

ORDINANCE NO. 87- 3A

ORDINANCE DIRECTING LEASE OF REAL PROPERTY

WHEREAS, the Village of Chapin owns the real property described in Exhibit A, attached hereto and made a part hereof by reference, and

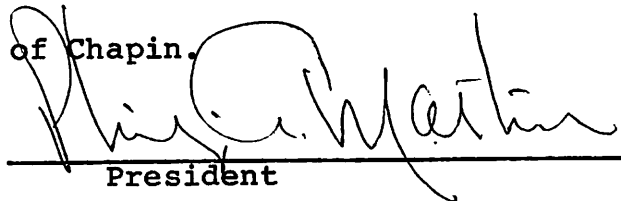
WHEREAS, the Village of Chapin is not presently using such property for any Village purpose, and

WHEREAS, use of such property by the Chapin Volunteer Fire Department, as set forth in the Lease attached hereto as Exhibit B and made a part hereof by reference, would benefit the Village of Chapin,

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHAPIN, MORGAN COUNTY, ILLINOIS:

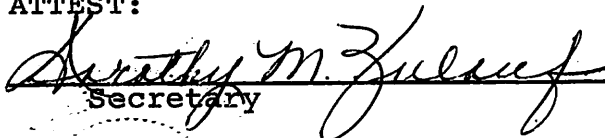
That the President and Clerk of the Village of Chapin are hereby directed to enter into the lease with the Chapin Volunteer Fire Department, attached hereto as Exhibit B.

PASSED this 2nd day of December, 1987, and published in pamphlet form by authority of the Village Board this 2nd day of December, 1987, by inclusion in the Village Ordinance Manuals maintained by the Village of Chapin.



President

ATTEST:

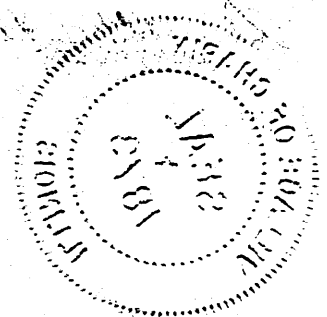


Secretary

(SEAL)

The first part of the report is devoted to a general
 description of the project and the objectives of the
 study. It is followed by a detailed account of the
 methods used in the investigation. The results of the
 study are then presented and discussed in the
 following sections. The final part of the report
 contains the conclusions and recommendations of the
 study.

The results of the study show that there is a
 significant correlation between the variables
 studied. This finding is consistent with the
 hypothesis of the study. The study also
 identified several factors that influence the
 outcome of the study.



LEASE AGREEMENT

Preamble

This lease agreement is made and entered into this 2nd day of December, 1987, at Chapin, Illinois, by and between the VILLAGE OF CHAPIN, an Illinois Municipal Corporation, hereinafter called "Lessor", and the CHAPIN VOLUNTEER FIRE DEPARTMENT, hereinafter called "Lessee".

ARTICLE 1. DEMISE, DESCRIPTION, USE, TERM AND RENT.

Section 1.01. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property, hereinafter called the "leased premises", situated in Chapin, Morgan County, Illinois, and described in Exhibit A attached hereto and made a part hereof by reference, to be used only as a firehouse and in accordance with uses normally incident thereto and for no other purpose, for the term of twenty (20) years commencing on September 1, 1987, and ending on August 31, 2007, for the minimum annual rental of \$ 1.00, payable as specified in Article 2.

ARTICLE 2. RENT

Minimum Rent

Section 2.01. Lessee shall pay Lessor at Chapin Village Hall, or at such other place as the Lessor shall designate from time to time in writing, as rent for the leased premises, the minimum annual sum of \$ 1.00, payable without prior demand and without any setoff or deduction whatsoever, except as expressly provided herein.

Effect of Default in Rent and Other Payments

Section 2.02. If Lessee defaults in the payment of any installment of rent hereunder, such installment shall bear interest at the rate of twelve percent (12%) per annum from the day it is due until actually paid. In like manner, all other obligations, benefits, and moneys which may become due to Lessor from Lessee under the terms hereof, or which are paid by Lessor because of Lessee's default hereunder, shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid, or, in the case of sums paid by Lessor because of Lessee's default hereunder, from the date such payments are made by Lessor until the date Lessor is reimbursed by Lessee therefor.

ARTICLE 3. TAXES AND ASSESSMENTS

Payment by Lessor

Section 3.01. The parties anticipate the subject property to be exempt from real estate taxes. If it is not exempt, Lessor shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this lease may be levied on or assessed against the leased premises and all interests therein and all improvements and other property thereon, whether belonging to Lessor or to Lessee, or for which either of them may become liable in relation thereto.

