OGLE COUNTY BOARD RESOLUTION 2009-0314

A Resolution to Recommend the Ogle County Board to approve Time Line #1 and Authorize the Sheriff to Execute a Lease Agreement with Old Sandstone, LLC

WHEREAS, the County is in the process of renovating the old courthouse building in Oregon and;

WHEREAS, the County requires temporary office space for those employees and officials who will be unable to occupy their offices in the old courthouse building during the renovation and;

WHEREAS, adequate space exists for the County's purposes in the commercial building located at 122 S. Wesley Avenue, Mt. Morris, Illinois and;

WHEREAS, the building at 122 S. Wesley Avenue is owned by Old Sandstone, LLC and;

WHEREAS, the Sheriff has bargained with Old Sandstone, LLC to rent the first three floors of the building at 122 S. Wesley Avenue on terms acceptable to the County and;

WHEREAS, the County Board has reviewed a proposed Lease Agreement which was approved at the December 19, 2008 Ogle County Board Meeting for the above-described space and found it acceptable, and a copy of said Lease Agreement is attached to this Resolution and made a part hereof.

NOW THEREFORE, BE IT RESOLVED, that the Ogle County Board move forward with Time Line #1 as prepared by Holabird & Root and the signing of Watt Lease on April 1, 2009, and bids to be approved at the May 19, 2009, Ogle County Board Meeting.

Adopted: March 17, 2009

Attest:

Rebecca Huntley

Rebecca Huntley, County Clerk

W. Ed Rice

W. Ed Rice, Chairman

OGLE COUNTY CLERK * OGLE COUNTY, ILLINOIS *

COMMERCIAL PROPERTY

SPACE LEASE

LEASE made this 1 day of ~~March~~ April, 2009 between:

LESSOR: Old Sandstone, LLC
1000 W. Washington Street
Oregon, IL 61061

and

LESSEE: County of Ogle
c/o Sheriff Gregory Beitel
103 Jefferson Street
Oregon, IL 61061

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. LEASED SPACE. LESSOR leases to LESSEE and LESSEE takes as tenant from LESSOR the space identified as the 1st, 2nd, and 3rd floors in the commercial building located at 122 S. Wesley, Mt. Morris, Illinois. LESSOR retains the use of the 4th floor of the building and access thereto for his own use or the use of an additional tenant. In the event that the 4th floor shall be leased to an additional tenant, said tenant shall be approved by LESSEE and LESSEE shall not unreasonably withhold approval of an additional tenant. LESSOR shall make the necessary provisions to prevent the 4th floor tenant from having access to space rented by LESSEE. LESSEE has examined the leased space and accepts the same in its present condition and state of repair. No representations as to the condition or repair of the leased space have been made by the LESSOR prior to or at the time of execution of this lease.

2. SPACE USE. The space described above is leased for use as County offices. LESSEE shall not use the leased space for any other purpose and shall limit the business conducted thereon to such activities which would be considered by the LESSOR to be included with the stated use. LESSEE shall not place any items outside of the leased space within the building nor place any projection on the exterior of the building except for signage as hereinafter provided. LESSEE will take good care of the leased space and shall keep same free from waste at all times. All windows shall be displayed and maintained in neat and attractive condition. The LESSEE shall not cause, or permit to be caused, by negligence, omission, or otherwise, any violation of any Federal, State, County or Municipal law, order, rule or regulation.

3. TERM. This lease shall be for a term of 12 months beginning the 1st day of April, 2009 and terminating the 31st day of March, 2010. Any extensions or renewals hereof must be in writing and signed by the parties not less than sixty (60) days prior to the termination of this lease and failure to execute an extension or renewal by said date shall be constructive notice to both parties of the lease termination at the end of the term hereof. Notwithstanding the above, the LESSOR expressly agrees that, upon written notice from LESSEE received at least 60 days prior to the termination of the term of this lease, LESSEE shall be allowed to remain in possession of the leased space as a tenant from month-to-month under the same conditions and at the same rent provided in this lease. Such month-to-month tenancy shall not exceed 6 months duration without the written agreement of the LESSOR, but such written agreement shall not be required to create the month-to-month tenancy provided for in the preceding sentence. However, to extend each month-to-month tenancy, the LESSEE shall notify LESSOR in writing at least 10 days prior to the beginning of each month's tenancy, excepting the first month.

