

## LEASE AGREEMENT

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**THIS LEASE, MADE AND ENTERED INTO** this \_\_\_\_ day of November 2023, by and between the **CITY of JOLIET**, a Municipal Corporation, hereinafter referred to as "Lessor" and **History on Wheels**, an Illinois not-for-profit 501(c)(3) Corporation, hereinafter referred to as "Lessee".

### WITNESSETH:

That Lessor, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Lessee, demises and leases unto the Lessee, the Premises hereinafter described, for the period, at the rental and upon the terms and conditions hereinafter specifically set forth, and the Lessee does hereby hire and rent from the Lessor the same Premises hereinafter described, for the rents stated, and upon the terms and conditions hereinafter specifically set forth.

**1.1 Date of Lease.** November \_\_\_\_, 2023.

**1.2 Duration of Lease.** Commencing November \_\_, 2023 and ending March 31, 2030

**2.1 Premises Leased.** Three vacant lots on the north side of East Jackson, between Garnsey Ave and Youngs Ave, specifically the three (3) tax parcels: 30-07-10-233-013 and 30-07-10-233-014 and 30-07-10-233-015 as described and depicted in Exhibit A (hereinafter the "Premises"), which are owned by the Lessor.

**3 Purpose.** Said Premises shall be used by the Lessee for the purpose of, but not limited to, the situs for the George and Delilah Casseday House (the "Casseday House") which was moved from 411 E. Jackson Street and currently located at 575 E. Jackson Street. The intent of this Lease Agreement is to provide a situs for the Casseday House and preservation of same, subject to the terms and conditions as set forth in this Lease Agreement. The Casseday House has been designated as a local historic landmark.

**4.1 Rent.** Lessee agrees to pay the Lessor, as rental for the Premises, the sum of \$1.00 per year, payable by October 1 of the current year during the duration of this Lease Agreement.

**5.1 Lessee's Obligations.** Lessee will secure title to the Casseday House. Lessee shall utilize its best efforts to preserve and maintain the Casseday House.

Lessee shall maintain the Premises in a neat and orderly condition, including but not limited to the mowing of the grass, trimming the trees and to not allow trash and rubbish to accumulate on the Premises. The Casseday House shall be managed, operated and maintained with reasonable professional skill and by appropriately trained personnel. Lessee shall cooperate in good faith with the lessor in addressing property maintenance and law enforcement issues and other matters of mutual concern. Off-street parking areas, including snow removal is the responsibility of Lessee.

It is contemplated that Lessee will use the premises to operate a museum which will facilitate educational programming, which will benefit the surrounding neighborhood as well as the community as a whole.

**6.1 Uses Prohibited.** Lessee shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Premises are situated or any of its contents or cause a cancellation of any insurance policy covering said building or any part thereof or any of its contents. Lessee will not allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Lessee cause, maintain or permit any nuisance in, on or about the Premises. In addition to the prohibitions and requirements of the Zoning Ordinance, the following uses shall be prohibited on the Premises:

- (1) Outdoor Off-Premise Advertising;
- (2) Excavation, Stockpiling or Relocation of Materials, except if incidental to permitted construction and only for a period not to exceed one year;
- (3) Unscreened Outdoor Storage;
- (4) Mobile Home or Recreational Vehicle Park;
- (5) Sexually Oriented Businesses;
- (6) Outdoor Storage of Cargo Containers;
- (7) Residential Dwelling Units;
- (8) Salvage Yards or Storage of Inoperable Motor Vehicles; or
- (9) Hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium or rest home.

The enumeration of certain prohibited uses in this Lease Agreement shall not be construed as permitting other uses.

**7.1 Compliance with Law.** Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force

**8.1 8.1 Premises Modifications.** Lessee shall construct a paved parking lot on the Premises which complies with the ordinances and regulations of the City of Joliet to serve the Casseday House. The Lessee shall submit a landscaping plan to City of Joliet showing proposed perimeter landscaping and the Lessee shall install approved landscaping plan.

Lessee hereby agrees to hold the Lessor harmless for any and all liability arising out of the acts of the Lessee or his agents, employees or contractors who may be connected with said alterations or additions. Lessee shall be required to obtain and present to Lessor certificates of worker's compensation insurance coverage for the general contractor and all sub-contractors prior to commencement of any alterations, remodeling or construction. The Lessee shall exhibit to lessor contractor's affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used. All alterations and additions shall comply with all insurance requirements and with all ordinances and regulations of the City of Joliet.

