

CITY OF WARRENVILLE
DU PAGE COUNTY, ILLINOIS

RESOLUTION NO. 95-29

**RESOLUTION APPROVING LAND LEASE AGREEMENT BY AND BETWEEN THE
CITY OF WARRENVILLE AND THE WARREN TAVERN PRESERVATIONISTS**

WHEREAS, the City Council believes and hereby declares it is in the best interests of the City to lease the land at 3 S 540 Second Street, in accordance with the terms of the Land Lease Agreement, a copy of which is attached hereto as Exhibit 1 and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WARRENVILLE, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That the Land Lease Agreement between the City and the Warren Tavern Preservationists, Inc. attached hereto as Exhibit 1, shall be, and it is hereby approved, and the Mayor and City Clerk shall be, and they are hereby, authorized and directed to execute said Lease in substantially the form attached hereto.

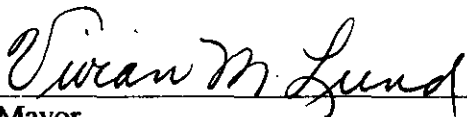
SECTION TWO: That this resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED this 16th day of October, 1995.

AYES: Ald. Ulery, Carroll, Molnar, Johnston and Mayor Lund

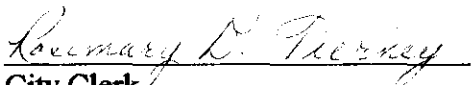
NAYS: Ald. Skinner, Marzano, Siebert and Brogie

ABSENT: None



Mayor

ATTEST:



City Clerk

**LAND LEASE
FOR PROPERTY OWNED BY CITY OF WARRENVILLE**

THIS LEASE is made on the 16th day of October, 1995.

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to hire and take from the Landlord, the Leased Property described below pursuant to the terms and conditions specified herein:

LANDLORD:

City of Warrenville
28 W 630 Stafford Place
Warrenville, Illinois 60555

TENANT:

Warren Tavern Preservationists, Inc. *FTT*
Address: 3 S 540 Second Street
Warrenville IL 60555
Mailing Address: P. O. Box 17, Warrenville IL 60555

1. **Leased Property.** The Leased Property is that property legally described on Exhibit A attached hereto and made a part hereof and commonly known as 3 S 540 Second Street.

2. **Term.** The term of the Lease shall be for a term of nineteen years commencing on the 1st day of November, 1995 and ending at Midnight of the 31st day of October, 2014.

3. **Rent.** The annual rental amount for the Leased Premises is ten dollars (\$10.00) per year. The rent payment must be paid by the 1st day of January of each year at the Landlord's address listed above. The first year's rent is to be paid when Tenant signs this Lease. Landlord need not give notice to Tenant regarding Tenant's obligation to pay rent.

4. **Default/Abandonment.** If Tenant defaults in the payment of rent or any other term or condition of this Lease, Landlord may give Tenant written notice to cure such default. If Tenant fails to cure such default within thirty days of receiving notice, Landlord may elect to terminate the Lease and remove the Tenant, the Tenant's building, and any other improvement or possession of the Tenant.

If Tenant abandons or vacates the Leased Property during the Term of this Lease, Landlord may, without liability for prosecution or owing damages to Tenant, relet the Leased Property or remove any and all improvements installed by Tenant, or both. If the Landlord elects not to relet the Leased Property, Tenant shall be liable for the remainder of the rent due under the Lease until its expiration and all costs incurred by the Landlord in removing any improvement installed by Tenant. If the Landlord relets the Leased Property but is unable to relet the Leased Property for as much rent as would have been paid by Tenant during the period between Tenant's abandonment and the end of the Term, plus the costs incurred in removing any improvement installed by the Tenant on the Leased Property, Tenant shall be liable to Landlord for the difference.

5. Occupants and Use. The Leased Property shall be occupied by the historic Warren Tavern Building and related improvements. The Tenant will continue restoration of the historic Warren Tavern Building, and the building shall be occupied by the Warren Tavern Preservationists, Inc. No other group or organization shall occupy the Leased Property without the prior written consent of the Landlord. The Tenant shall only use the Leased Property as a living history exhibit and an educational facility and may not utilize the premises for any other purpose without prior written consent from the Landlord.

