

ORDINANCE NO. 586

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH THE LEROY
PROMOTION ASSOCIATION/CHAMBER OF COMMERCE

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS 3rd
DAY OF April, 1995.

PRESENTED: April 3, 1995

PASSED: April 3, 1995

APPROVED: April 3, 1995

RECORDED: April 3, 1995

PUBLISHED: April 3, 1995

In Pamphlet Form

Voting "Aye" 4

Voting "Nay" 0

Abstain 1

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

X Juanita Hagley
City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: April 3, 1995.

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH THE LEROY PROMOTION ASSOCIATION/CHAMBER OF COMMERCE

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find that it will be of benefit to the City of LeRoy to enter into a lease agreement with the LeRoy Promotion Association/Chamber of Commerce, and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of LeRoy, Illinois, in lawful meeting assembled, as follows:

Section 1. The aforementioned lease agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved and considered effective as of May 1, 1995.

Section 2. The Mayor and City Clerk of the City of LeRoy are hereby directed and authorized to execute the original agreement, conforming with the copy attached hereto, and several copies as may reasonably be required, retaining a signed copy of the lease for the City.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by

David McClelland, seconded by Randy Zimmerman

, by roll call vote on the 3rd day of April, 1995, as follows:

Aldermen elected 6 Aldermen present 5

VOTING AYE: Randy Zimmerman, Lois Parkin, Ronnie Litherland, David McClelland
(full names)

VOTING NAY: None
(full names)


ABSENT, ABSTAIN, OTHER: Patrick Beaty absent, Robert D. Johnson abstain
(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 3rd day of April, 1995.

X Juanita Dagley
Juanita Dagley, City Clerk of the City of LeRoy,
McLean County, Illinois

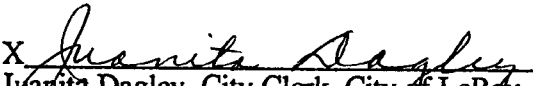
APPROVED BY the Mayor of the City of LeRoy, Illinois, this 3rd day of

April, 1995.

X 

Jerry C. Davis, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

X 

Juanita Dagley, City Clerk, City of LeRoy,
McLean County, Illinois

LEASE OF REAL ESTATE

This lease is made and executed in duplicate by and between the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, having its principal business office at 111 East Center Street, LeRoy, Illinois, hereinafter referred to as "LESSOR", and LeRoy Promotion Association/Chamber of Commerce, Inc., an Illinois not-for-profit corporation, having its registered corporation office at 112 East Center Street, LeRoy, Illinois, hereinafter called "LESSEE".

1. LESSOR leases to LESSEE, and LESSEE rents from LESSOR, as herein provided, the premises located at 214 East Pine Street, LeRoy, Illinois 61752, consisting of a portion of a building, that part subject to this lease being the south 64 feet of the building, the lot on which said building is located, and the parking lot serving the aforesaid premises, and described more particularly as follows:

Lot 6 and and the South 64 feet of Lot 7, all in Block 17 of the Original Town of LeRoy, McLean County, Illinois.

2. The term of this lease is three years beginning on May 1, 1995, and terminating on April 30, 1998.

3. The total rent under this lease is an amount, or improvements to be made, all as set forth on Exhibit A attached hereto and incorporated herein by reference. LESSEE agrees to make the improvements as set forth in Exhibit A within the term of this lease (the three years of this agreement), or, in lieu thereof, to pay that cash rent as set forth in Exhibit A, said cash rent to be paid in quarter-annual installments on May 1, August 1, November 1, February 1, of each calendar year, beginning with May 1, 1995. In the event some improvements are made, but not all of those as set forth in the attached Exhibit A, the parties shall agree on a final balance of cash rent due, said agreement to be made prior to April 1, 1998, and the amount of rent finally due to be paid not later than April 30, 1998.

4. The premises are leased to be used as a community center and community meeting facility. LESSEE shall have exclusive use of the south 64 feet for the LESSEE's usual and customary activities, and for other activities sponsored or promoted by the LESSEE, or carried out in connection with LESSEE's activities to raise funds to carry on LESSEE's not-for-profit activities, such other activities to include, but not by way of limitation, fundraising activities, including rentals for parties, wedding receptions, club meetings, and the like. The subject premises may be used for other purposes only with the prior written consent of LESSOR.

5. NO USE THAT INCREASES INSURANCE RISK. LESSEE shall not use the premises in any manner, even in its use for the purposes for which the premises is leased, that will increase risks covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises, or to cause

cancellation of any insurance policy covering the building. LESSEE further agrees not to keep on the premises, or permit to be kept, used or sold thereon, anything prohibited by the policy of damage insurance covering the premises. LESSEE shall comply, at its own expense, with all requirements of insurers necessary to keep in force the damage insurance and public liability insurance covering the premises and building.