**8.2 Local Historic Landmark Status.** The City of Joliet designated the Premises as a local historic landmark on October 20, 2020. Per section 8-613 of the Joliet Municipal Code, no alterations, interior construction which affects structural members, exterior construction or exterior demolition may be performed on property and improvements which have been designated as landmarks except as shall be approved by a certificate of appropriateness by the Historic Preservation Commission.

**9.1 Condition of Premises.** Lessee accepts the Premises as being in need of substantial renovation. Lessee shall, at Lessee's sole cost and expense, conduct the necessary renovations in order to comply with all applicable building codes and occupancy requirements. Lessee shall thereafter keep the Premises and every part thereof in good condition and repair. It is specifically understood and agreed that Lessor has no obligation and has made no promises to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof, except as may be amended by any Rider attached to this Lease Agreement and made a part of by the mutual agreement of all parties herein, and no representations respecting the condition of the Premises have been made by Lessor to Lessee. Lessee shall keep the Casseday House in a clean condition.

**10.1 Abandonment.** Six (6) consecutive months of physical absence by Lessee at the Casseday House or removal of the substantial portion of Lessee's personal property within the Casseday House, and in either case, reason to believe lessee has vacated the Casseday House with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the Casseday House by Lessee. In such event, Lessee shall be conclusively deemed to have abandoned any personal property remaining on or about the Premises and Lessee's interest in the Casseday House shall thereby pass under this Lease as a bill of sale to Lessor without additional payment by Lessor to Lessee.

**11.1 No Encumbrances.** Lessee shall keep the Premises and property in which the Premises are situated, free from any liens arising out of any work performed, materials furnished or obligations incurred by or under Lessee. Lessee agrees to indemnify Lessor from all actions and costs of suit and attorney's fees incurred by Lessor in connection with clearance or defense of any such lien.

**12.1 Assignment and Subletting.** Lessee shall not assign, transfer, hypothecate or encumber this Lease, or any interest therein, without the written consent of Lessor first had and obtained, and a consent to any assignment, transfer, hypothecation, encumbrance, subletting, occupation or use by any other by lessor, person shall not be deemed to be a

consent to any subsequent assignment, transfer, hypothecation, encumbrance, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of the Lessor, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law, without the written consent of the Lessor. Lessor agrees not to unreasonably withhold its consent to any proposed assignment or sublease, provided that such assignment or sublease is to a financially responsible party and provided further that such assignee or sublessee agrees to assume the obligations of the Lessee under this Lease, in a form reasonably satisfactory to Lessor, and provided further that no such assignment or sublease shall be construed as releasing Lessee from its obligations hereunder for the full performance of this Lease. Lessee has been informed and agrees that no assignment, transfer or sublease of the premise will be consented to by the Lessor wherein the leased space is to or will become utilized by anyone for any purpose which would be similar to or conflict with any other tenant's use of the property at the time of assignment or subletting or which the Lessor has agreed to exclude by contract with other tenants. It is further agreed and understood that the Lessor has the option of canceling the balance of the term of this Lease, thereby relieving the Lessee of liability thereon rather than consenting to an assignment to a party which would otherwise be acceptable to the Lessor.

**13.1 Indemnification of Lessor.** Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the Premises.

**13.2 Indemnification/ Hold Harmless.** Lessee shall indemnify, defend and hold Lessor harmless from all claims, demands, suits, actions, proceedings, judgments, awards or damages arising out of any injury or death to any person or damage to any property including in, or about the Premises which is caused or claimed to have been caused in whole or in part by the Lessee's use, occupancy or possession of the Premises. This indemnification provision survives the termination of this Agreement. Lessee shall hold Lessor harmless from and defend Lessor against any and all claims or liability for any injury or damage to any person or property whatsoever: (1) occurring in, on or about the Premises or any part thereof, and (2) occurring in, on or about the Casseday House (including, with prejudice to the generality of the term "Casseday House", stairways, passageways hallways and parking areas), when such injury or damage shall be caused solely by the act, neglect, fault of, or omission of any duty with respect to the same by Lessee, its agents, servants, employees or invitees

**14.1 Blank.**

**15.1 Title Transfer.** In consideration of the benevolent actions and efforts taken by the Lessee in saving and preserving the Casseday House and structure, and Lessee's maintenance of the Premises over the course of this Lease Agreement as set forth in the terms of this Lease Agreement, partnered with Lessee's improvements of the Premises, the Lessor upon expiration of this Lease Agreement has realized a benefit far above and beyond the appraisal cost of the Premises. Therefore, Lessor agrees to quit claim the Premises and transfer title to the Premises to Lessee at the termination of this Lease Agreement.

**16.1 Entry by Lessor.** Lessor reserves and shall have the right during normal business hours to enter the Premises to inspect the same.