6. Alterations. Tenant shall obtain Landlord's written consent prior to making any improvement to the grounds surrounding the Warren Tavern building (e.g, landscaping, trees, sidewalks, etc.).

7. Maintenance of Leased Property. Tenant shall, at tenant's expense, maintain the property and improvements placed thereon in a clean, safe and sanitary condition at all times. At the end of the term, Tenant shall leave the Leased Property clean, safe and in good condition.

8. Utilities/Services. Tenant is responsible for the payment of all utilities and services.

9. Landlord's Right to Enter. Landlord may, at reasonable times, enter the Leased Property to inspect it in order to assure that the Tenant is in compliance with the terms of this Lease.

10. Laws and Regulations. Tenant must, at Tenant's expense, comply with all laws, regulations, ordinances and requirements of all municipal, state and federal authorities which are effective during the term of the Lease, pertaining to the use of the premises.

11. Insurance. Tenant shall, at Tenant's expense, secure and maintain a comprehensive general liability insurance policy naming the City of Warrenville as an additionally insured party. The aforementioned insurance policy shall be for a minimum coverage of \$1,000,000.00. Evidence of the aforesaid comprehensive general liability insurance policy and a physical damage insurance coverage policy equal to or greater than the projected value of the Historic Warren Tavern structure shall be presented when the Lease is signed. The aforesaid insurance policies shall provide that the Landlord be notified at least sixty days prior to any cancellation of the policies.

12. Hold Harmless Acknowledgment. To the fullest extent permitted by law, the Tenant shall defend, indemnify and hold the Landlord harmless from any and all claims, demands, lawsuits, causes of action, judgments or damages (hereinafter collectively referred to as "Lawsuits"), including reasonable attorney's fees incurred in the defense of any of the foregoing, arising from or related to the

Tenant's use, operations, occupancy, construction of improvements, or maintenance of improvements on the Leased Property. This hold harmless provision shall survive the expiration of the Lease with respect to any Lawsuits based upon claimed injuries to persons or property occurring during the term of this Lease.

13. Binding Obligations. This Lease is binding on the Landlord and Tenant and those that lawfully succeed to their rights or take their place. Tenant and Landlord have both read this Lease and all promises made by the parties are contained in this Lease.

This Lease is effective when Landlord delivers a copy signed by all parties to the Tenant. Parties have signed this Lease in duplicate the day and year written above.

CITY OF WARRENVILLE
(Landlord)

Twian M. Lund
Mayor

ATTEST:

Rosemary D. Tierney
City Clerk

WARREN TAVERN PRESERVATIONISTS, INC.
(Tenant)

Henry L. Lund

A. J. Jaisi
(Witness)

LAND LEASE

THIS LAND LEASE (“Lease”) is entered as of _____, 2019 by and between the City of Warrenville, Illinois, an Illinois municipal corporation and home rule unit of government (“**Landlord**”) and Warren Tavern Preservationists, Inc., an Illinois not-for-profit corporation (“**Tenant**”), who hereby mutually covenant and agree as follows:

1.0 Basic Lease Provisions. The following terms are defined as follows:

- (a) **Commencement Date:** August 1, 2019
- (b) **Lease Term:** Twenty years.
- (c) **Expiration Date:** July 31, 2039 unless sooner terminated pursuant to the terms of this Lease, or unless extended automatically pursuant to this Lease.
- (d) **Purpose:** Tenant’s use of the Premises (as defined below) will be restricted to a living history exhibit and an educational facility incorporated into the historic Warren Tavern Building and related improvements. The Premises will be occupied by the historic Warren Tavern Building, which is owned by Tenant, and related improvements which are also owned by the Tenant. The Tenant will continue restoration of the historic Warren Tavern Building, and the Building shall be occupied by the Warren Tavern Preservationists, Inc. No other group or organization shall occupy the Premises without the prior written consent of the Landlord. The Tenant shall only use the Premises as a living history exhibit and an educational facility and may not utilize the Premises for any other purpose without prior written consent from the Landlord. Notwithstanding the foregoing, the Tenant may use the Premises for gatherings of local clubs, local groups and local individuals consistent with the mission of the Tenant (“Third Party Event”) and a retail gift shop may be located on the Premises provided (i) proper licenses and permits are obtained by the Tenant, (ii) moderate fees, if any, are charged for the purpose of meeting Tenant’s expenses under this Lease and not to make a profit, and (iii) the Third Party Event or retail gift shop is subject to such third party user’s agreement to comply with the insurance provisions of this Lease by submittal of an insurance certificate and the execution by such user of a hold harmless agreement as provided by the Landlord before such use. Tenant will provide a copy of the Tenant’s mission statement to Landlord concurrent with the Tenant’s execution of this Lease and when revised thereafter from time to time.
- (e) **Base Rent:** \$10.00 per year.
- (f) **Tenant’s Address:** 3 S. 540 Second Street, Warrenville, IL 60555
- (f) **Landlord’s Address:** 3 S. 258 Manning Avenue, Warrenville, IL 60555

- (g) **Premises:** approximately 4,000 square feet of land, as legally described and depicted on **Exhibit “A”** attached hereto, located at 3 S. 540 Second Street, Warrenville, IL 60555. Upon such land rests the historic Warren Tavern Building and related improvements, including walkways between the Warren Tavern Building and the public sidewalks along Second Street (collectively, “Building”) as shown on Exhibit A. The Building is Tenant’s personal property (“Tenant’s Property”) as further defined in Section 17.0.
- (h) **Security Deposit:** \$0.
- (i) **Tenant’s Status:** Tenant will submit to the Landlord, proof of good standing with the Illinois Secretary of State on the annual anniversary of the Lease. If Tenant is not in good standing with the Illinois Secretary of State, it will be deemed to be in default under this Lease.

1.1 Grant. Landlord, for and in consideration of the rents and other sums herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises.

1.2 Lease Term. The Lease Term shall commence on the Commencement Date and shall expire on the Expiration Date, unless extended or sooner terminated in accordance with the terms of this Lease. In the event Landlord decides to sell the Premises, or for any reason Landlord determines it needs to terminate the Lease, within Landlord’s sole discretion, Landlord will give Tenant not less than six months (6) months prior notice of Landlord’s intent to terminate this Lease and this notice will state the date of termination. Unless terminated in accordance with the terms of this Lease, this Lease will automatically be extended for consecutive five year terms, unless terminated in writing by either party with written notice to the other party, at least six (6) months prior to a scheduled expiration date or as terminated by Landlord as described above.

2.0 Delivery of Possession. Tenant acknowledges that it is fully familiar with the condition of the Premises and has, prior to the Commencement Date, made such inspections as it desires of the Premises and all factors relevant to its use. Tenant accepts the Premises in “**AS IS**” condition except as otherwise expressly provided herein. Except as expressly provided herein, no representations, warranties or agreements as to the condition or repair of, or improvements to, the Premises have been made by or on behalf of Landlord. Tenant waives all claims relating to the condition of the Premises.

3.0 Permitted Use. The Premises shall be used and occupied only for the purposes set forth in **Section 1.0**. Tenant shall obtain and maintain all licenses and permits required for the purposes set forth in Section 1.0. In addition to the foregoing, Tenant shall comply with the Landlord’s requirements for licenses and permits for any use of the Premises for purposes and activities that are outside of the scope of the Tenant’s Use of the Premises as delineated in Section 1.0(d) of this Lease or adjacent property owned by Landlord that is not part of the Premises described in this Lease.

4.0 Base Rent. Commencing on the Commencement Date, Tenant shall pay Base Rent as set forth in the Basic Lease Provisions, in annual installments in advance, on the first day of January of each year during the term hereof. Base Rent shall not be prorated for partial years within the Lease Term.