6. NO WASTE, NUISANCE, OR UNLAWFUL USE. LESSEE shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

7. POSSESSION. Possession shall be granted on or before May 1, 1995.

8. REPAIRS AND MAINTENANCE. LESSEE shall take good care of the building and premises, or of any buildings and premises demised, and any fixtures therein or thereon. LESSEE shall make no changes or alterations to the premises or any improvements thereon nor shall LESSEE erect any partitions within any improvements, nor paper or paint any walls, without the written consent of LESSOR. LESSEE will make all repairs required to the walls, floors, ceilings, paint, plastering, plumbing works, pipes, electrical works and all fixtures belonging and found upon the premises whenever damage or injury to the same shall result in misuse by LESSEE or anyone upon the premises as an invitee or other guest or having business dealings with LESSEE. LESSEE shall not interfere with the heating apparatus, or equipment, or with any gas, electrical or waste utility or service lines within the demised premises or within any improvements upon the demised premises, unless with the written consent of LESSOR. The provisions of this paragraph shall be subject to and considered to be varied by those provisions for improvements to be made to the building by LESSEE as set forth in Exhibit A, attached hereto and incorporated herein by reference. Landlord's obligation for maintenance shall include:

- the roof, outside walls, and structural members of the building;
- the parking lot, driveways and sidewalks;
- the sewer, water pipes, and other matters related to plumbing insofar as providing water service and sewage service to the building, up to the point where such service lines enter the building and are first exposed above the floor (where the service lines are first exposed above the floor and on to the various water outlets and drain connections LESSEE shall be responsible for repairs and maintenance of same);
- the air conditioning and heating system to the extent that repairs are required to either or both that are in excess of \$100.00 per repair.

9. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES. LESSOR represents that the premises are in fit condition for use as a community center, meeting center, and the like. LESSEE has examined and knows the condition of the demised premises and receives the same in good order and repair except as herein otherwise specified, and agrees to accept the premises upon possession as being in a good state of repair and in sanitary condition. No representations as to the condition or repair of said premises have been made by LESSOR or its agent prior to , or at the execution of this lease, that are not herein expressed or endorsed hereon. LESSEE shall surrender the premises to LESSOR at the end of the lease term, if the lease is not renewed, in the same condition as when it took possession allowing for reasonable use and wear, and damage by acts of God, including fire and storms. LESSEE shall remove all business signs or symbols placed on the premises by it before redelivery of the premises to

insurance to LESSOR as proof of the issuance of such insurance. LESSEE agrees to obtain a written obligation from the insurer to notify LESSOR in writing at least 20 days prior to cancellation or refusal to renew any such policy. LESSEE agrees that if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, LESSOR may procure the necessary insurance and pay the premium therefore, and that such premium shall be repaid to LESSOR as an additional rent installment for the month following the date on which such premiums are paid.

15. LESSOR SHALL PROVIDE PREMISES IMPROVEMENTS INSURANCE COVERAGE. LESSOR shall procure and maintain in force at all times during this lease appropriate insurance coverage in order to enable Landlord to repair or replace the structure rented under the provisions of this lease agreement. LESSOR's insurance coverage shall not be deemed by either party to provide coverage for any personal property owned by LESSEE or any other parties present from time to time upon the premises, nor shall LESSOR be obligated to provide insurance coverage that would provide for the repair or replacement of the improvements made by LESSEE from time to time in accordance with this agreement, or any other improvements made by LESSEE, with or without LESSOR's consent.

16. LESSEE'S ASSIGNMENT, SUBLEASE, OR LICENSE FOR OCCUPATION BY OTHER PERSONS. LESSEE agrees not to assign, or sublease, the leased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person except LESSEE's agents and employees, to occupy the premises or any part thereof, without first obtaining LESSOR's written consent. LESSOR expressly covenants that such consent shall not be unreasonably or arbitrarily refused. One consent by LESSOR shall not be a consent to a subsequent assignment, sublease, or occupation by any other person(s), LESSEE's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate the lease at LESSOR's option. LESSEE's interest in this lease is not assignable by operation of law, nor is any assignment of its interest herein, without LESSOR's written consent.

17. LEASE BREACHED BY LESSEE'S RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY OR BANKRUPTCY. Appointment of a receiver to take possession of LESSEE's assets (except a receiver appointed at LESSOR's request as herein provided), LESSEE's general assignment for the benefit of creditors, or LESSEE's insolvency or taking or suffering action under any bankruptcy act is a breach of this lease.

18. LESSOR'S REMEDIES ON LESSEE'S BREACH. If LESSEE shall abandon or vacate the premises, or otherwise breach this lease, LESSOR shall have the following remedies in addition to its other rights and remedies in such event:

a. REENTRY. LESSOR may reenter the premises immediately, and remove all of LESSEE's personnel and property therefrom. LESSOR may store the property in a public warehouse or at another place of its choosing at LESSEE's expense or to LESSEE's account.

b. TERMINATION. After reentry, LESSOR may terminate this lease on giving 10 day's written notice of such termination to LESSEE. Reentry only, without notice of termination, will not terminate this lease.

c. RELETTING PREMISES. After reentering, LESSOR may relet the premises or any part thereof, for any term, without terminating this lease at such rent and on such

LESSOR, and shall restore the portion of the premises on which they were placed to the same condition as before their placement.

10. LIMITATION OF LIABILITY. LESSOR shall not be liable for any damage occasioned to LESSEE, LESSEE's property, or any guest, licensee or invitee or other person present upon the demised premises at LESSEE's behest or request, or the property of any such person, by failure to keep the subject premises in repair, and LESSOR shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, wash-stand, water-closet or waste-pipe, in, above, upon or about said premises or any improvements thereon, nor for damage occasioned by water, snow or ice being upon or coming through the roof, sky-light, trap-door, or otherwise, nor for any damage arising from acts of neglect of any owners or occupants of adjacent or contiguous property.