**17.1 Performance.** If Lessee defaults in the performance of any other covenant or agreement hereof and such default is not cured by Lessee within thirty (30) days after written notice to Lessee (unless the default involves a dangerous condition which shall be cured forthwith); Lessor may treat such a default as a breach of this Lease and Lessor shall have any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity: (i) forfeit the Lessee's interest in this Lease, retain all sums paid and sue for damages; and upon Lessee's failure to surrender possession, maintain an action for possession under the Forcible Entry and Detainer Act, subject to the rights of Lessee to reinstate as provided in that Act.

**18.1 Reconstruction.** In the event of a partial destruction of the Casseday House during the term hereof, from any cause, Lessee may forthwith repair the same, provided that such repairs can be made within ninety (90) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease. A total destruction of the Casseday House shall automatically terminate this Agreement and the Lessor, at its sole option, may quit claim the Premises and transfer title to the Premises to Lessee.

**19.1 Blank.**

**20.1 Damage to Property.** Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions, or any property installed in the Premises by Lessee.

**21.1 Blank.**

**22.1 Blank.**

**23.1 Sale by Lessor.** Lessor shall be prohibited from the sale of the Premises to a third party without the written consent of Lessee.

**24.1 Right to Cure.** Should Lessee fail to pay any lien or claim for labor or materials employed or used in the repair, alteration, maintenance and/or use of the Premises to be paid by Lessee, or should Lessee fail to make or commence any repairs required to be made by it under this Lease or to perform any other act or to make any other payment to be performed or made by Lessee hereunder within thirty (30) days after notice from Lessor to do so, then Lessor may, at its option (but this provision shall not be deemed to create an obligation upon Lessor so to do, or in any manner affect the obligation of Lessee) pay any such tax, assessment, claim, insurance premium or other charge, or settle and discharge any such lien or claim or action therefor or satisfy any judgment thereon or enter upon the Premises and perform such work or repair or other act to be performed by Lessee, and all costs and expenses incurred or paid by Lessor in connection therewith, together with interest at the maximum rate permitted by law per annum of such costs and expenses from the date paid by Lessor, shall be deemed to be additional rent hereunder and shall be paid by Lessee to Lessor upon demand, and any default therein shall constitute a breach of the covenants

and conditions of this Lease.

**25.1 Blank.**

**26.1 Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

**27.1 Blank.**

**28.1 Waiver.** The waiver by a Lessor of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent.'

**29.1 Notices.** Notices and all other communications must be in writing and addressed as set forth below to the Party to whom the notice or request is given. They must be either (1) delivered personally; (2) sent by U.S. certified mail, postage prepaid, return receipt requested; (3) placed in the custody of Federal Express Corporation or other nationally recognized overnight carrier for next day delivery; or (4) delivered by email.

Notice to History on Wheels shall be  
addressed as follows:

History on Wheels

With a copy to.

Notice to the City shall be addressed as follows:

City of Joliet City Manager  
150 West Jefferson Street  
Joliet, Illinois 60432  
Email:

With a copy to:

City of Joliet Legal Department  
150 West Jefferson Street  
Joliet, Illinois 60432  
Email: [legal@joliet.gov](mailto:legal@joliet.gov)

**30.1 Defined Terms and Marginal Headings.** The words Lessor and Lessee as used herein shall include the plural as well as the singular. Words used in the masculine gender include feminine and neuter. If there be more than one Lessee, the obligations hereunder imposed upon the Lessee shall be joint and several. The marginal headings and titles to the Paragraphs of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

**31.1 Time.** Time is of the essence in this Lease and each and all of its provisions.

**32.1 Successors and Assigns.** The covenants and conditions contained herein shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

**33.1 Blank.**

**34.1 Taxes.** Nothing in this Lease shall require or be construed to obligate the Lessor to pay any franchise, excise, corporate, estate, inheritance, succession, capital or transfer tax of the Lessee or any income, profits, or revenue tax upon the income of the Lessee, or any other tax, assessment, charge or levy upon the rent reserved under this Lease Agreement.

**35.1 Security Deposit.** Waived.

**36.1 Governing Law.** This Lease shall be governed under the laws of the State of Illinois.

**37.1 Entire Agreement.** This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid.

IN WITNESS THEREOF, Lessor and Lessee have executed this Lease this \_\_\_\_\_ day of November, 2023.

Lessor: City of Joliet

LESSEE: History on Wheels

By:

By:

Terry D'Arcy, Mayor

ATTEST:

ATTEST:

By:

Christa M. Desiderio, City Clerk