4.1 Payment of Rent. All charges, costs and sums required to be paid by Tenant to Landlord under this Lease in addition to Base Rent, shall be deemed additional rent (“**Additional Rent**”). Base Rent and Additional Rent are hereinafter collectively referred to as “**Rent**”. Tenant’s covenant to pay Rent shall be independent of every other covenant in this Lease. Rent shall be paid to or upon the order of Landlord at the Landlord’s Address set forth in the Basic Lease Provisions, or as Landlord shall otherwise direct by written notice to Tenant. All payments of Rent shall be made without any prior demand therefor and without deduction, set off, discount or abatement in lawful money of the United States. If paid by check, such check shall be drawn upon a Federal Reserve Member Bank located in the State of Illinois.

4.2 Late Charges. If any payment of Rent is not received by Landlord within fifteen (15) days after the date due, then Tenant shall pay Landlord a late charge equal to five percent (5%) of the amount of said delinquent payment.

5.0 Taxes. Tenant will be responsible for any and all taxes assessed against the Premises for the term of this Lease. Tenant acknowledges taxes are assessed a year in arrears and will pay 110% of the total final taxes for the twelve months prior to the end of the Lease to Landlord at the termination of this Lease to ensure the Landlord will have funds to pay the real estate taxes imposed for the last year of the Lease.

6.0 Insurance; Kinds and Amounts. Tenant, at its sole expense, shall obtain and continuously maintain in full force and effect during the Lease Term:

(i) Comprehensive general liability insurance, including contractual liability protecting against any liability occasioned on or about the Premises, against any loss, liability or damage on, about or relating to the Premises or Tenant’s Property, or any portion thereof, with limits of not less than One Million Dollars (\$1,000,000.00) single limit coverage on an occurrence basis;

(ii) All-risk property insurance insuring all improvements constructed on the Premises, including the Building and all other items of Tenant’s Property in the amount of the value of the Building and other Tenant’s Property;

(iii) Workers’ compensation as required by applicable law;

(iv) Product liability insurance for food items and any other goods used and/or sold from the Premises, in the minimum amount of not less than One Million Dollars (\$1,000,000.00) single limit coverage on an occurrence basis; and

(v) Automobile liability insurance for owned, non-owned and hired vehicles entering the Premises, with limits not less than One Million Dollars (\$1,000,000.00) single limit coverage on an occurrence basis.

6.1 Named Insureds. All liability policies required to be maintained by Tenant shall name Landlord, Landlord's mortgagee, if any, and their respective agents, employees, trustees, elected and appointed officials, attorneys, officers and directors (and such others as may from time to time be named by Landlord) as additional insureds. If Landlord so requests, the holder of any mortgages or ground leases on the Premises shall be named on such property policies pursuant to a standard mortgagee clause. Each policy shall have attached thereto (i) an endorsement that such policy shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Landlord and any named mortgagee. Certificates of insurance acceptable to Landlord and evidence of payment shall be delivered to Landlord upon commencement of the term and prior to expiration of any policy. Upon request by Landlord, Tenant shall deliver copies of all insurance policies to Landlord.

7.0 Compliance With Law. Tenant shall, throughout the Lease Term, at Tenant's sole cost and expense, promptly comply with, and remove or cure violations of, any and all present and future laws, ordinances, orders, rules, regulations, guidelines and requirements of all Federal, State, Municipal and other governmental bodies having jurisdiction over Tenant, the Premises, Tenant's Property and the operations or activities conducted therein. Landlord may, at reasonable times, enter the Premises or Tenant's Property to inspect it in order to assure that Tenant is in compliance with this Lease and applicable law.

8.0 Tenant's Repair Obligations. Tenant shall keep all portions of the Premises and Tenant's Property in good repair in a clean, safe and sanitary condition and free from litter caused by Tenant operations. If Tenant, its employees, agents, contractors or invitees damage any part of the Premises, Tenant's Property or common areas, Tenant shall repair such damage. Tenant shall not commit or suffer any waste or damage, disfigurement or injury to the Premises or Tenant's Property.

9.0 Alterations. Tenant shall not perform any alterations, additions, demolition, installations, or improvements in, on, of or to the Premises without Landlord's prior written consent. No permanent structure will be permitted to be placed on the Premises by Tenant other than the Warren Tavern Building which is currently on the Premises, and which Tenant will remove at the termination of this Lease, upon Landlord's request. Any addition to or changes in any paved area on the Premises, including concrete, asphalt, or other paving material, is considered to be a "permanent" structure and will not be allowed. Any temporary structures, if approved by Landlord prior to placement on Premises, must be removed by Tenant prior to termination of this Lease.