11. PARTIAL DESTRUCTION OF THE PREMISES. Partial destruction of the leased premises shall not render this lease voidable, or terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, LESSOR shall repair the damage, when such repairs can be made in conformity with the local, state, and federal laws and regulations within 90 days of the partial destruction. Rent for the premises will be reduced proportionately to the extent to which the repair operations interfere with the normal conduct of LESSEE's business on the premises. If the repairs cannot be so made within the time limit, LESSOR has the option to make them within a reasonable time and continue this lease in effect with proportional rent rebate to LESSEE as provided herein. If the repairs cannot be made in 90 days, and if LESSOR does not elect to make them within a reasonable time, either party hereto has the option to terminate this lease. If the building in which the leased premises are located is more than one-third destroyed, LESSOR may at its option terminate the lease whether the leased premises are injured or not.

12. LESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE. LESSOR reserves the right to enter on the premises at reasonable times to inspect them, to perform required maintenance and repairs, or to make additions or alterations to any part of the building in which the premises are located, and LESSEE agrees to permit LESSOR to do so. LESSOR may, in connection with such alteration, additions, or repairs, erect scaffolding, fences and similar structures, post relevant notices, and place moveable equipment without any obligation to reduce LESSEE's rent for the premises during such period, and without incurring liability to LESSEE for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

13. POSTING "FOR SALE", "FOR LEASE", OR "FOR RENT" SIGNS. LESSOR reserves the right to place "For Sale" signs on the premises at any time during the lease, or "For Lease" or "For Rent" signs on the premises at any time within 90 days of expiration of the lease, if LESSEE has not exercised its option to renew, and LESSEE agrees to permit LESSOR to do so.

14. LESSEE TO CARRY LIABILITY INSURANCE. LESSEE shall procure and maintain in force during the term of this lease and any extension thereof, at its expense, public liability insurance in companies and through brokers approved by LESSOR, adequate to protect against liability for damage claims through public use arising out of accidents occurring in or around the leased premises, in a reasonable amount for personal injury and for property damage. Such insurance policies shall provide coverage for LESSOR's contingent liability on such claims or losses. The policies shall be delivered to LESSOR for safe keeping or LESSEE may provide a certificate of

terms as it may choose. LESSOR may make alterations and repairs to the premises in so reletting.

(1). LIABILITY OF LESSEE ON RELETTING. LESSEE shall be liable to LESSOR in addition to its other liabilities for breach of the lease for all expenses of the reletting, and of the alterations and repairs made, which LESSOR may incur. In addition LESSEE shall be liable to LESSOR for the difference between the rent received by LESSOR under the reletting and the rent installments that are due for the same period under this lease.

(2). APPLICATION OF RENT ON RELETTING. LESSOR at its option may apply the rent received from reletting the premises as follows:

(a) To reduce LESSEE's indebtedness to LESSOR under the lease, not including indebtedness for rent;

(b) To expenses of reletting and alterations and repairs made;

(c) To rent due under this lease;

(d) To payment of future rent under this lease as it becomes due.

(3). If the new lessee does not pay a rent installment promptly to LESSOR, and the rent installment has been credited in advance of payment to LESSEE's indebtedness other than rent, or if rentals from the new lessee have been otherwise applied by LESSOR as provided for herein, and during any rent installment period are less than the rent payable for the corresponding installment period under this lease, LESSEE agrees to pay LESSOR the deficiency separately for each rent installment deficiency period, and before the end of that period.

(4). LESSOR may at any time after such reletting terminate this lease for the breach because of which it reentered and relet.

d. LESSOR may recover from LESSEE on terminating this lease for LESSEE's breach all damages proximately resulting from the breach including the cost of recovering the premises, and the worth of the balance of this lease over the reasonable rental value of the premises due LESSOR from LESSEE.

e. APPOINTMENT OF RECEIVER. After reentry, LESSOR may procure the appointment of a receiver to take possession of and collect rents and profits from LESSEE's business. If necessary, to collect such rents and profits, the receiver may carry on LESSEE's business and take possession of LESSEE's personal property used in the business, including inventory, trade fixtures, and furnishings, and use them in the business without compensating LESSEE therefor. Proceedings for appointment of a receiver by LESSOR, or the appointment of a receiver and the conducting by him or it of LESSEE's business, shall not terminate this lease unless LESSOR has given LESSEE written notice of such termination as provided herein.

19. The parties hereto agree that after the service of any notice, or the commencement of any suit or after the final judgment for possession of the premises, LESSOR may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit or said judgment.

20. LESSEE TO PAY LESSOR's ATTORNEY's FEES. LESSEE will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by LESSOR in enforcing the covenants and agreements of this lease, including filing an action to enforce any covenants of this lease, or for breach of any covenant herein.

21. MANNER OF GIVING NOTICE. Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed, postage prepaid, addressed to such person. LESSOR's address for this purpose shall be City of LeRoy, 111 East Center Street, P.O. Box 151, LeRoy, Illinois 61752, or such other address as it may designate to LESSEE in writing. Notices to LESSEE may be addressed to LESSEE at the premises leased.

22. EFFECT OF LESSOR's WAIVER. LESSOR's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others, or of subsequent breach of the one waived.

23. LEASE APPLICABLE TO SUCCESSORS. This lease and the covenants and conditions hereof apply to and are binding on the legal representatives, successors, and assigns of the parties.

24. TIME OF ESSENCE. Time is of the essence of this lease.

25. PLURALS. The words "LESSOR" and "LESSEE" wherever herein occurring and used shall be construed to mean the singular as well as the plural of each term in case more than one person or entity constitutes either party to this lease.