Hold Harmless Clause

Section 3.02. Lessor agrees to and shall protect and hold harmless Lessee and the leased premises from liability for any and all such taxes, assessments, and charges, together with any interest, penalties, or other sums thereby imposed, and from any sale or other proceeding to enforce payment thereof.

ARTICLE 4. INSURANCE

Lessor's Obligation

Section 4.01. Lessor agrees to and shall, within 180 days from the date hereof, secure from a good and responsible company or companies doing insurance business in the State of Illinois, and maintain during the entire term of this lease, the following coverage:

(a) Fire and extended coverage insurance in an amount not less than Ninety percent (90%) of the value of the leased property and other improvements on the leased premises, provided that insurance in that percentage can be obtained, and, if not, then to the highest percentage that can be obtained less than the said Ninety percent (90%).

(b) Public liability insurance in the minimum amount of \$ 10,000 for loss from an accident resulting in bodily injury to or death of persons, and \$ 10,000 for loss from an accident resulting in damage to or destruction of property.

Additional Insureds

Section 4.02. Lessor and Lessee agree that the other shall be named as an additional insured on the aforementioned policies of insurance.

Proceeds

Section 4.03. Proceeds from any fire or casualty policy or policies shall be payable to Lessee, who shall use such proceeds to make repairs as provided below.

Fire and Casualty Damage

Section 4.04. If the building or other improvements on the leased premises should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

Total Destruction

(a) If the building on the leased premises should be totally destroyed by fire, flood, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, at Lessee's option, this lease shall terminate and rent shall be abated for the unexpired portion of this lease, effective as of the date of said written notification.

Partial Damage

(b) If the building or other improvements on the leased premises should be damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this lease shall not terminate, but Lessee shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at its sole cost and risk proceed forthwith to rebuild or repair such building and other improvements to substantially the same condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessee shall not be required to, but may, rebuild or repair such damage. If the building and other improvements are to be rebuilt or repaired and are

untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably.

ARTICLE 5. UTILITIES.

Lessee's Obligation

Section 5.01. Lessor shall during the term hereof pay all charges for telephone, gas, electricity, sewage, and water used in or on the leased premises immediately on becoming due and shall hold Lessee harmless from any liability therefor.

ARTICLE 6. WASTE AND NUISANCE.

Section 6.01. Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

ARTICLE 7. REPAIRS.

Lessor's and Lessee's Duties to Repair

Section 7.01. Lessor shall maintain the leased premises in condition fit for their intended use and shall make all necessary repairs, except that Lessee shall make all repairs of the leased premises occasioned by Lessee's negligent use of the leased premises, and except as Lessor and Lessee may have expressly agreed otherwise in this lease, as part of the consideration, for one or the other to undertake specifically described types of repairs or maintenance.

Lessor's Duty

Section 7.02. More specifically, Lessor shall repair and maintain the leased premises so that the premises will have:

(a) Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.

(b) Plumbing facilities that conform to applicable law in effect at the time of installation, maintained in good working order.

(c) A water supply approved under applicable law which is a system under the control of Lessor, producing hot and cold running water, furnished to appropriate fixtures and connected to a sewage disposal system under applicable law.

(d) Heating facilities which conform with applicable law at the time of installation, maintained in good working order.

(e) Electrical lighting, with wiring and electrical equipment which conform with applicable law at the time of installation, maintained in good working order.

(f) Building, grounds, and appurtenances at the time of the commencement of the lease in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin, and all areas under control of Lessor thereafter kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin.

(g) Floors, stairways, and railings maintained in good repair.

Lessee's Duties Correlative to Lessor's Obligations

Section 7.03. However, no duty on the part of the Lessor shall arise with respect to maintenance or repairs under Sections 7.01 and 7.02 of this lease if Lessee is in substantial violation of any one or more of the following affirmative obligations:

(a) To keep that portion of the leased premises which Lessee occupies and uses as clean and sanitary as the condition of the premises permits.

(b) To dispose from the leased premises all rubbish, garbage, and other waste, in a clean and sanitary manner.

(c) To use and operate properly all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits.

(d) Not to permit any person on the premises with Lessee's permission willfully or wantonly to destroy, deface, damage, impair, or remove any part of the leased premises or the facilities, equipment, or appurtenances thereto.