10.0 Landlord's Consent Required. Tenant shall not sell, assign, mortgage, hypothecate, pledge or in any other manner transfer or encumber any of its interest in this Lease or sublet or permit others to use or occupy any portion of the Premises, or grant any license, concession, franchise or other rights or interest in this Lease or the Premises, voluntarily, by operation of law or otherwise without in each case obtaining Landlord's prior written consent, which Landlord may withhold in its sole discretion. No assignment or subletting, whether or not Landlord's consent is given, shall relieve Tenant of its liability and obligations under this Lease.

11.0 Encumbering Title. Tenant shall not do any act which shall in any way encumber Landlord's interest in and to the Premises, nor shall the interest or estate of Landlord

in the Premises in any way become subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Premises arising from any act or omission of Tenant other than a claim by Landlord, shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Premises. Tenant shall have no authority to contract for or on behalf of Landlord for any improvements or work. Tenant shall not permit the Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor, material or services furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed for the Premises by, or at the direction or sufferance of Tenant.

12.0 Services; Utilities. Landlord shall not be required to provide any utilities or services to Tenant. Tenant is responsible for the payment of all utilities or services. In the event Landlord provides any property maintenance, including but not limited to snow removal or grass cutting, Tenant will reimburse Landlord based on Landlord's actual costs.

13.0 Tenant's Indemnity. Tenant will protect, indemnify and save harmless Landlord, its elected and appointed officials, agents, employees, officers and attorneys, from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (collectively referred to as "Lawsuits"), including, without limitation, attorneys' fees and expenses, incurred or asserted by reason of (a) any accident, injury to, or death of, persons or loss of, or damage to, property occurring on or about the Premises or any part thereof, or resulting from any act or omission of Tenant or anyone claiming by, through, or under Tenant during the Lease Term; (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; (c) the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof performed by or on behalf of Tenant during the Lease Term; or (d) claims, losses, damages, remediation and response costs, clean-up costs and expenses arising out of or in any way relating to Hazardous Materials, as defined hereinbelow, released, deposited, discharged, stored, moved onto, created upon, or removed from the Premises by Tenant, its successors and assigns or their respective agents, employees, licensees and invitees. Tenant's indemnification obligations set forth in this Lease shall survive the expiration or termination of this Lease. This Section 13.0 shall survive the expiration of the Lease with respect to any Lawsuits based upon claimed injuries or damage to persons or property occurring during or as a result of this Lease.

13.1 Compliance with Environmental Laws. Tenant agrees, at its sole expense, to comply with all Environmental Laws affecting the Premises, and Tenant shall provide Landlord with any notices received by any governmental authority with respect to the same. Tenant shall not discharge, release, store, create, use, move onto or remove from the Premises any Hazardous Materials, without Landlord's prior written approval, which Landlord may withhold in its sole discretion. For purposes of this Lease, the term "**Hazardous Materials**" shall mean (a) any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (i) cause or significantly contribute to an increase in mortality or serious illness, or (ii) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life and/or (b) hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; petroleum and any of its derivatives or byproducts; asbestos; polychlorinated biphenyls; radon; and any material

and/or substance defined as, or regulated as, a pollutant, waste, hazardous, extremely hazardous, toxic, or dangerous under any law, regulation or ordinance including, without limitation, any Environmental Laws. “**Environmental Laws**” means any and all present and future federal, state and local laws, regulations, rules, orders, guidelines, policies and requirements of any governmental authority relating to: the protection, remediation or restoration of the environment, natural resources or wildlife; pollution; Hazardous Materials; or public health and/or safety.

