

**LEASE AGREEMENT BETWEEN THE CITY OF JOLIET AND THE COUNTY
OF WILL FOR PROPERTY COMMONLY KNOWN AS 10 S. CHICAGO STREET,
JOLIET**

THIS LEASE MADE AND ENTERED INTO this _____ day of _____ 2025, by and between the CITY of JOLIET, a Municipal Corporation, hereinafter ("Lessor" or "City"), and the COUNTY OF WILL, a body politic and corporate, hereinafter ("Lessee" or "County");

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 rent 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. **EXECUTION OF LEASE.** This Lease Agreement is executed simultaneously with a separate Lease Agreement (the 'Osgood Lease') incorporated herein by reference, between the same parties regarding the property located at 9 Osgood Street, Joliet, Illinois. The terms of this Lease Agreement and the Osgood Lease are interdependent, and the parties agree that any provision in either Lease Agreement that affects the other shall be binding in both agreements, provided that such provision does not conflict with the specific terms of either agreement.

2. **DURATION OF LEASE.** Commencing August 1, 2025 and ending August 31, 2028. Prior to the end of each successive term and upon written notice, Lessee shall have the option to renew under the same terms and conditions for an additional term, up to a maximum of 99 years.

3. **PREMISES LEASED.** Premises is the property known 10 S. Chicago Street , Joliet, Illinois 60432 (the "Property"), which is the building and land and all off-street surface parking spaces located on, or adjacent to, the property, which are either owned or controlled by the Lessor.

4. **PURPOSE.** Said demised premises shall be used by the Lessee for the purpose of, but not limited to, the operation of the County's specialty courts and storage, and for no other purpose without the written consent of the Lessor.

5. **RENT.** Subject to adjustment as hereinafter provided, Lessee agrees to pay the Lessor, as rental for the premises, the sum of ONE DOLLAR (\$1.00), annually, during the term of this lease.

5.1 Rent is payable on or before the first day of the calendar year of the term, and a like sum, on or before the first day of each successive calendar year during the lease term. In the event the term of this Lease commences on a day other than the first day of

a calendar month, then upon the day of the commencement of the term hereof, Lessee shall pay to Lessor as rental for the period from the date of commencement to the first day of the next succeeding calendar year.

5.2 Said rental shall be paid in lawful money to the CITY OF JOLIET, 150 W. Jefferson Street, Joliet IL 60432, or to such other person or at such other place as Lessor may from time to time designate in writing. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

6. **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 permit anything to be done in or about the premises which will in any way obstruct or interfere with the rights of other tenants or occupants or business invitees or injure or annoy them or use or 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. Lessee shall not commit or suffer to be committed any waste in or upon the premises. Lessee will not allow leased premises to be shared or used for any purpose other than those set for within Paragraph 4 herein.

7. **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 and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the premises, excluding structural changes not related to or affected by Lessee's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Lessee in an action against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any law, statute, ordinance or governmental rule, regulation or requirement shall be conclusive of the fact as between Lessor and Lessee.

8. **ALTERATIONS.** Upon approval by the Lessor, which approval shall not be unreasonably withheld, the Lessee shall make reasonable alterations to the interior of Leased Premises with the Lessor's advance written consent in each instance. All alterations, including but not limited to, interior improvements and exterior improvements (e.g. ADA improvements and modifications), shall be solely at Lessee's cost. If the Lessor consents to such alterations, before the commencement of the work or delivery of any materials onto the Leased Premises, or into the building, Lessee shall exhibit to Lessor the plans, specifications, names and addresses of contractors, copies of the contracts, waivers of lien against all claims, costs, damages, liabilities, and expenses which may arise in connection with the alterations or additions. Whether the Lessee

furnishes the Lessor the foregoing or not, Lessee hereby personally agrees to hold the Lessor harmless for 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 subcontractors 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 and County of Will. All alterations and additions shall be constructed in a good and workmanlike manner. All work shall be performed in compliance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01

8.1 Upon the expiration or sooner termination of the term, Lessee shall not be required to remove all or any portion of the alterations, or improvements that are made by the Lessee, and Lessee shall not be required to restore the building floor plans to their conditions prior to the date of this Lease. Lessee shall forthwith and with all due diligence, at its sole expense, repair any damage to the premises, beyond normal wear and tear caused by Lessee's use of the space. All improvements, alterations and fixtures, other than those designated as trade fixtures, shall remain for the benefit of the Lessor.

