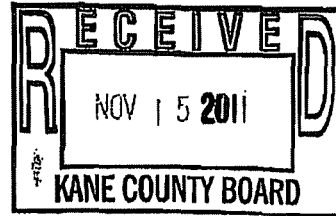


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Kane County Lease (Elgin Office Space)

Submitted By: Jeffery R. Jefko, Sr.

Date Submitted: November 15, 2011

Examined By: Joseph Lyves
(Print Name)

[Signature]
(Signature)

12-7-11
(Date)

Post on Web: Yes No Atty Initials [Initials]

Comments: Attached to the Vet Sheet is the Lease agreement for the Elgin Field Office and the Resolution # 11-300 authorizing the County Board Chairman to execute the lease agreement between Kane County and 105 Grove, LLC.. The Lease was put together by the SAO Civil Division.

Chairman Signed: Yes No Date: 12/7/11

Document Returned To: _____

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 11 - 300

**ELGIN OFFICE LEASE
(KANE COUNTY COURT SERVICES)**

WHEREAS, Kane County Court Services wishes to enter a lease agreement with 105 Grove, LLC for rental space for Elgin Field Office for a period of five (5) years beginning December 1, 2011 through November 30, 2016; and

WHEREAS, monthly rent for the office space at 107 to 113 S. Grove, Elgin, Illinois will begin at Four Thousand Three Hundred dollars (\$4,300.00) per month on December 1, 2011 increased by 3% to Four Thousand Four Hundred Twenty Nine Dollars (\$4,429.00) per month on December 1, 2012, increased by 3% to Four Thousand Five Hundred Sixty One Dollars and Eighty Seven Cents (\$4,561.87 per month on December 1, 2013, increased by 3% to Four Thousand Six Hundred Ninety Eight Dollars and Seventy Cents (\$4,698.73) on December 1, 2014, and increased 3% to Four Thousand Eight Hundred Thirty Nine Dollars and Sixty Nine Cents (\$4,839.69) per month on December 1, 2015; and

WHEREAS, Kane County Court Services is currently paying \$4,353.00 per month for 6,000 square feet (\$8.70 per square foot) and the new space would be \$4,300.00 per month for 6,000 square feet (\$8.60 per square foot); and

WHEREAS, the landlord has agreed to absorb the cost of the needed build out at a cost of approximately ~~\$50,000; and~~

WHEREAS, monies to cover the 2012 rental amount have been budgeted in Adult Court Services Fund 001, Department 430, Sub-Department 431, Account 52180 (Building Space Rental) pending final approval of the FY2012 Budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is authorized to execute the necessary documents to effectuate the lease between Kane County and 105 Grove, LLC.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
001-430-431-52180	Building Rental Space	Pending 2012 Budget Approval	Yes-Pending 2012 Budget Approval	N/A

COMMERCIAL PROPERTY LEASE

Landlord: 105 Grove, LLC.

Tenant: County of Kane

Premises: 107-113 S. Grove, Elgin, IL 60120, located within 107-115 S. Grove, Elgin, IL 60120 (the "Building")

In consideration of the mutual covenants and agreements herein stated, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, together with the appurtenances thereto, under the terms set forth in this Commercial Property Lease ("Lease").

1. Term:

- a. The Premises is leased for a term of 60 months, to commence on December 1, 2011, and to continue until November 30, 2016.
- b. Landlord covenants and warrants that at the time of the signing of this Lease and at the time of delivery of possession the Premises are in compliance with the housing regulations of the City of Elgin, in a clean, safe, and sanitary condition and repair, free from rodents and vermin, mold, and in compliance with all other applicable laws and regulations of the City of Elgin, County of Kane, and State of Illinois relating to health and safety.
- c. Landlord further covenants that at the time of the signing of this Lease, it holds title to the Premises, that it is not a defendant in any mortgage foreclosure action involving the Premises, and is not a petitioner in any bankruptcy proceeding.
- d. Tenant shall have full beneficial access to the Premises upon execution of this Commercial Property Lease ("Lease"), in order for Tenant to install and set up its fixtures, furniture, and equipment.

- e. Landlord will make improvements, as specified on the attached office layout and buildout specifications (Attachment A), to the reasonable satisfaction of Tenant, and pass any necessary inspections and receive an occupancy permit for the Premises, by November 1, 2011. Unless on or before October 15, 2011, Landlord has obtained a building permit and improvements substantially as shown on Attachment A of this Lease, then Tenant is entitled, at its option, to terminate this Lease on giving Landlord written notice to that effect, by November 1, 2011.
- f. Landlord grants Tenant the option of four (4) one-year renewals after November 30, 2016 based upon Kane County Board approval each successive year with the rental rate continuing at a 3% annual increase over the rent for 2016. Tenant shall request the extension by written notice delivered to Landlord 90 days prior to the end of the lease term or any extension thereof.

2. Rental Rate:

- a. The gross Rent is \$4300/month for the first year, with a 3% increase per year, added to the previous year's rent.
- b. Rent is due and payable on the 1st of each month; there is a \$25 penalty after the 10th of the month.
- c. The Rent of the Premises shall include occupancy of Premises, water for Building's standard fixtures, heat, air conditioning, and electricity during reasonable working hours, as well as garbage and refuse service.

- d. Landlord shall provide janitorial services for the hallways, entryways, bathrooms, and other common areas in the Building, as well as lawn care and snow removal for all exterior common areas of Building, at Landlord's expense. Tenant shall provide janitorial services for the interior of the Premises.

- e. Landlord is solely responsible for payment of all real estate taxes and other fees on the Building and/or Premises, to any and all government agencies.