13.2 Waiver of Certain Claims. Except with respect to damage or injury caused by Landlord’s willful acts or gross negligence, Tenant waives all claims it may have against Landlord for damage or injury to property sustained by Tenant or any persons claiming through Tenant or by any occupant of the Premises, or by any other person, resulting from any part of the Premises or any of its improvements, equipment or appurtenances becoming out of repair, or resulting from any accident on or about the Premises or any other cause or resulting directly or indirectly from any act of neglect of any person, including Landlord, to the extent permitted by law. All personal property belonging to Tenant or any occupant of the Premises that is in or on any part of the Premises shall be at the risk of Tenant or of such other person only, and Landlord shall not be liable for any damage thereto or theft or misappropriation thereof.

14.0 Substantial Destruction. If thirty percent (30%) or more of Tenant’s Property is made untenable by fire or other casualty, Landlord may, at its option, terminate this Lease by notice to Tenant within ninety (90) days after date of casualty.

15.0 Condemnation. In the event all or part of the Premises is taken or condemned by any competent authority for any public use or purpose (including a deed given in lieu of condemnation), this Lease shall terminate as of the date title vests in such authority, and Rent shall be apportioned as of said date. Landlord shall be entitled to receive the entire price or award from any such sale, taking or condemnation, applicable to the land or other real estate interests. Tenant hereby assigns all its interest in such award to Landlord and Tenant waives any right Tenant has now or may have under present or future law to receive any award of damages for its interest in the Premises or this Lease, except that Tenant may pursue, separately, its claim for the value of the removal of the Building from the Premises.

16.0 Subordination. This Lease and Tenant’s rights are and shall be subject and subordinate to any and all mortgages, trust deeds and ground leases, existing and future easements, covenants or other restrictions now of record or hereafter executed by Landlord against the Premises and to all amendments, modifications, replacements or renewals thereof. Tenant shall execute and deliver within five (5) days after request of Landlord such acknowledgments or documents as may be requested from time to time in connection with the sale, financing, refinancing or ground leasing of the Premises including, without limitation, subordination and attornment instruments.

17.0 Disposition of Personal Property.

17.1 Building. Upon the expiration or earlier termination of the Lease, Tenant shall either remove the Building and Tenant’s Property before the termination of the Lease or Tenant shall surrender the Building to the Landlord at no cost to the Landlord and the Building shall become the separate property of the Landlord and, if requested by the Landlord, Tenant will

execute and deliver to the Landlord a Bill of Sale and Quit Claim Deed to evidence the transfer of title to the Building to the Landlord. Notwithstanding the foregoing, Tenant shall meet and confer with Landlord in connection with the expiration or termination of this Lease to determine the future handling of and the next steps for the Warren Tavern Building.

17.2 Personal Property. Tenant shall remove from the Premises and the Building all of Tenant's personal property, including the equipment and trade fixtures, (collectively "**Tenant's Personal Property**") and Tenant shall repair any injury or damage to the Premises which may result from such removal, and shall restore the Premises to the same condition as prior to the installation thereof. If Tenant does not remove Tenant's Personal Property from the Premises, as aforesaid, Landlord may, at its option, remove the same (and repair any damage occasioned thereby) and dispose thereof or deliver the same to any other place of business of Tenant or store the same, and Tenant shall pay the cost of such removal, repair, delivery and warehousing to Landlord on demand, or Landlord may treat Tenant's Personal Property as having been conveyed to Landlord with this Lease acting as a bill of sale, without further payment or credit by Landlord to Tenant.

18.0 Defaults. The occurrence of any one or more of the following events shall be considered events of default by Tenant under this Lease:

- (a) Tenant shall fail to make any payment of Rent or any other payment required to be made by Tenant hereunder when due; or
- (b) Tenant shall fail in keeping, observing or performing any of the other covenants or agreements herein contained to be kept, observed and performed by Tenant, and such failure shall continue for twenty (20) days after notice thereof in writing to Tenant; or
- (c) Tenant, if any, shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for themselves or any of their property, shall file for or be adjudged an involuntary bankrupt, or a decree or order for reorganization under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered against Tenant, and any such decree or judgment or order shall not have been vacated or set aside within sixty (60) days from the date of the entry or granting thereof.