9. **CONDITION OF PREMISES.** Lessee accepts the premises as being in good, sanitary order, condition and repair. Lessee shall, at Lessee's sole cost and expense, keep the premises and every part thereof in good condition and repair, damage thereto by fire, earthquake, Act of God or the elements excepted, Lessee hereby waiving all rights to make repairs at the expense of the Lessor as provided by any Law, statute or ordinance now or hereafter in effect. Lessee shall be responsible for and shall promptly repair and replace, without expense to Lessor, all glass windows broken or destroyed by accident or acts of third parties or Lessee's agents or employees and against any damage as may be caused by fire, earthquake or act of God. Lessee shall, upon the expiration or sooner termination of the term hereof, surrender the premises to Lessor in the same condition as when first received, ordinary wear and tear and damage by fire, earthquake, Act of God, or the elements excepted. 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. Structural integrity of the building and the repair thereof shall be the responsibility of the Lessor, except as may be noted herein. Lessee agrees to make and pay for all ordinary repairs and maintenance of the Leased Premises which are necessary to keep the same in a good state of repair. Lessee shall keep the building in a clean condition. Lessor further agrees to make and pay for all other repairs, structural or otherwise, to the roof and the exterior of the building upon the Leased Premises and all building systems, which are necessary to keep the Leased Premises tenantable, including but not limited to HVAC, electrical, mechanical, plumbing, plumbing fixtures and life-safety features, and which are not made necessary by the negligence of the Lessor. Lessor shall pay the cost of replacement of heating or air

conditioning units, owned by Lessor, when repair is no longer deemed feasible. Garbage disposal services and off-street parking areas, including snow removal, are the responsibility of Lessee.

10. **ABANDONMENT.** Ten days' physical absence by Lessee with any installment being unpaid, or removal of the substantial portion of Lessee's personal property with installments being paid for, and in either case, reason to believe Lessee has vacated the premises with no intent again to take possession thereof shall be conclusively deemed to be an abandonment of the premises by Lessee. In such event, Lessor may, but need not, enter upon the premises and act as Lessee's agent to perform necessary decorating and repairs and to re-rent the premises outright or on terms similar to those contained in this Lease with allowance for then existing market conditions. Lessee shall be conclusively deemed to have abandoned any personal property remaining on or about the premises and Lessee's interest therein shall thereby pass under this Lease as a bill of sale to Lessor without additional payment by Lessor to Lessee.

11. **NO ENCUMBRANCES.** Lessee shall keep the premises and property 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. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign, transfer, hypothecate or encumber this Lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, 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. 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. **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 caused solely by Lessee, and without limiting the generality of the foregoing, whether caused by water leakage of any character from the roof, walls, basement or other portion of the premises of the building, or caused by gas,

fire, oil, electricity or any cause whatsoever in, on or about the premises of 9 Osgood Street, or any adjacent parking areas or any part thereof. Said paragraph shall not be operable if damage was caused by the willful, wanton conduct of the Lessor or its agents.

13.1 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 leased 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 leased premises. In addition, the Lessee shall pay Lessor's fees, costs and expenses, including attorney's fees associated with its indemnification. 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 facilities (including, with prejudice to the generality of the term "facilities", stairways, passageways hallways and parking areas), the use of which Lessor may have in conjunction with others 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. UTILITIES. Lessee agrees to pay for all utilities, including but not limited to, water and sewer, electrical, natural gas, internet, telephone.