4. RENT AND SECURITY DEPOSIT. LESSEE shall pay to the LESSOR rent for the leased space of $5,800.00 per month in advance on the 1st day of each month throughout the term of this lease, including any month-to-month tenancy as described in paragraph 3 hereof. Rent shall be payable at the office of the LESSOR or at such other place as the LESSOR may designate in writing. In the event any rental is not received within ten (10) days after its due date for any reason whatsoever, LESSEE agrees to pay a late charge of (5%) of the monthly rental, plus $5.00 per day after the grace period. Late penalties shall be doubled for any rent paid fifteen (15) or more days after the grace period.

LESSEE shall pay to the LESSOR on or before execution of this lease the sum of $5,000.00 as a security deposit, securing the LESSEE's faithful performance of and compliance with all terms and conditions of this lease. LESSOR need not segregate this deposit from LESSOR's other funds nor will any interest be paid on the deposit. The deposit shall not be deemed an advance rental payment or a measure of LESSOR's damages. LESSOR shall return the unused portion of the deposit, if any, to the LESSEE within thirty (30) days after the LESSEE has vacated the leased space, returned all keys to the LESSOR and complied with all other terms of this lease.

5. MAINTENANCE AND REPAIRS. LESSEE shall keep the foundation, exterior walls, exterior doors, door closure devices and other exterior openings, common areas, heating, air conditioning, plumbing, signs and other building utilities in good repair. LESSOR shall keep the roof of the building in good repair. LESSEE shall be required to make any repairs occasioned by the act or negligence of the LESSEE, its agents, employees or invitees. LESSEE shall give immediate notice of any repairs required to be made by the LESSOR and LESSOR shall not be responsible for failure to make such repairs until a reasonable time after receipt of such notice.

LESSEE shall keep the leased space in good, clean and habitable condition and at LESSEE's sole cost and expense, pay all decorating cost for the leased space and maintain and/or replace all carpeting in the leased space. LESSEE shall keep the leased space free of insects, rodents and other

pests.

LESSEE shall make no permanent alterations to the leased space without the prior written consent of LESSOR. Any such permitted alterations or improvements shall become the property of the LESSOR, unless otherwise agreed in writing. LESSEE may remove any fixtures which it installs in the leased space providing same can be removed without significant damage to the leased space, otherwise such fixtures shall become the property of the LESSOR. All permitted alterations shall be constructed in a workmanlike manner, in compliance with LESSOR's requirements and in such manner as to cause a minimum of interference with other tenants. LESSEE shall not permit or suffer any liens to be filed or claimed on the property. LESSEE shall be responsible for all expenses necessary to prepare the building for its use.

LESSOR agrees that LESSEE shall be permitted to install an antenna on the roof of the building which may be removed at the termination of this Lease. LESSEE agrees that the installation of this antenna shall be done in a workmanlike manner and shall not cause any permanent damage to the building.

LESSEE shall be responsible for all lawn care and snow removal related to the building.

Replacement of all light bulbs shall be LESSEE's cost and responsibility.

6. UTILITIES. LESSEE shall pay all utility charges related to the entire building including, but not limited to, ADT Security System, electricity, natural gas, telephone, internet, water & sewer, and trash pick up. However, in the event that the 4th floor is leased by LESSOR to an additional tenant other than the County of Ogle, LESSEE shall not be responsible for the portion of the utilities used by the 4th floor tenant. Said utilities shall be prorated in a fashion agreed upon by all parties involved.

7. INSURANCE.

A. LESSEE shall insure all contents of the leased space against loss or damage by any casualty.

B. LESSEE shall also purchase public liability insurance providing a minimum liability of not less than Five Hundred Thousand Dollars ($500,000) for bodily injury to one person, One Million Dollars ($1,000,000) for bodily injury to any group of persons as a result of any one accident, and One Hundred Thousand Dollars ($100,000) for property damage. All such policies shall name the LESSOR as an additional insured, with a provision that no policy may be cancelled or amended without a minimum of ten (10) days prior written notice to the LESSOR. Certificates of all policies shall be delivered to the LESSOR prior to the commencement date of this lease.

C. LESSEE shall not occupy or use the leased space, or permit it to be used or occupied, for any purpose that would increase the building insurance cost for the LESSOR over normal rates.

8. HAZARDOUS SUBSTANCES. LESSEE shall be responsible for cleanup, remediation

and all liability for contamination of the real estate by hazardous substances in the possession of LESSEE, its agents, employees or invitees.

9. SUBLEASE. LESSEE shall not assign this lease nor sublet the leased space, or any portion thereof or permit others to occupy the leased space without LESSOR's prior written consent.