Upon the occurrence of any one or more of such events, Tenant shall be in default hereunder. Upon a default by Tenant, Landlord may apply and retain all sums deposited with Landlord hereunder, and Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease. Upon termination of the Lease, or upon any termination of the Tenant's right to possession without termination of the Lease, the Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to the Landlord, and Tenant hereby grants to the Landlord the full and free right, without demand or notice of any kind to Tenant, to enter into and upon the Premises, with or without process of law, and to repossess the Premises as the Landlord's former estate and to expel or remove the Tenant and any others who may be occupying the Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing the Landlord's rights to Rent or any other right given the Landlord hereunder or by operation of law. Tenant shall pay on

demand all costs and expenses, including attorneys' fees and costs, incurred by Landlord in recovering sums due hereunder, recovering possession of the Premises, or otherwise enforcing this Lease or pursuing Landlord's rights and remedies against Tenant or any assignee, sublessee or other transferee.

18.1 Holding Over. Tenant shall have no right to occupy the Premises or any portion thereof after the expiration or termination of this Lease or of Tenant's right to possession. For each month or portion thereof Tenant retains possession of the Premises, or any portion thereof, after the expiration or termination of this Lease or Tenant's right to possession, Tenant shall pay Landlord an amount equal to \$200 per day possession is wrongfully withheld. Acceptance of said Rent shall not constitute a waiver by Landlord of any re-entry or other rights of Landlord provided for under this Lease or by law nor shall it be deemed an extension or renewal of the Lease Term without a written election thereof by Landlord. In addition, Tenant shall be liable for all damages, direct and consequential, incurred by Landlord as a result of such holdover.

18.2 Damages. Landlord elects to terminate this Lease, Landlord shall be entitled to recover as damages all Rent and other sums due and payable by Tenant on the date of termination, plus (1) such other damages resulting from such default, (2) the cost of performing any other covenants to be performed by the Tenant, and (3) all other costs and expenses of Landlord resulting from such default, including attorney's fees, allowable under this Lease or at law.

18.3 Termination of Right of Possession. If the Landlord elects to terminate the Tenant's right to possession only without terminating the Lease, the Landlord may, at the Landlord's option, enter into the Premises, remove the Tenant's Property, signs, and other evidences of tenancy, and take and hold possession thereof as hereinabove provided, without such entry and possession terminating the Lease or releasing the Tenant, in whole or in part, from the Tenant's obligations to pay the Rent hereunder for the full term or from any of its other obligations under this Lease. Landlord shall have the right to relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Landlord in its sole discretion (including the right to relet the Premises as part of a larger area and the right to change the character or use made of the Premises). Provided however, in no event shall Landlord have an obligation to relet the Premises or otherwise mitigate damages. Notwithstanding an election by Landlord to terminate Tenant's right to possession, Landlord may at any time thereafter elect to terminate this Lease.

18.4 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

18.5 No Waiver. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver by Landlord of any default of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other default,

or as a waiver, acquiescence in or consent to any further or succeeding default of the same covenant. The acceptance by Landlord of any payment of Rent or other sums due hereunder after the termination by Landlord of this Lease, or of Tenant's right to possession hereunder, shall not, in the absence of agreement in writing to the contrary by Landlord, be deemed to restore this Lease or Tenant's rights hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to Landlord.

18.6 Interest. Each payment amounts owed by Tenant hereunder, other than Rent, which shall not be paid when due, shall bear interest at the rate of five percent (5%) over the prime, corporate or base rate of interest announced by JPMorgan Chase (or in the absence thereof, such other U.S. bank designated by Landlord) from time to time, but not to exceed any maximum rate of interest permitted by law ("**Interest Rate**") from the date when the same is due under the terms of this Lease until the same shall be paid.

19.0 Rights Reserved to Landlord. Without limiting any other rights reserved or available to Landlord under this Lease, at law or in equity, Landlord reserves the following rights to be exercised at Landlord's election: (i) to enter and/or inspect the Premises and to make repairs, replacements, additions or alterations to the Premises, and (ii) to show the Premises to persons having a legitimate interest in viewing the same.

19.1 Notices. All notices to, or demands upon, Landlord or Tenant desired or required to be given under any of the provisions hereof shall be in writing. Any notices or demands from Landlord to Tenant shall be deemed to have been duly and sufficiently given if delivered personally or if a copy thereof has been mailed by United States registered or certified mail.