26. 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 thereof, nor shall it affect the application of any clause, phrase, provision or portion thereof to other persons or circumstances.

27. PAYMENT OF UTILITIES. LESSOR and LESSEE shall pay those utilities as indicated below, respectively:

Water & Sewer	(X)	At Lessor's Expense	()	At Lessee's Expense
Heat	()	At Lessor's Expense	(X)	At Lessee's Expense
Natural Gas	()	At Lessor's Expense	(X)	At Lessee's Expense
Electricity	()	At Lessor's Expense	(X)	At Lessee's Expense
Water	(X)	At Lessor's Expense	(X)	At Lessee's Expense
Trash Removal	(X)	At Lessor's Expense	()	At Lessee's Expense
Snow Removal	(X)	At Lessor's Expense	()	At Lessee's Expense
Other:	()	At Lessor's Expense	(X)	At Lessee's Expense

28. PROPERTY TAXES. LESSOR shall pay all real property taxes on said premises. LESSEE shall pay any personal property taxes that may be levied during the term of this lease on LESSEE's equipment.

29. WEEDS, GRASS AND LITTER. LESSOR shall mow the grass on the premises (if any), keep the weeds trimmed and litter picked up.

30. LESSEE agrees not to attach any sign to any building on the demised premises or to place any sign upon the demised premises without the written consent of LESSOR.

31. LESSEE shall be liable to LESSOR for all intentional or negligent acts of LESSEE, LESSEE's agents, employees, customers and business invitees or licensees which cause any damage to LESSOR or LESSOR's property.

32. EFFECT OF EMINENT DOMAIN PROCEEDINGS. Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by LESSEE for purposes for which the premises are leased will not terminate this lease, unless LESSOR, at its option, terminates this lease by giving written notice of termination to LESSEE. The effect of such condemnation, should such option not be exercised, will be to terminate the lease as to the remainder of the premises. LESSEE's rental for the remainder of the lease term shall in such case be reduced by the amount that the usefulness of the premises to it for such purposes is reduced. All compensation awarded in the eminent domain proceeding as a result of such condemnation shall be LESSOR's. LESSEE hereby assigns and transfers to LESSOR any claim it may have to compensation for damages as a result of such condemnation.

33. LESSEE agrees, at the conclusion of the term of this lease, to remove any and all articles, equipment or improvements installed by LESSEE, other than those improvements agreed to be made by LESSEE and accepted by LESSOR in lieu of cash rent to be paid for the premises (as set forth in Exhibit A). Removal shall be directed at LESSOR's option. All ceilings, walls, partitions, plumbing, electric or gas lines or service installed by any party (LESSEE or sub-LESSEE) shall remain as property of LESSOR.

34. The parties hereto agree this lease shall be renewed for an additional three year period at the conclusion of the first term of this lease unless either party gives the other written notice of the intention of that party not to renew the lease, said notice to be given in order that it be received by the other party not later than 60 days prior to the end of the initial term of this lease. In the event the lease is renewed automatically under this provision, it shall be considered renewed as to all terms as set forth herein, including completion of those improvements as set forth in Exhibit A, attached hereto and incorporated herein, or payment of cash rendered in lieu of completion of the improvements as set forth in Exhibit A.

35. TERMINATION OF LEASE UPON SALE OF PREMISES. LESSOR reserves the right at all times to sell the premises described herein. In the event LESSOR sells the subject premises, LESSOR or LESSOR's successor in interest may terminate this lease agreement effective 60 days after giving written notice to LESSEE that the subject premises have been sold, and stating the date of sale and date of final settlement of that sale.

36. The language used in this agreement shall be deemed to be the language approved by all parties to this agreement to express their mutual intent and no rule of strict construction shall be applied against any party.

37. This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution or

delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that it has relied on its own judgments in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them or any agent for either of them to the other or to any agent for either party are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.

38. No waiver or modification, change, discharge or termination, of this agreement, or of any covenant, condition or limitation, herein contained, shall be valid unless in writing and duly executed by the party to be charged therewith. If any headings are used in this agreement they are for purposes of reference only and shall not limit or define the meanings thereof. Such headings, if any exist herein, are for convenience only and shall not be taken into consideration in any construction or interpretation of this agreement or any of its provisions.

39. This agreement and performance of the same by each party hereunder and all suits and special proceedings that may be had hereunder shall be construed in accordance with the laws of the State of Illinois.

40. This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement.

41. Whenever the masculine, feminine, or neuter genders are used herein as required by the context or particular circumstance, each shall include each of the other genders as appropriate. Whenever the singular or plural numbers are used herein, such number or numbers shall be deemed to be the other as required. Wherever the present, past or future tense is utilized in this agreement, and the context or circumstances require another interpretation, the present shall include the past and future, the future shall include the present, and the past shall include the present.

CITY OF LEROY, an Illinois municipal corporation

By: _____
Jerry C. Davis, Mayor of the City of
LeRoy, McLean County, Illinois

LEROY PROMOTION ASSOCIATION/
CHAMBER OF COMMERCE, an
Illinois not-for-profit corporation

By: _____,
President of
the LeRoy Promotion Association/
Chamber of Commerce

In lieu of monthly rental payments, LESSEE shall provide materials and labor in making and installing improvements upon the leased premises as described below. The value of the improvements, when completed, is agreed to be approximately \$12,000.00. Improvements shall be made or completed annually of a value of at least approximately \$4,000.00 per each twelve months from the beginning of the lease term. The improvements shall consist of:

- a) Handicapped accessible bathrooms;
- b) Removal of the north/south wall to enlarge the area;
- c) Installation of a kitchenette area;
- d) Installation of a dance floor approximately 30' x 30';
- e) Installation of a ceiling;
- f) Improvements to the interior walls;
- g) Other improvements as the parties may agree.