10. SIGNS. LESSEE may install and maintain exterior and interior signage identifying the LESSEE and its departments. All signage shall be of a style, size, color and arrangement consistent with the architectural character of the building and installed only after the prior written consent of the LESSOR.

11. LESSOR'S ENTRY FOR INSPECTION AND REPAIR. The LESSOR, its employees and agents shall have the right at all reasonable times to enter upon the leased space for the purpose of examining, inspecting, repairing or showing the same to prospective tenants or purchasers. Such inspections shall not unreasonably interfere with LESSEE's use. Except in cases of emergency, LESSOR shall not enter onto the leased space for these purposes without the presence of a County representative.

12. CASUALTY DAMAGE TO LEASED SPACE. In the event the leased space is damaged by casualty, the LESSOR, except as provided below, shall repair and restore the leased space in a timely manner. If the leased space is not reasonably available for LESSEE's use for more than thirty (30) days, rental shall abate for the period the leased space is untenantable for LESSEE's business purpose, but rental shall not abate for any periods the leased space is untenantable for less than thirty (30) days.

If LESSOR is required to either repair or restore the damaged leased space, the LESSOR shall pursue the necessary work with all reasonable diligence in a workmanlike manner. LESSOR shall not be liable for any delays or interruptions occasioned by strikes, casualties, material shortages, government regulations, weather, or by any other cause beyond LESSOR's control.

In the event of a total or partial destruction of the leased space so as to render the property unfit for its intended use, LESSOR may, at its option, rebuild or reconstruct the facilities and this lease shall continue in effect, if such rebuilding and reconstruction can be completed within three months. If LESSOR elects not to reconstruct or if the reconstruction cannot be accomplished within three months, either party may terminate this lease by written notice to the other party.

13. INDEMNIFICATION. LESSEE shall indemnify the LESSOR against all liability whatsoever, including expenses incurred in connection therewith, from injury to person or property arising out of or in connection with the use and occupancy of the leased space by the LESSEE, its agents, employees or invitees. Should any action be commenced in which the LESSOR is made a party due to the acts of the LESSEE, its agents, employees or invitees, LESSEE shall pay, on demand, LESSOR's attorney's fees and costs together with any other damages or awards resulting from such action.

14. DELIVERY OF PREMISES. LESSEE shall deliver the leased space to the LESSOR at

the end or termination of the lease term, without further demand or notice, and in as good order and repair as it is at the time of commencement of the lease, allowing only for reasonable wear and tear.

15. DEFAULT AND TERMINATION. If the LESSEE fails to comply with any term, provision or covenant of this lease, or should the LESSEE cause or suffer any of the following conditions, the LESSEE shall be deemed to be in default under the terms of this lease: Abandonment of leased space; LESSEE's bankruptcy or an assignment for benefit of its creditors; Upon the occurrence of any such default, LESSOR shall have the option to: (1) take any one or more of the actions permissible at law to enforce LESSEE's covenants and obligations under this lease; (2) enter upon and take possession of the leased space and continue to demand from the LESSEE all monies which are due and unpaid; or (3) may terminate this lease by written ten (10) day notice to the LESSEE and the LESSEE shall immediately surrender the leased space to the LESSOR. In addition to any amounts due LESSOR at the time of default, LESSEE agrees to pay LESSOR, on demand, the amount of all loss and damage which the LESSOR may suffer by reason of any such default, including but not limited to attorney's fees, court costs and lost rent.

16. LANDLORD'S LIEN. In addition to the statutory Landlord's lien, LESSOR shall have, at all times, a valid security interest upon all the goods, equipment, fixtures, furniture, improvements and inventory and security deposit of the LESSEE to secure payment of any damages or loss which the LESSOR may suffer by reason of the breach of any covenant, agreement or condition by the LESSEE.

Any personal property not removed from the leased space by expiration or termination date of this lease shall be deemed abandoned by LESSEE and may be disposed of by LESSOR in any manner whatsoever except, LESSOR may require LESSEE to remove same, at LESSOR's sole discretion.

17. SUBORDINATION. LESSOR reserves the right to maintain any existing mortgage or security interest in the building containing the leased space and to make other mortgages and grant additional security interests. Whenever, as may be required by LESSOR, LESSEE shall execute and deliver such instruments in writing as may be required to subordinate its leasehold interest to any such mortgage liens or security interests.

