit: \$ 4,780.00 (Waived) Subject to increase according to rent schedule.

Real Estate Tax Proration:

Percentage of Leased Premises to parcel: 22%

Purpose: Storage of Emergency Management Vehicles and Equipment
Storage of Village Records

1. Rent.
Monthly rent is due and Tenant shall deliver payment to Landlord, at Landlord's address stated above, on the first day of each month. Payment by check is to be drawn to the order of **PETERSON PROPERTIES**.

2. Security Deposit. **WAIVED**
A. Purpose.
As security for the performance of its obligations under this Lease, Tenant upon its execution of this Lease shall pay to Landlord a security deposit ("Security Deposit") in the amount specified above. The Security Deposit may be applied by Landlord to cure any default of Tenant under this Lease, and upon notice by Landlord of such application, Tenant shall replenish the Security Deposit in full by promptly paying to Landlord the amount so applied. The Security Deposit may be commingled with Landlord's other funds and Landlord shall not pay any interest on the Security Deposit. In the event that the Security Deposit has not been paid by the Tenant to the Landlord as of the Commencement Date of this Lease, Tenant shall be prohibited from taking occupancy and or use of the Leased Premises; there shall be no other agreements or promises to the contrary binding

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upon Landlord unless such are in writing and executed by the parties hereto. However, the Lease will remain in effect and all obligations for any Rent obligations will continue. Within thirty (30) days after the Expiration Date, provided Tenant has vacated the Leased Premises, Landlord shall return to Tenant the Security Deposit, less any monetary damages caused by Tenant's default, expenses incurred due to damage to the Leased Premises or the Building, and such other deductions as may be provided under this Lease. The Security Deposit shall not be deemed an advance payment of Rent or measure of damages for any default by Tenant under this Lease, nor shall it be a bar or defense of any action, which Landlord may at any time commence against Tenant.

B. Tendering of Security Deposit and First Month's Rent

Notwithstanding any provision in this Lease to the contrary, Landlord shall not be obligated under any covenant or agreement under the Lease until such time that Tenant has tendered the Security Deposit and the first payment of monthly Base Rent. Tenant must tender such within seven (7) calendar days after the execution of the Lease. In the event that Tenant fails to so tender payment, without notice required of Landlord to tenant, such failure shall be a Default Event under this Lease

3. Condition of the Leased Premises at Commencement.

Tenant has examined the Leased Premises and has received such in good order and repair, such suited for the purposes intended. Tenant acknowledges that no representations as to condition or repair, promises to repair or improve, or fitness for a particular purpose, have been made by Landlord prior to the execution of this Lease that are not expressly provided in writing and appended hereto.

4. Keys and Access.

Landlord shall furnish to Tenant two (2) complete sets of keys to all locks within the Leased Premises accessible to the Tenant, and, if applicable, security passage codes. Tenant shall safeguard such keys and codes and take all reasonable measures to ensure the integrity of the security of the Leased Premises. Landlord shall retain a set of keys, and Tenant shall furnish Landlord with keys to any new or changed locks, for use in emergencies and as expressly provided under this Lease. Entry lock may not be changed.

Tenant shall allow Landlord free access to the Leased Premises for the purpose of examining or exhibiting such, or to make any needed repairs, or to place advertisements for sale or rent of the Leased Premises, and shall not interfere with such. Except in cases of emergency, Landlord shall have access upon two (2) days' notice, provided either verbally or in writing to the Tenant, and notice of entry due to emergency as soon thereafter as possible.

5. Tenant's Maintenance.

Tenant shall keep the Leased Premises, including all appurtenances, improvements, parking spaces, mechanical systems, and glass, in good repair, and, subject to Landlord's written approval, shall repair any damaged or broken items with new items of equal quality and size. Tenant shall observe good housekeeping and maintain the Leased Premises, and immediately adjacent exterior areas, in a clean and healthful condition and free from trash, debris, puddles of oil or water, and other materials, which may increase the chance of fire or accident. Tenant shall not keep, or allow to be kept, or used any inflammable or explosive liquids or materials, except as such may be directly necessary for Tenant's business, and in such case the substances will be property marked, stored, used, and disposed of in accordance with applicable-ordinances, regulations, and statutes. Tenant shall promptly remove all accumulations of snow, or ice on the sidewalks and doorways immediately adjacent to your unit.

Tenant shall use the Leased Premises only for the purpose stated above, and will not allow any other person to occupy the Leased Premises, or any part thereof, nor sublet or assign this Lease or the right to occupy, without the express written consent of the Landlord. In such case, the Landlord may require reasonable guaranties of indemnification and performance. Tenant shall not allow the Leased Premises to be used for any unlawful purpose, conduct of activities that would injure the reputation of the Landlord, the Leased Premises, or the building, provide a nuisance to other tenants or the neighborhood, or increase the fire hazard or insurance rating of the building. Tenant will not allow the Leased Premises to remain vacant for more than ten (10) consecutive calendar days and shall be responsible to periodically inspect the Leased Premises.

Tenant shall secure Landlord's written consent prior to the installation of fixtures, including but not limited to any signs to be placed on the exterior of the Leased Premises or be visible through windows.