ARTICLE 8. ALTERATIONS, IMPROVEMENTS, AND FIXTURES

Fixtures

Section 8.01. Lessee shall have the right at any time and from time to time during the term and any extended term hereof at its sole cost and expense, to affix and install such property and equipment to, in, or on the leased premises as it shall in its sole discretion deem advisable. Any such fixtures, equipment, and other property installed in or affixed to or on the leased premises shall remain the property of Lessee, and Lessor agrees that Lessee shall have the right at any time, and from time to time, to remove any and all such fixtures, equipment, and other property including, without limitation, counters, shelving, showcases, provided, however, that any such fixtures, equipment, or property not removed from the premises upon termination of the term hereof shall be deemed to have been abandoned by Lessee and shall thereupon become the absolute property of Lessor without compensation to Lessee.

ARTICLE 9. QUIET POSSESSION.

Covenant of Quiet Possession

Section 9.01. Lessor shall, on the commencement date of the term of this lease as hereinabove set forth, place Lessee in quiet possession of the leased premises and shall secure him in the quiet possession thereof against all persons claiming the same during the entire lease term and each extension thereof.

ARTICLE 10. TERMINATION

Section 10.01. This lease shall terminate on, and Lessee must quit the premises by, August 31, 2007. Lessee shall have no right to extend this lease beyond the initial term.

ARTICLE 11. DEFAULTS AND REMEDIES.

Default by Lessee

Section 11.01. If Lessee shall allow the rent to be in arrears more than thirty (30) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of thirty (30) days after written notice from Lessor, or should any person other than Lessee secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, Lessor may at its option, without notice to Lessee, terminate this lease. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this lease, or any renewal thereof, plus the expense of reletting, then Lessee shall pay the amount of such deficiency to Lessor.

Lessor's Lien

Section 11.02. It is expressly agreed that in the event of default by Lessee hereunder, Lessor shall have a lien upon all goods, chattels, or personal property of any description belong to Lessee which are placed in, or become a part of, the leased premises, as security for rent due and to become due for the remainder of the current lease term, which lien shall not be in lieu of or in any way affect any statutory Lessor's lien given by law, but shall be cumulative thereto; and Lessee hereby grants to Lessor a security interest in all such personal property placed in said leased premises for such purposes. In the event Lessor exercises the option to terminate the leasehold, and to reenter and relet the premises as provided in the preceding paragraph, then Lessor may take possession of all of Lessee's property on the premises and sell the same at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, or for such prices and terms as Lessor deems best, with or without having the property present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any rent due or to become due under this lease, with the balance, if any, to be paid to Lessee.

Cumulative Rights and Remedies

Section 11.03. All rights and remedies of Lessor under this lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

Default by Lessor

Section 11.04. If Lessor defaults in the performance of any term, covenant, or condition required to be performed by it under this agreement, Lessee may elect either one of the following:

(a) After not less than thirty (30) days' notice to Lessor, Lessee may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel; all reasonable sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand, and on failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct the costs and expenses thereof from rent subsequently becoming due hereunder; or

(b) Elect to terminate this agreement on giving at least thirty (30) days' notice to Lessor of such intention, thereby terminating this agreement on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the thirty-day period.

ARTICLE 12. INSPECTION BY LESSOR.

Section 12.01. Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspection of the same or for the purpose of maintaining or making repairs or alterations to the building.

ARTICLE 13. ASSIGNMENT AND SUBLEASE.

Section 13.01. Lessee shall not assign this lease nor sublet all or any portion of the leased premises without the prior written consent of Lessor. Lessor shall not be required to consent to such assignment or sublease under any circumstances.

ARTICLE 14. MISCELLANEOUS.

Notices and Addresses

Section 14.01. All notices provided to be given under this agreement shall be given by regular mail, addressed to the proper party, at the following addresses:

Lessor:

Village Clerk
Chapin Village Hall
Chapin, Illinois 62628

Lessee:

Chief, Chapin Volunteer Fire Department
Chapin, Illinois 62628

Parties Bound

Section 14.02. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

Applicable Law

Section 14.03. This agreement shall be construed under and in accordance with the laws of the State of Illinois.

Legal Construction

Section 14.04. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Sole Agreement of the Parties

Section 14.05. This lease constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.

Amendment

Section 14.06. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Rights and Remedies Cumulative

Section 14.07. The rights and remedies provided by this lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Waiver of Default

Section 14.08. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

Attorney's Fees

Section 14.09. In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

Excuse

Section 14.10. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Time of Essence

Section 14.11. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

VILLAGE OF CHAPIN, an Illinois
Municipal Corporation

BY:

Richard Martin
Its President

ATTEST:

Nancy M. Zulaw
Its Secretary

CHAPIN VOLUNTEER FIRE DEPARTMENT

BY:

Charles A. Lee
Its _____

ATTEST:

Its _____