18. NOTICES. Whenever any notice is required, it shall be in writing and shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties as shown in the opening paragraph of this lease. Such notice shall also be deemed delivered to LESSEE when delivered by hand to LESSEE, its employee or agent or posted to the door of the leased space.

19. GENERAL PROVISIONS. This lease agreement shall be binding upon the heirs, executors, successors and assigns of the parties. The invalidity or unenforceability of any provision of this lease shall not impair any other provision. Any necessary grammatical changes required to make the provisions of this lease apply and the plural as to corporations, associations, partnerships, individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

Laws of the State of Illinois shall govern this lease. The headings of sections are for convenience only and do not limit the content of such provision. Persons executing this lease on behalf of the LESSEE represent and certify they are fully empowered to do so. Waiver of any covenant, term or condition of this lease by any party shall not be construed as a waiver of a subsequent breach of the covenant. Consent or approval by either party to or of any act by the other party requiring such consent or approval, shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act.

IN WITNESS WHEREOF, the parties have executed this lease at Oregon, Illinois on the day and year first above written.

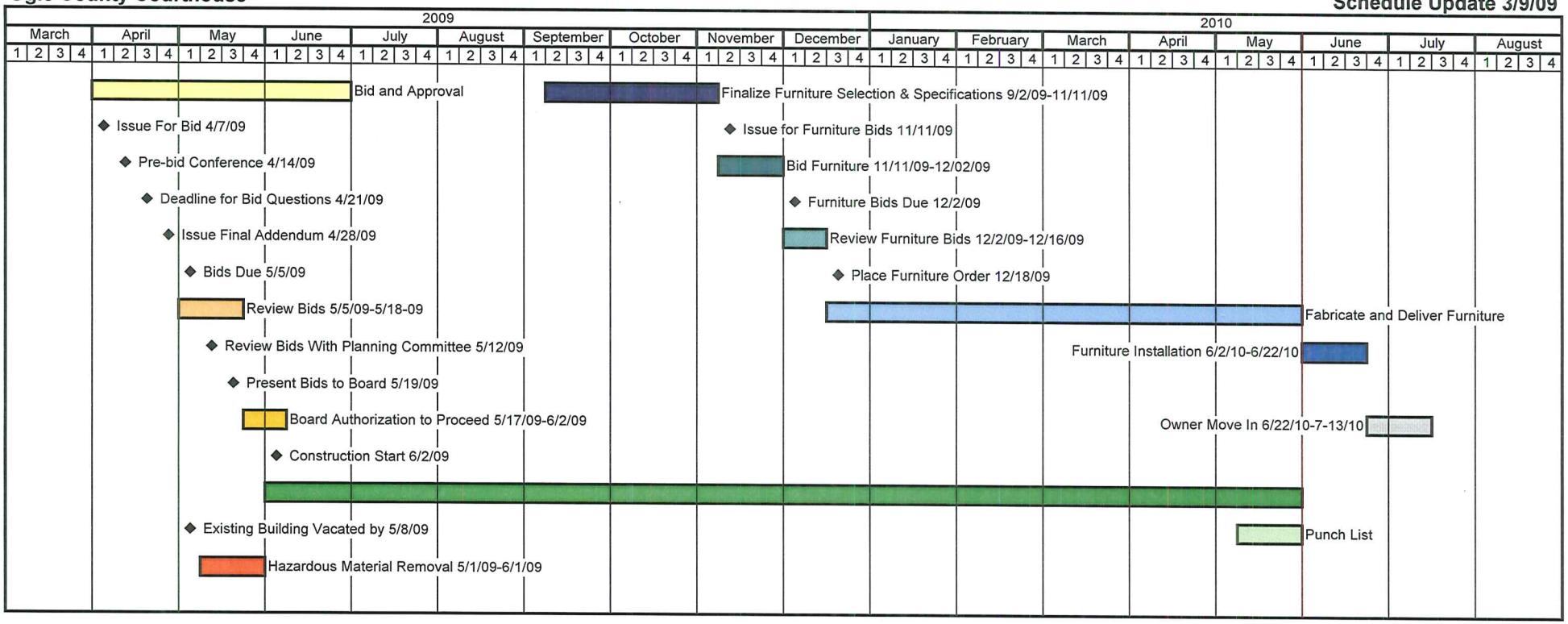
LESSOR:	LESSEE:
OLD SANDSTONE, LLC	COUNTY OF OGLE
By: Robert Brill Robert Brill, Sole Member	By: W. Ed Rice Chairman