19.2 Time of Essence. Time is of the essence of this Lease and all provisions herein relating to time of performance.

19.3 Law Applicable. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles, and the laws of the City of Warrenville.

19.4 Brokerage. Tenant represents and warrants that it has had no dealings with any broker or agent in connection with the transactions contemplated hereby and Tenant covenants to pay, hold harmless and indemnify Landlord from and against any and all costs, expenses or liability for any compensation, commissions and charges claimed by any broker or agent, with respect to the transactions contemplated hereby or the negotiation thereof.

19.5 Estoppel Certificate. Tenant shall from time to time, within five (5) days after written request by Landlord or any mortgagee holding a mortgage on the Premises, deliver to Landlord or such mortgagee an estoppel statement in writing certifying such information as Landlord may reasonably request.

19.6 Limitation of Liability. All obligations and liabilities of Landlord hereunder shall be limited to Landlord's interest in the Premises as the same may be improved, subject to all prior interests, and neither Landlord nor its beneficiaries, partners, shareholders, directors, employees or agents shall be individually or personally liable for any claim arising out of this

Lease. If owner of the Premises sells or transfers the Premises, said owner shall be freed and relieved of all liability under this Lease arising from and after the date of such sale or transfer.

19.7 Entire Agreement. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreement, oral or otherwise, between the parties not embodied herein shall be of any force and effect. All exhibits hereto are incorporated herein.

19.8 Security Deposit. As security for the performance of its obligations under this Lease, Tenant, upon execution of this Lease, shall pay to Landlord a security deposit (the “**Security Deposit**”) in the amount specified in the Basic Lease Provisions. The Landlord reserves the right to increase the amount of Security Deposit upon thirty days prior notice to the Tenant. The Security Deposit may be applied by Landlord to cure any default of Tenant under this Lease, and upon notice by Landlord of such application, Tenant shall fully replenish the Security Deposit by promptly paying to Landlord the amount so applied. Within thirty (30) days after the expiration the Lease, provided Tenant is not in default hereunder, Landlord shall return to Tenant the balance, if any, of the Security Deposit. The Security Deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Tenant under this Lease, nor shall it be a bar or defense to any action which Landlord may at any time commence against Tenant. Landlord shall not be required to segregate the Security Deposit from its general funds. Tenant shall not be entitled to any interest on the Security Deposit.

IN WITNESS WHEREOF, Landlord and Tenant have executed and entered into this Lease as of the date first above written.

TENANT:

LANDLORD:

**WARREN TAVERN
PRESERVATIONISTS, INC.**

CITY OF WARRENVILLE, ILLINOIS

By: _____
Its: _____

By: _____
David Brummel, Mayor

ATTESTED BY:

ATTESTED BY:

Exhibit A

Legal Description

THAT PART OF LOT 1 IN CITY OF WARRENVILLE HISTORICAL PARK RESUBDIVISION BEING A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 2005, AS DOCUMENT R2005-286750, (“PLAT”) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 3 OF THE PLAT OF THE TOWN OF WARRENVILLE LOCATED TO THE EAST OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID BLOCK 3 EXTENDED WESTERLY, 66.0 FEET TO THE WESTERLY LINE OF SECOND STREET, THENCE SOUTH ALONG SAID WESTERLY LINE OF SECOND STREET 105.7 FEET, THENCE N89°59’04”W 8.6 FEET FOR A POINT OF BEGINNING; THENCE N89°49’23”W 11.6 FEET; THENCE S88°16’40”W 4.8 FEET; THENCE N73°40’06”W 23.8 FEET; THENCE S89°45’22”W 36.6 FEET; THENCE S00°01’26”E 55.3 FEET; THENCE N89°58’34”E 77.2 FEET; THENCE N01°38’22”W 48.9 FEET TO THE POINT OF BEGINNING, IN THE CITY OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS;

Commonly known as 3 S. 540 Second St. Warrenville, IL 60555

PIN: 04-35-405-009 (part of)

Note: The Premises do not include the River Alley or the property at the river.

Depiction of Premises (highlighted with a yellow border on original)

