

VILLAGE OF CAMPTON HILLS

A RESOLUTION APPROVING A LEASE AGREEMENT

WHEREAS, the Village of Campton Hills is the owner of property located at 40W270 LaFox Road, Suite A, Campton Hills, Illinois, which is the subject of a lease agreement between the Village and Helping Hands, P.C that is set to expire on March 31, 2016; and

WHEREAS, the parties desire to enter into a new lease agreement, subject to the terms and conditions set forth in the Lease attached as Exhibit A ("*Lease Agreement*").

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. The recitals listed above are incorporated into this Resolution as if fully set forth in this Section 1.

SECTION 2. The Village Board of Trustees hereby approves the Lease Agreement attached to this Resolution as Exhibit A. The Village President is directed to execute the Lease Agreement on behalf of the Village.

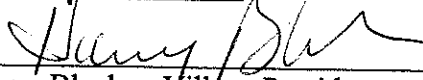
SECTION 3. All ordinances, resolutions, and other documents in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. This Resolution shall be in full force and effect from after its passage and approval in the manner provided by law.

Passed this 5th day of April, 2016 by roll call vote:

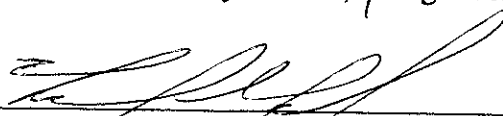
	AYES	NAYES	ABSENT	ABSTAIN
Trustee Laura Andersen	X			
Trustee Susan George	X			
Trustee James McKelvie	X			
Trustee Mike Millette	X			
Trustee Michael O'Dwyer	X			
Trustee Michael Tyrrell	X			
President Harry Blecker				

APPROVED THIS 5th DAY OF April, 2016


 Harry Blecker, Village President

(SEAL)

ATTEST:


 Nicholas Girka, Village Clerk

LEASE AGREEMENT

By this agreement made this 31 day of MARCH, 2016, **HELPING HANDS, P.C.** ("*Lessee*") agrees to lease from the **VILLAGE OF CAMPTON HILLS** ("*Lessor*") the office space described in Section 1 of this Agreement at 40W270 LaFox Road, Suite A, Campton Hills, Illinois 60175 ("*Leased Premises*"), subject to the following terms and conditions:

1. **LEASED PREMISES.** The Leased Premises is comprised of approximately 1,621 square feet in area, and is depicted on Exhibit A plus approximately 420 square feet of basement storage area.
2. **TERM; RENEWAL.** The initial term of this Lease shall be for a five year period, commencing on April 1, 2016, and terminating on March 31, 2021 ("*Initial Term*"). The parties may, by mutual agreement, renew this Lease for two successive three year renewal terms ("*Renewal Term*").
3. **RENT.** Lessee shall pay Lessor as Rent for the Leased Premises the following amount per month during the Initial Term of this Lease, which Rent shall be due in advance on the first day of each month:

April 1, 2016 – March 31, 2017: \$ 2,460.94/ month

April 1, 2017 – March 31, 2018: \$ 2,497.85/ month

April 1, 2018 – March 31, 2019: \$ 2,535.32/ month

April 1, 2019 – March 31, 2020: \$ 2,573.35/ month

April 1, 2020 – March 31, 2021: \$ 2,611.95/ month

The Rent for any Renewal Term shall be calculated based on the Rent due in the last year of the Initial Term and increasing 1.5% per year thereafter during the Renewal Term, unless otherwise mutually agreed upon by the parties.

4. **USE OF LEASED PREMISES.** The Lessee intends to use the Leased Premises for office space and related uses. The Lessee agrees to keep the Leased Premises in a clean, sightly and healthy condition, and in good repair. If the Leased Premise is not kept in good repair and in a clean, sightly and healthy condition by Lessee, Lessor may enter the Leased Premises to make any repairs or maintenance to the Leased Premises, and Lessee agrees to pay Lessor its expenses as additional Rent. Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Leased Premises are a part.
5. **PARKING.** Lessor agrees to identify and designate four parking spaces in the front of the Leased Premises on the south side of the parking lot, which shall include one handicapped space, and one space on the north side of the parking

lot for use by Lessee and its invitees during the Lessee's regular office hours. All other parking at the property shall be on a "first come, first served" basis.

6. **SECURITY DEPOSIT.** Lessee previously paid to Lessor a security deposit in the amount of \$2,350.00. The security deposit will be held by Lessor to secure the faithful performance by the Lessee of all provisions of this lease. Lessor may, to the extent permitted by state or local law or ordinance, apply all or any part thereof in payment of any amounts due Lessor from Lessee, or to pay for any damages caused by Lessee, Lessee's co-occupants or guests, and upon Lessor's demand, Lessee shall, in such case, if applied during the lease term promptly deposit with Lessor such amounts as required to bring the security deposit up to the full amount stated above. Any excess security deposit will be refunded to Lessee after thirty (30) days of the Lease termination.
7. **UTILITIES.** Lessor will be responsible for payment of water bills, real estate taxes, and Fox Mill Square association dues for the Leased Premises. Lessee will be responsible for payment of all gas and electric bills for the Leased Premises. In the event that gas and electric bills are not paid when due, Lessor shall have the right to pay the bills, and invoice Lessee for such charges as additional Rent.
8. **CONDITION ON POSSESSION.** Lessee has examined and knows the condition of the Leased Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this Lease that are not herein expressed.
9. **ACCESS TO PREMISES.** Lessee shall allow Lessor or any person authorized by Lessor free access to the Leased Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations which Lessor may see fit to make. Lessee will allow Lessor to have placed upon the Leased Premises notices or signs of "For Sale" and "For Rent", and Lessee will not interfere with the same.
10. **ALTERATIONS AND IMPROVEMENT.** Lessee may place signage on the Leased Premises subject to Lessor's reasonable approval, which approval shall not be unreasonably withheld. Lessee shall make no other changes or alterations to or in the Leased Premises, including the installation of additional locks or bolts on doors or windows, lighting fixtures or any fixtures of any kind, without the advance written consent of Lessor. At termination of the Lease Agreement, Lessee shall remove any such fixture or improvement at Lessee's sole expense, unless Lessor desires to retain the fixture or improvement (except for Lessee's trade fixtures, equipment and movable furniture which shall remain the property of Lessee and must be removed upon termination of the Lease).