- f. Landlord will keep the Building and Premises in good working order and repair, and is responsible for, and shall make, all necessary repairs to the Premises, at no extra cost to Tenant, except where the repair has been made necessary by misuse or neglect by Tenant or Tenant's agents, servants, visitors, or licensors, normal wear and tear excepted.

- g. In the event Landlord shall fail to make the repairs it is required to make or provide the services it is required to provide, either pursuant to the terms of this article or of any other provisions of the Lease, after having been duly notified in writing and given reasonable time (48 hours to respond) in which to make such repairs and/or replacements, the Tenant shall have the right to make such repairs or provide such services and to deduct the cost thereof and expenses incurred in connection therewith from future accruing rents hereunder, or may otherwise recover the same from Landlord. If Landlord fails to make repairs as required by this Lease within a reasonable time, upon written notice to Tenant's agent, the Tenant may elect to terminate this Lease.

3. Use:

- a. Tenant shall use and occupy the Premises as an OFFICE used for Probation Services including, but not limited to, appointments, group therapy sessions, and biological specimen collection. Landlord represents that the Premises may be lawfully used for such purpose.

- b. Landlord agrees to furnish electricity for the usual office requirements, with the understanding that Tenant intends to set up office and equipment for approximately 20 employees within Premises. Landlord warrants that Premises has sufficient electrical capacity for this use. Tenant will not use any electrical equipment which in Landlord's reasonable opinion will overload the wiring installations or interfere with the reasonable use of such installations by Landlord or other tenants in the Building.

- c. During the term of this Lease, Tenant will allow Landlord access to the Premises, with 24 hour notice and prior approval or escort in order to maintain security requirements, for the purpose of examining or exhibiting the same, or to make any needed repairs or alterations thereof which Landlord may see fit to make. In a bona fide emergency, Landlord, his agent, or authorized representative may enter the Premises at any time with immediate notice to Tenant, for the purpose of making corrections or repairs to alleviate such emergency.

4. Care and Alterations:

- a. Except as provided herein, Tenant shall not, without first obtaining the written consent of the Landlord, make any permanent or structural alterations, additions or improvements in, to, or about the Premises. Tenant may make non-permanent, non-structural improvements to the Premises, in an amount less than \$5,000.00, without first obtaining written consent of the Landlord.

- b. Tenant shall not do or suffer anything to be done to the Premises which will cause an increase in the rate of fire insurance on the Building.

- c. Tenant shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal government of any of their departments. All improvements made by Tenant to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of Landlord upon installation.

- d. Tenant shall not permit the accumulation of waste or refuse matter on the leased Premises or anywhere in or near the Building.
- e. Tenant shall not, without first obtaining the written consent of the Landlord, abandon the Premises, or allow Premises to become vacant or deserted.
- f. Tenant shall not, without obtaining the written consent of the Landlord, assign, mortgage, pledge, or encumber this Lease, in whole, or in part, or sublet the Premises or any part of the Premises.
- g. Tenant shall observe and comply with such reasonable rules and regulations as may be established from time to time by Landlord, provided the rules do not interfere with the Tenant's current use of the Premises.
- h. Not later than the last day of the term Tenant shall, at Tenant's expense, remove all of Tenant's personal property and those improvements made by Tenant which have not become the property of the Landlord, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Tenant or Tenant's agents, servants, visitors, servants or licensees, excepted. All property of the Tenant remaining in the Building after the last day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal. Landlord may have any such property stored at Tenant's risk and expense.

5. Fire and Casualty: Condemnation:

- a. If the Building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed 60% of the replacement value of the Building, as measured just prior to the occurrence of the damage, or materially affects Tenant's use, then Landlord may, no later than the seventh day following the damage, give Tenant a notice of election to terminate the lease. In the event of such election, this Lease shall be deemed to terminate as of the date of the damage or destruction, and the Tenant shall surrender the Premises within a reasonable time thereafter, and any pre-paid rent shall be refunded proportionally. If the Landlord chooses to repair the Premises or Building rather than terminate the Lease, the Landlord will be responsible for making such timely repairs. If the Building is damaged by fire or any other cause in a manner which materially affects the Tenant's use, the Tenant shall also have the right to terminate this Lease, upon seven days' written notice to the Landlord. Upon such notice, any pre-paid rent shall be refunded proportionally to Tenant, or any rent owed shall be assessed proportionally as to the last date of Tenant's occupancy of the Premises.

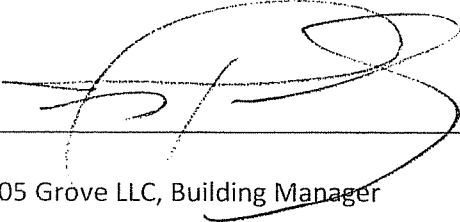
- b. If the Premises or any part of the Premises, or any part of the Building materially affecting Tenant's use of the Premises, be taken by eminent domain, this Lease shall terminate on the date when the title vests pursuant to such taking . The rent shall be apportioned as of the termination date and any rent paid for any period beyond such date shall be repaid to Tenant.

6. Subordination:

This Lease shall be subject and subordinate to all underlying leases and to mortgages which may now or hereafter affect such leases or the real property of which the Premises form a part, and also all renewals, modifications, consolidations, and replacements of the underlying leases and mortgages. Tenant agrees to execute such estoppel letters or other documents required to confirm the same.

7. Insurance:

Tenant shall at all times maintain public liability insurance with a minimum \$300,000.00 bodily injury liability. Tenant shall provide proof of this coverage to Landlord. Landlord shall also maintain liability insurance with a minimum of \$1,000,000.00 bodily injury liability. Landlord shall provide proof of the coverage to the Tenant and Tenant shall be named as additional insured.



105 Grove LLC, Building Manager

10-27-11

Date



Kane County Board

12-7-2011

Date