PREPARED BY:
Eric D. Morrow
SMITH HAHN MORROW & FLOSKI, P.C.
P.O. Box 10
Oregon, IL 61061
815/732-6124

Timeline I- Establish Lease Agreement Prior to Bid Approval

Ogle County Courthouse

Schedule Update 3/9/09



Ogle County, IL

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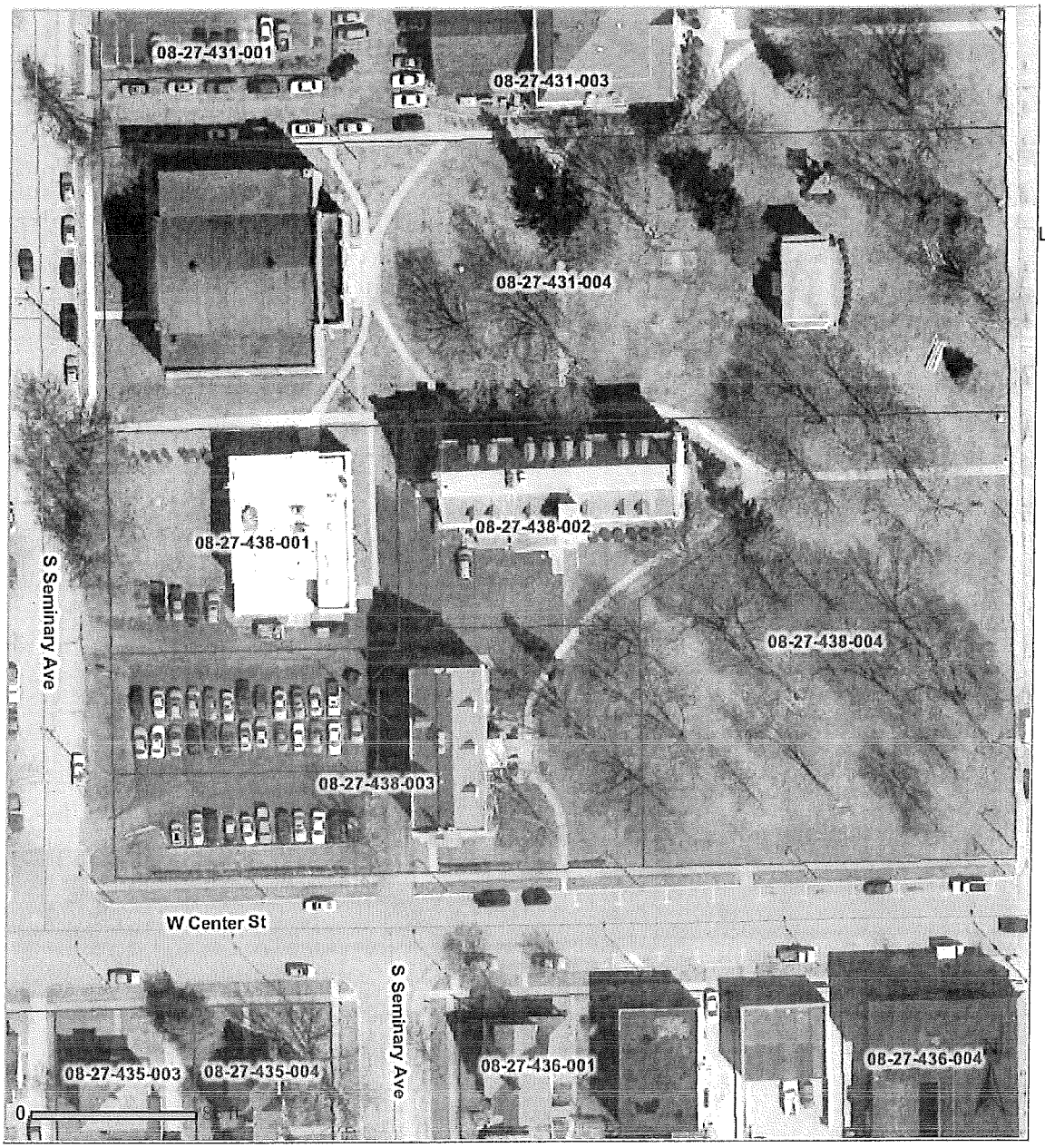
Date Created: 3/30/2009
Map Scale: 1 in = 86 ft



Overview

Legend

- Parcels
- Roads
- Townships
- Corporate Limits

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