Exhibit A to the Lease

CERTIFICATE

I, Juanita Dagley, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on April 3, 1995, the Corporate Authorities of such municipality passed and approved Ordinance No. 586, entitled:

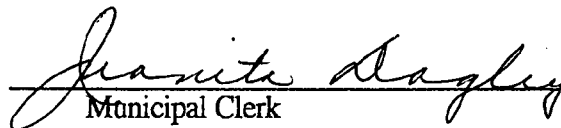
AN ORDINANCE APPROVING A LEASE AGREEMENT WITH THE LEROY PROMOTION ASSOCIATION/CHAMBER OF COMMERCE,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 586, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on April 3, 1995, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 3rd day of April, 1995

(SEAL)


Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, Juanita Dagley, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH THE LEROY PROMOTION ASSOCIATION/CHAMBER OF COMMERCE.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 3rd day of April, 1995, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 3rd day of April, 1995.

X Juanita Dagley
City Clerk

(SEAL)

LEASE OF REAL ESTATE

This lease is made and executed in duplicate by and between the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, having its principal business office at 111 East Center Street, LeRoy, Illinois, hereinafter referred to as "LESSOR", and LeRoy Promotion Association/Chamber of Commerce, Inc., an Illinois not-for-profit corporation, having its registered corporation office at 112 East Center Street, LeRoy, Illinois, hereinafter called "LESSEE".

1. LESSOR leases to LESSEE, and LESSEE rents from LESSOR, as herein provided, the premises located at 214 East Pine Street, LeRoy, Illinois 61752, consisting of a portion of a building, that part subject to this lease being the south 64 feet of the building, the lot on which said building is located, and the parking lot serving the aforesaid premises, and described more particularly as follows:

Lot 6 and and the South 64 feet of Lot 7, all in Block 17 of the Original Town of LeRoy, McLean County, Illinois.

2. The term of this lease is three years beginning on May 1, 1995, and terminating on April 30, 1998.

3. The total rent under this lease is an amount, or improvements to be made, all as set forth on Exhibit A attached hereto and incorporated herein by reference. LESSEE agrees to make the improvements as set forth in Exhibit A within the term of this lease (the three years of this agreement), or, in lieu thereof, to pay that cash rent as set forth in Exhibit A, said cash rent to be paid in quarter-annual installments on May 1, August 1, November 1, February 1, of each calendar year, beginning with May 1, 1995. In the event some improvements are made, but not all of those as set forth in the attached Exhibit A, the parties shall agree on a final balance of cash rent due, said agreement to be made prior to April 1, 1998, and the amount of rent finally due to be paid not later than April 30, 1998.

4. The premises are leased to be used as a community center and community meeting facility. LESSEE shall have exclusive use of the south 64 feet for the LESSEE's usual and customary activities, and for other activities sponsored or promoted by the LESSEE, or carried out in connection with LESSEE's activities to raise funds to carry on LESSEE's not-for-profit activities, such other activities to include, but not by way of limitation, fundraising activities, including rentals for parties, wedding receptions, club meetings, and the like. The subject premises may be used for other purposes only with the prior written consent of LESSOR.

5. NO USE THAT INCREASES INSURANCE RISK. LESSEE shall not use the premises in any manner, even in its use for the purposes for which the premises are leased, that will increase risks covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises, or to cause

cancellation of any insurance policy covering the building. LESSEE further agrees not to keep on the premises, or permit to be kept, used or sold thereon, anything prohibited by the policy of damage insurance covering the premises. LESSEE shall comply, at its own expense, with all requirements of insurers necessary to keep in force the damage insurance and public liability insurance covering the premises and building.

6. NO WASTE, NUISANCE, OR UNLAWFUL USE. LESSEE shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

7. POSSESSION. Possession shall be granted on or before May 1, 1995.

8. REPAIRS AND MAINTENANCE. LESSEE shall take good care of the building and premises, or of any buildings and premises demised, and any fixtures therein or thereon. LESSEE shall make no changes or alterations to the premises or any improvements thereon nor shall LESSEE erect any partitions within any improvements, nor paper or paint any walls, without the written consent of LESSOR. LESSEE will make all repairs required to the walls, floors, ceilings, paint, plastering, plumbing works, pipes, electrical works and all fixtures belonging and found upon the premises whenever damage or injury to the same shall result in misuse by LESSEE or anyone upon the premises as an invitee or other guest or having business dealings with LESSEE. LESSEE shall not interfere with the heating apparatus, or equipment, or with any gas, electrical or waste utility or service lines within the demised premises or within any improvements upon the demised premises, unless with the written consent of LESSOR. The provisions of this paragraph shall be subject to and considered to be varied by those provisions for improvements to be made to the building by LESSEE as set forth in Exhibit A, attached hereto and incorporated herein by reference. Landlord's obligation for maintenance shall include:

- the roof, outside walls, and structural members of the building;
- the parking lot, driveways and sidewalks;
- the sewer, water pipes, and other matters related to plumbing insofar as providing water service and sewage service to the building, up to the point where such service lines enter the building and are first exposed above the floor (where the service lines are first exposed above the floor and on to the various water outlets and drain connections LESSEE shall be responsible for repairs and maintenance of same);
- the air conditioning and heating system to the extent that repairs are required to either or both that are in excess of \$100.00 per repair.

9. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES. LESSOR represents that the premises are in fit condition for use as a community center, meeting center, and the like. LESSEE has examined and knows the condition of the demised premises and receives the same in good order and repair except as herein otherwise specified, and agrees to accept the premises upon possession as being in a good state of repair and in sanitary condition. No representations as to the condition or repair of said premises have been made by LESSOR or its agent prior to , or at the execution of this lease, that are not herein expressed or endorsed hereon. LESSEE shall surrender the premises to LESSOR at the end of the lease term, if the lease is not renewed, in the same condition as when it took possession allowing for reasonable use and wear, and damage by acts of God, including fire and storms. LESSEE shall remove all business signs or symbols placed on the premises by it before redelivery of the premises to

insurance to LESSOR as proof of the issuance of such insurance. LESSEE agrees to obtain a written obligation from the insurer to notify LESSOR in writing at least 20 days prior to cancellation or refusal to renew any such policy. LESSEE agrees that if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, LESSOR may procure the necessary insurance and pay the premium therefore, and that such premium shall be repaid to LESSOR as an additional rent installment for the month following the date on which such premiums are paid.

15. LESSOR SHALL PROVIDE PREMISES IMPROVEMENTS INSURANCE COVERAGE. LESSOR shall procure and maintain in force at all times during this lease appropriate insurance coverage in order to enable Landlord to repair or replace the structure rented under the provisions of this lease agreement. LESSOR's insurance coverage shall not be deemed by either party to provide coverage for any personal property owned by LESSEE or any other parties present from time to time upon the premises, nor shall LESSOR be obligated to provide insurance coverage that would provide for the repair or replacement of the improvements made by LESSEE from time to time in accordance with this agreement, or any other improvements made by LESSEE, with or without LESSOR's consent.

16. LESSEE'S ASSIGNMENT, SUBLEASE, OR LICENSE FOR OCCUPATION BY OTHER PERSONS. LESSEE agrees not to assign, or sublease, the leased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person except LESSEE's agents and employees, to occupy the premises or any part thereof, without first obtaining LESSOR's written consent. LESSOR expressly covenants that such consent shall not be unreasonably or arbitrarily refused. One consent by LESSOR shall not be a consent to a subsequent assignment, sublease, or occupation by any other person(s), LESSEE's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate the lease at LESSOR's option. LESSEE's interest in this lease is not assignable by operation of law, nor is any assignment of its interest herein, without LESSOR's written consent.

17. LEASE BREACHED BY LESSEE'S RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY OR BANKRUPTCY. Appointment of a receiver to take possession of LESSEE's assets (except a receiver appointed at LESSOR's request as herein provided), LESSEE's general assignment for the benefit of creditors, or LESSEE's insolvency or taking or suffering action under any bankruptcy act is a breach of this lease.

18. LESSOR'S REMEDIES ON LESSEE'S BREACH. If LESSEE shall abandon or vacate the premises, or otherwise breach this lease, LESSOR shall have the following remedies in addition to its other rights and remedies in such event:

a. REENTRY. LESSOR may reenter the premises immediately, and remove all of LESSEE's personnel and property therefrom. LESSOR may store the property in a public warehouse or at another place of its choosing at LESSEE's expense or to LESSEE's account.

b. TERMINATION. After reentry, LESSOR may terminate this lease on giving 10 day's written notice of such termination to LESSEE. Reentry only, without notice of termination, will not terminate this lease.

c. RELETTING PREMISES. After reentering, LESSOR may relet the premises or any part thereof, for any term, without terminating this lease at such rent and on such

LESSOR, and shall restore the portion of the premises on which they were placed to the same condition as before their placement.

10. LIMITATION OF LIABILITY. LESSOR shall not be liable for any damage occasioned to LESSEE, LESSEE's property, or any guest, licensee or invitee or other person present upon the demised premises at LESSEE's behest or request, or the property of any such person, by failure to keep the subject premises in repair, and LESSOR shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, wash-stand, water-closet or waste-pipe, in, above, upon or about said premises or any improvements thereon, nor for damage occasioned by water, snow or ice being upon or coming through the roof, sky-light, trap-door, or otherwise, nor for any damage arising from acts of neglect of any owners or occupants of adjacent or contiguous property.

11. PARTIAL DESTRUCTION OF THE PREMISES. Partial destruction of the leased premises shall not render this lease voidable, or terminate it except as herein provided. If the premises are partially destroyed during the term of this lease, LESSOR shall repair the damage, when such repairs can be made in conformity with the local, state, and federal laws and regulations within 90 days of the partial destruction. Rent for the premises will be reduced proportionately to the extent to which the repair operations interfere with the normal conduct of LESSEE's business on the premises. If the repairs cannot be so made within the time limit, LESSOR has the option to make them within a reasonable time and continue this lease in effect with proportional rent rebate to LESSEE as provided herein. If the repairs cannot be made in 90 days, and if LESSOR does not elect to make them within a reasonable time, either party hereto has the option to terminate this lease. If the building in which the leased premises are located is more than one-third destroyed, LESSOR may at its option terminate the lease whether the leased premises are injured or not.

12. LESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE. LESSOR reserves the right to enter on the premises at reasonable times to inspect them, to perform required maintenance and repairs, or to make additions or alterations to any part of the building in which the premises are located, and LESSEE agrees to permit LESSOR to do so. LESSOR may, in connection with such alteration, additions, or repairs, erect scaffolding, fences and similar structures, post relevant notices, and place moveable equipment without any obligation to reduce LESSEE's rent for the premises during such period, and without incurring liability to LESSEE for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

13. POSTING "FOR SALE", "FOR LEASE", OR "FOR RENT" SIGNS. LESSOR reserves the right to place "For Sale" signs on the premises at any time during the lease, or "For Lease" or "For Rent" signs on the premises at any time within 90 days of expiration of the lease, if LESSEE has not exercised its option to renew, and LESSEE agrees to permit LESSOR to do so.

14. LESSEE TO CARRY LIABILITY INSURANCE. LESSEE shall procure and maintain in force during the term of this lease and any extension thereof, at its expense, public liability insurance in companies and through brokers approved by LESSOR, adequate to protect against liability for damage claims through public use arising out of accidents occurring in or around the leased premises, in a reasonable amount for personal injury and for property damage. Such insurance policies shall provide coverage for LESSOR's contingent liability on such claims or losses. The policies shall be delivered to LESSOR for safe keeping or LESSEE may provide a certificate of

terms as it may choose. LESSOR may make alterations and repairs to the premises in so reletting.

(1). LIABILITY OF LESSEE ON RELETTING. LESSEE shall be liable to LESSOR in addition to its other liabilities for breach of the lease for all expenses of the reletting, and of the alterations and repairs made, which LESSOR may incur. In addition LESSEE shall be liable to LESSOR for the difference between the rent received by LESSOR under the reletting and the rent installments that are due for the same period under this lease.

(2). APPLICATION OF RENT ON RELETTING. LESSOR at its option may apply the rent received from reletting the premises as follows:

(a) To reduce LESSEE's indebtedness to LESSOR under the lease, not including indebtedness for rent;

(b) To expenses of reletting and alterations and repairs made;

(c) To rent due under this lease;

(d) To payment of future rent under this lease as it becomes due.

(3). If the new lessee does not pay a rent installment promptly to LESSOR, and the rent installment has been credited in advance of payment to LESSEE's indebtedness other than rent, or if rentals from the new lessee have been otherwise applied by LESSOR as provided for herein, and during any rent installment period are less than the rent payable for the corresponding installment period under this lease, LESSEE agrees to pay LESSOR the deficiency separately for each rent installment deficiency period, and before the end of that period.

(4). LESSOR may at any time after such reletting terminate this lease for the breach because of which it reentered and relet.

d. LESSOR may recover from LESSEE on terminating this lease for LESSEE's breach all damages proximately resulting from the breach including the cost of recovering the premises, and the worth of the balance of this lease over the reasonable rental value of the premises due LESSOR from LESSEE.

e. APPOINTMENT OF RECEIVER. After reentry, LESSOR may procure the appointment of a receiver to take possession of and collect rents and profits from LESSEE's business. If necessary, to collect such rents and profits, the receiver may carry on LESSEE's business and take possession of LESSEE's personal property used in the business, including inventory, trade fixtures, and furnishings, and use them in the business without compensating LESSEE therefor. Proceedings for appointment of a receiver by LESSOR, or the appointment of a receiver and the conducting by him or it of LESSEE's business, shall not terminate this lease unless LESSOR has given LESSEE written notice of such termination as provided herein.

19. The parties hereto agree that after the service of any notice, or the commencement of any suit or after the final judgment for possession of the premises, LESSOR may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit or said judgment.

20. LESSEE TO PAY LESSOR'S ATTORNEY'S FEES. LESSEE will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by LESSOR in enforcing the covenants and agreements of this lease, including filing an action to enforce any covenants of this lease, or for breach of any covenant herein.

21. MANNER OF GIVING NOTICE. Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed, postage prepaid, addressed to such person. LESSOR's address for this purpose shall be City of LeRoy, 111 East Center Street, P.O. Box 151, LeRoy, Illinois 61752, or such other address as it may designate to LESSEE in writing. Notices to LESSEE may be addressed to LESSEE at the premises leased.

22. EFFECT OF LESSOR'S WAIVER. LESSOR's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others, or of subsequent breach of the one waived.

23. LEASE APPLICABLE TO SUCCESSORS. This lease and the covenants and conditions hereof apply to and are binding on the legal representatives, successors, and assigns of the parties.

24. TIME OF ESSENCE. Time is of the essence of this lease.

25. PLURALS. The words "LESSOR" and "LESSEE" wherever herein occurring and used shall be construed to mean the singular as well as the plural of each term in case more than one person or entity constitutes either party to this lease.

26. 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 thereof, nor shall it affect the application of any clause, phrase, provision or portion thereof to other persons or circumstances.

27. PAYMENT OF UTILITIES. LESSOR and LESSEE shall pay those utilities as indicated below, respectively:

Water & Sewer	<input checked="" type="checkbox"/>	At Lessor's Expense	<input type="checkbox"/>	At Lessee's Expense
Heat	<input type="checkbox"/>	At Lessor's Expense	<input checked="" type="checkbox"/>	At Lessee's Expense
Natural Gas	<input type="checkbox"/>	At Lessor's Expense	<input checked="" type="checkbox"/>	At Lessee's Expense
Electricity	<input type="checkbox"/>	At Lessor's Expense	<input checked="" type="checkbox"/>	At Lessee's Expense
Water	<input type="checkbox"/>	At Lessor's Expense	g.A. <input checked="" type="checkbox"/>	At Lessee's Expense
Trash Removal	<input checked="" type="checkbox"/>	At Lessor's Expense	<input type="checkbox"/>	At Lessee's Expense
Snow Removal	<input checked="" type="checkbox"/>	At Lessor's Expense	<input type="checkbox"/>	At Lessee's Expense
Other:	<input type="checkbox"/>	At Lessor's Expense	<input checked="" type="checkbox"/>	At Lessee's Expense

28. PROPERTY TAXES. LESSOR shall pay all real property taxes on said premises. LESSEE shall pay any personal property taxes that may be levied during the term of this lease on LESSEE's equipment.