6. Changes to Leased Premises by Tenant.

All changes to the Leased Premises, including construction, decorating, and demolition, must be approved by the Landlord prior to any commencement. Tenant shall be responsible for providing architectural drawings and fully complying with local codes and ordinances, including costs for applications, fees, inspections, and professional services, as necessary. Landlord may, in its reasonable discretion, require proof of ability to pay for the intended work or deposit into escrow of the reasonable estimate for said work.

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For Landlord



For Tenant

16. Damage by Fire or Other Casualty.

In the case that the Leased Premises shall be damaged by fire or other casualty so that it is untenable, Landlord may, at its option, either terminate this Lease or repair the Leased Premises within sixty (60) days after the casualty; if Landlord cannot complete repairs within 60 days, Tenant, at its option, may terminate the Lease. Landlord shall not be liable to the Tenant to share any insurance proceeds or judgments. If the Lease is terminated by either Party, rent shall be calculated on a daily basis for the period up to the date of the casualty.

17. Holding Over.

If Tenant retains possession of the Leased Premises after the Expiration Date of the Term the termination or expiration of this Lease for any other reason, Tenant shall pay Landlord double the monthly Rent, for the final month of the Term for each month or partial month after the expiration or termination of this Lease. The provisions of this Article shall not constitute a waiver by Landlord of any re-entry rights of Landlord hereinbefore or by law provided. Payment by Tenant of monies pursuant to this Article shall not be construed as liquidated damages or a limitation upon Landlord's remedies in the event that Landlord is reasonable unable to consummate a transaction with a third party prospective tenant due to Tenant's unauthorized holdover.

18. Notices.

All Parties must provide Notices required under this Lease in writing, and deliver such to the other Party in one of the following manners: (1) certified delivery to the above address, return receipt requested, first class postage pre-paid, retaining a receipt of mailing; or (2) personal delivery, with a signed written receipt by the receiving Party; or (3) by facsimile transmission, to the telephone number indicated above, with a copy thereof, together with a printed facsimile transmission report, to be sent by regular first class mail to the above address. Where notice is given by mail, delivery is presumed 5 business days after deposit with the United States Post Office, or such earlier date indicated on the return receipt card, but no later than said five days. Where notice is given by facsimile, delivery is conclusively presumed at the time of facsimile dispatch and not posting or delivery of the aforementioned copy. Where Tenant has abandoned the Leased Premises, posting of notice on the door of the Leased Premises and mailing to the address designated above is sufficient to establish notice and the date of such notice. Landlord and Tenant may change their respective addresses and/or agent to which notices, payments, or correspondence must be directed; the other Party must be informed of such changes in the same manner as notices are given.

19. Real Estate Brokers: Indemnification

Tenant represents that it has not dealt with any real estate broker, sales person, or finder in connection with this Lease, and no such person initiated or participated in the negotiation of this Lease, or showed the Leased Premises to Tenant. Tenant hereby agrees to indemnify and hold harmless Landlord from and against any and all liabilities and claims for commissions and fees arising out of a breach of the foregoing representation.

20. Subordination.

This Lease is subordinate to all mortgages, which may now or hereafter affect the Leased Premises, building, or real property.

21. Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Leased Premises shall reinstate, continue or extend the Term. Tenant's covenant to pay rent is independent of any other covenant under this Lease and any claim against Landlord shall not be deducted against rent due.

22. Binding Effect.

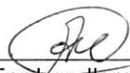
This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns.

23. Modification of Lease.

Should any mortgage, leasehold or otherwise, require a modification or modifications of this Lease, which modification or modifications will not bring about any increased cost or expense to Tenant or in any other way substantially change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified.

24. Captions.

The captions in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the

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scope or intent of contents.

25. Applicable Law.

This Lease shall be construed in accordance with the laws of the State of Illinois. 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 item, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

26. Time.

Time is of the essence of this Lease and the performance of all obligations hereunder.

27. Landlord's Right to Perform Tenant's Duties

If Tenant fails timely to perform any of its duties under this Lease, Landlord shall have the right, but not the obligation, after the expiration of any grace period elsewhere under this Lease expressly granted to Tenant for the performance of such duty, to perform such duty on behalf, and at the expense of Tenant, without further prior notice to Tenant, and all sums expended or expenses incurred by Landlord in performing such duty shall be deemed to be additional Rent under this Lease and shall be due and payable upon demand by Landlord.

28. Riders

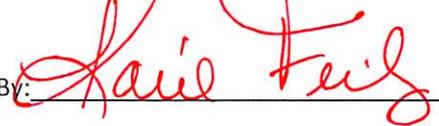
All Riders attached hereto and executed both by Landlord and Tenant shall be deemed to be a part hereof and hereby incorporated herein.

IN WITNESS HEREOF, the Parties hereto have executed this Lease as of the date stated above, agreeing to be bound by its terms.

LANDLORD:
PETERSON PROPERTIES

TENANT:
VILLAGE OF HOMER GLEN

By: 
Alfred W. Peterson

By: 

Title: Owner

Title: Village Manager

RENT SCHEDULE

JUNE, 2019 – MAY, 2020:

Due the first of every month - \$2,390.00

JUNE, 2020 – MAY, 2021:

Due the first of every month - \$2,465.00

Tenant is responsible for 22% of the monthly water bill received from Illinois American Water, which is invoiced quarterly by Peterson Properties to Tenant, with payment due upon receipt.

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For Landlord


For Tenant