14.1 Janitorial Service. Janitorial service and other utility service, except as set forth in paragraph 14 above, shall not be provided by Lessor. Lessor shall not be deemed to be in default hereunder nor shall Lessee be liable for and Lessee shall not be entitled to exercise any remedy pursuant to this Lease, at law or in equity, by reason of Lessor's failure to furnish any of the foregoing, nor shall such failure be construed as an eviction of Lessee, actual or constructive. Lessor shall not be liable under any circumstances for loss of or injury to property, however, occurring, through or in connection with or incidental to failure to furnish any of the foregoing.

14.2 Telecommunications. Lessee shall be responsible for the connection of internet and telephones within the leased Premise. Lessee shall contract with an outside internet/phone provider for cabling and connection from the main property to their premises.

15. HOLDING OVER. In the event that Lessee shall hold over the premises after the expiration of the term hereof with the consent of Lessor either express or implied, such holding over shall be construed to be only a tenancy from month-to-month, subject to all of the covenants, conditions and obligations hereof, and Lessee hereby agrees to pay Lessor, unless otherwise agreed to in writing, the rentals and other charges then in effect as provided for by this Lease for such additional time as Lessee shall hold same premises.

16. ENTRY BY LESSOR. Lessor reserves and shall have the right during normal business hours to enter the premises to inspect the same, to supply any service to be provided by Lessor to Lessee hereunder, and upon reasonable prior notice to Lessee,

to submit said premises to prospective purchasers or tenants, to post notices of non-responsibility, and to alter, improve or repair the premises and any portion of 9 Osgood Street, without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the premises shall not be blocked thereof, and further providing that the business of Lessee shall not be interfered with unreasonably. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the premises, and any other loss occasioned thereby. Lessor shall have the right to use all reasonable means which Lessor may deem proper to open Lessee's doors in an emergency.

17. **PERFORMANCE.** If Lessee (1) defaults by failing to pay when due any payment required to be made to Lessor under the terms of this Lease and such default is not cured within ten (10) days of written notice to Lessee; or (2) 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) maintain an action for any unpaid rent; (ii) declare the entire balance due and maintain an action for such amount; (iii) forfeit the Lessee's interest in this Lease, retain all sums paid and sue for damages for breach of said lease; 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. **RECONSTRUCTION.** In the event of a partial destruction of the Premises during the term hereof, from any cause, Lessor shall 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, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. If the Lessor fails to restore the Premises to a condition substantially suitable for their intended use within 90 days of said fire, casualty, or taking or fails to show a good effort to restore within 90 days, Lessee may elect to terminate this Lease. If such repairs cannot be made within 90 days, either party, at its option, may terminate this Lease. If the building in which the Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, either party may elect to terminate this lease whether the Premises be injured or not. Otherwise, Lessor shall be obligated to repair the same and Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. A total destruction of the building in which the Premises may be situated shall automatically terminate this lease. In the event either Party exercises its option to terminate this lease under the terms of this Section 18, the Parties agree to meet and in

good faith renegotiate the terms of the "Osgood Lease" that is attached hereto and incorporated herein

19. **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.

20. **PLATS AND RIDERS.** Clauses, plats and riders, if any, signed by Lessor and Lessee and endorsed on or affixed to this Lease are a part hereof, provided that the designation of any type of use or tenancy with respect to any office space on an attachment is not intended as a covenant or representation that said office space shall be devoted to such a use or tenancy.

21. **SALE BY LESSOR.** In the event of a sale or conveyance by Lessor of its interest in and to the property located at 10 S. Chicago Street, Joliet, Illinois, the same shall operate to release Lessor from any liability upon any of the covenants or conditions expressed or implied herein contained in favor of the Lessee, except for those accrued as of the date of such sale or conveyance and in such event Lessee agrees to look solely to the responsibility of the successor in interest of Lessor in and to this Lease.

22. **RIGHT TO CURE.** Should Lessee fail to pay when due and payable any premium or other charge in connection with any insurance policy or policies which Lessee is obligated to pay, or 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 twenty (20) 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.