11. **SUBLETTING; ASSIGNMENT.** The Leased Premises shall not be sublet or assigned without the prior written consent of Lessor.
12. **TERMINATION.** At the termination of this Lease, Lessee will yield up immediate possession of the Leased Premises to Lessor, in good condition and repair, loss by ordinary wear and tear excepted, and will return the keys to Lessor.
13. **HOLDING OVER.** If Lessee retains possession of the Leased Premises or any part thereof after the termination of the Initial Term or any Renewal Term, then Lessor may at its option within thirty days after termination of the respective Term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this Lease for one year, and from year to year thereafter, at double the Rent (computed on an annual basis), or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 3, or (c) creation of a tenancy at sufferance, at a rental of \$150.00 per day, for the time Lessee remains in possession. If no written notice is served, then a tenancy at sufferance with Rent as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of Rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.
14. **LESSOR'S REMEDIES.** If Lessee shall vacate or abandon the Leased Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of Rent or breach of any covenant in this Lease. Lessee's right to the possession of the Leased Premises shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever. The mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises and if Lessor so elects, this Lease shall terminate, and Lessee agrees to surrender possession of the Leased Premises immediately and hereby grants to Lessor full and free license to enter into and upon the Leased Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Leased Premises. 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 demand 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 or any extension thereof. 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 rights 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.

15. **LIABILITY.** Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Leased Premises in repair. The Lessee, by signing and accepting this Lease, agrees to compensate the Lessor for any damages from the Lessee's use of the Leased Premises; and agrees to defend, hold harmless, and indemnify the Lessor for and against all liability for injury or death arising from the Lessee's use of the Leased Premises. Any damages to the Leased Premises, building improvements, or fixtures must be reported promptly to the Lessor.
16. **FIRE AND CASUALTY.** In case the Leased Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Leased Premises within 60 days. If Lessor does not repair the Leased Premises within 60 days, or the building containing the Leased Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.
17. **INSURANCE.** Lessee shall keep in force during the term of this Lease Agreement a policy of commercial general liability insurance insuring against any liability arising out of Lessee's use, occupancy, or maintenance of the Leased Premises and the acts, omissions, and negligence of Lessee, its agents, employees, contractors, and invitees in and about the Leased Premises. At the commencement 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. The 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 the Lessor, its officers, agents, and employees. Any insurance or self-insurance maintained by the 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. Lessee shall be responsible, at its own expense, to provide leasehold improvements and contents insurance.
18. **RIGHT OF FIRST REFUSAL.** In the event that during the Initial Lease Term or any Renewal Term, Lessor receives a bona fide third party offer to purchase the building which Lessor would otherwise accept, the Leased Premises, or a portion of the building adjacent to the Leased Premises, Lessor shall, prior to entering into a contract of sale, provide notice to Lessee of such offer. Lessee shall thereupon have fourteen (14) calendar days within which to provide notice to Lessor that Lessee shall enter into an agreement to purchase the property which is the subject to the third party offer on all of the same terms of said offer, excepting only that Lessee may sixty (60) days within which to close the sale of the property which is the subject of the third party offer. In the event Lessee does not exercise this right by written notice within fourteen

(14) calendar days, Lessor may enter into the contract with the third party free of any purchase right by the Lessee. Lessee's right hereunder shall terminate at the earlier of the termination of this lease or notice to Lessor that Lessee wishes to terminate the extended term within 120 days. This paragraph shall not apply to a conveyance of a fractional interest which does not exceed 50%.

19. **OPTION TO PURCHASE.** The Lessee shall have the option, during the Initial Lease Term or the Renewal Term, to make an offer to the Village to purchase the Leased Premises from the Village. The sale of the Leased Premises shall be within the discretion of the Village Board, and subject to the procedures set forth in state statute for the sale of Village property.

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

If to Lessee, at: 40W270 LaFox Rd, Ste A
Campton Hills, IL 60175

If to Lessor, at: Village of Campton Hills
40W270 LaFox Road, Suite B
Campton Hills, IL 60175

20. **BINDING EFFECT.** All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

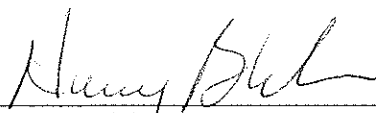
21. **NO WAIVER.** The rights and remedies created under this Lease Agreement are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

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 affect, 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.

IN WITNESS WHEREOF, the parties have set their hands and seals, this day and year above written.

LESSOR

4/5/16

BY: 
Village President

BY: Helping Hand IT

LESSEE

BY: DAVID ESTER ITS PRESIDENT

EXHIBIT A DEPICTION OF LEASED PREMISES