29. WEEDS, GRASS AND LITTER. LESSOR shall mow the grass on the premises (if any), keep the weeds trimmed and litter picked up.

30. LESSEE agrees not to attach any sign to any building on the demised premises or to place any sign upon the demised premises without the written consent of LESSOR.

31. LESSEE shall be liable to LESSOR for all intentional or negligent acts of LESSEE, LESSEE's agents, employees, customers and business invitees or licensees which cause any damage to LESSOR or LESSOR's property.

32. EFFECT OF EMINENT DOMAIN PROCEEDINGS. Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by LESSEE for purposes for which the premises are leased will not terminate this lease, unless LESSOR, at its option, terminates this lease by giving written notice of termination to LESSEE. The effect of such condemnation, should such option not be exercised, will be to terminate the lease as to the remainder of the premises. LESSEE's rental for the remainder of the lease term shall in such case be reduced by the amount that the usefulness of the premises to it for such purposes is reduced. All compensation awarded in the eminent domain proceeding as a result of such condemnation shall be LESSOR's. LESSEE hereby assigns and transfers to LESSOR any claim it may have to compensation for damages as a result of such condemnation.

33. LESSEE agrees, at the conclusion of the term of this lease, to remove any and all articles, equipment or improvements installed by LESSEE, other than those improvements agreed to be made by LESSEE and accepted by LESSOR in lieu of cash rent to be paid for the premises (as set forth in Exhibit A). Removal shall be directed at LESSOR's option. All ceilings, walls, partitions, plumbing, electric or gas lines or service installed by any party (LESSEE or sub-LESSEE) shall remain as property of LESSOR.

34. The parties hereto agree this lease shall be renewed for an additional three year period at the conclusion of the first term of this lease unless either party gives the other written notice of the intention of that party not to renew the lease, said notice to be given in order that it be received by the other party not later than 60 days prior to the end of the initial term of this lease. In the event the lease is renewed automatically under this provision, it shall be considered renewed as to all terms as set forth herein, including completion of those improvements as set forth in Exhibit A, attached hereto and incorporated herein, or payment of cash rendered in lieu of completion of the improvements as set forth in Exhibit A.

35. TERMINATION OF LEASE UPON SALE OF PREMISES. LESSOR reserves the right at all times to sell the premises described herein. In the event LESSOR sells the subject premises, LESSOR or LESSOR's successor in interest may terminate this lease agreement effective 60 days after giving written notice to LESSEE that the subject premises have been sold, and stating the date of sale and date of final settlement of that sale.

36. The language used in this agreement shall be deemed to be the language approved by all parties to this agreement to express their mutual intent and no rule of strict construction shall be applied against any party.

37. This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution or

delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that it has relied on its own judgments in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them or any agent for either of them to the other or to any agent for either party are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.

38. No waiver or modification, change, discharge or termination, of this agreement, or of any covenant, condition or limitation, herein contained, shall be valid unless in writing and duly executed by the party to be charged therewith. If any headings are used in this agreement they are for purposes of reference only and shall not limit or define the meanings thereof. Such headings, if any exist herein, are for convenience only and shall not be taken into consideration in any construction or interpretation of this agreement or any of its provisions.

39. This agreement and performance of the same by each party hereunder and all suits and special proceedings that may be had hereunder shall be construed in accordance with the laws of the State of Illinois.

40. This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement.

41. Whenever the masculine, feminine, or neuter genders are used herein as required by the context or particular circumstance, each shall include each of the other genders as appropriate. Whenever the singular or plural numbers are used herein, such number or numbers shall be deemed to be the other as required. Wherever the present, past or future tense is utilized in this agreement, and the context or circumstances require another interpretation, the present shall include the past and future, the future shall include the present, and the past shall include the present.

CITY OF LEROY, an Illinois municipal corporation

By: 

Jerry C. Davis, Mayor of the City of LeRoy, McLean County, Illinois

LEROY PROMOTION ASSOCIATION/
CHAMBER OF COMMERCE, an
Illinois not-for-profit corporation

By: 

Jeanne K. Nord, President of
the LeRoy Promotion Association/
Chamber of Commerce

In lieu of monthly rental payments, LESSEE shall provide materials and labor in making and installing improvements upon the leased premises as described below. The value of the improvements, when completed, is agreed to be approximately \$12,000.00. Improvements shall be made or completed annually of a value of at least approximately \$4,000.00 per each twelve months from the beginning of the lease term. The improvements shall consist of:

- a) Handicapped accessible bathrooms;
- b) Removal of the north/south wall to enlarge the area;
- c) Installation of a kitchenette area;
- d) Installation of a dance floor approximately 30' x 30';
- e) Installation of a ceiling;
- f) Improvements to the interior walls;
- g) Other improvements as the parties may agree.

Exhibit A to the Lease