23. **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.

24. **ATTORNEY'S FEES.** Each party shall be responsible for their own attorneys' fees, costs, and expenses incurred in connection with the negotiation, preparation,

execution, and enforcement of this Agreement, regardless of whether legal action is actually taken.

25. **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.

26. **NOTICES.** All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing. All notices and demands by the Lessor to the Lessee shall be sent by United States Certified or Registered Mail, postage prepaid, addressed to the Lessee at the premises, or to such other places as the Lessee may from time to time designate in writing to the Lessor or may be personally served upon the Lessee. All notices and demands by the Lessee to the Lessor shall be sent by United States Certified or Registered Mail, postage prepaid, addressed to the Lessor, at City of Joliet, 150 W. Jefferson Street, Joliet, IL 60432, carbon copy: Legal Department, or to such other person or place or persons or places as the Lessor may from time to time designate in writing. All notices and demands by the Lessor to the Lessee shall be sent by United States Certified or Registered Mail, postage prepaid, addressed to the Lessee, Will County Executive's Office, 302 N. Chicago Street, Joliet, IL 60432, attention: County Executive, carbon copy: Will County State's Attorney's Office, Attn: Civil Division Chief, 57 N. Ottawa Street, Joliet, IL 60432, or to such other person or place or persons or places as the Lessee may from time to time designate in writing.

27. **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.

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

29. **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.

30. **SUBORDINATION.** Upon the request of the Lessor and any beneficiary or prospective beneficiary under a deed or trust, Lessee herewith subordinates its rights hereunder to any lien of any mortgage or deed of trust to any bank, insurance company or other lending institution now or hereafter in force against the land and the building of which the premises are a part, and upon any building hereafter placed upon the land of which the premises are a part and to all advances made or hereafter to be made upon the security hereof. Lessee shall execute upon request a document indicating said

subordination. The provisions of this Paragraph shall be self-operative and no further instrument of subordination shall be required of any beneficiary, but it is agreed that so long as Lessee is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof, and Lessee hereby agrees to attorn to the purchaser of the property located at 9 Osgood Street through trustee's sale or judicial foreclosure proceedings under any mortgage or deed of trust covering the property located at 9 Osgood Street and to recognize such purchaser as the Lessor under this Lease. Lessee shall upon request of Lessor execute any estoppel letter to any mortgagee or buyer indicating the status of the lease.

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

32. **SECURITY DEPOSIT.** Waived.

33. **GOVERNING LAW.** This Lease shall be governed under the laws of the State of Illinois, with venue in the Twelfth Judicial Circuit, Will County, Illinois.

34. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement (unless incorporated herein by reference), 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.

35. **BUILDING REMODELING.** Lessee acknowledges that Lessor must approve all changes proposed to the building by the Lessee prior to commencement of the work by the Lessee. Lessor will reasonably cooperate with Lessee in this remodeling.

36. **PARKING RIGHTS.** Lessor hereby grants to Lessee the exclusive right to use ninety-five (95) parking spaces located in the Ottawa Street parking garage (the "Parking Spaces") for the duration of this Lease. Lessee's right to use the Parking Spaces shall continue in full force and effect for the entire term of this Lease, including any extensions or renewals thereof, provided the Lease remains in effect and is not terminated or expired. The Parking Spaces shall be available to Lessee without interruption and shall not be reassigned, reduced, or otherwise affected without the prior written consent of Lessee. The Parking Spaces will be provided by Lessor to Lessee at no cost.

IN WITNESS THEREOF, Lessor and Lessee executed this Lease on the _____ day of _____, 2025.

LESSEE: County of Will

By: Jennifer Bertino-Tarrant, Will County Executive

LESSOR: City of Joliet

By: Elizabeth Beatty, City Manager, City of Joliet

ATTEST:

Annette Parker, County Clerk

ATTEST:

Lauren O'Hara, City Clerk