

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: Office Lease
1750 Grandstand Place, Elgin, IL

Submitted by: Paul Kuehnert, Health Department

Date Submitted: 10/24/2011

Examined by: KC Simpson
(Print name)

[Signature]
(Signature)

10-27-2011
(Date)

Post on Web: Yes No Atty. Initials KCS

Resolution
to
approve??

Comments: Document is time sensitive. Multi-year renewal
lease for Kane County Health Department in order to
serve residents in the northern part of Kane County in
a more timely and cost efficient manner.

Chairman signed: Yes No _____
(Date)

Document returned to: _____



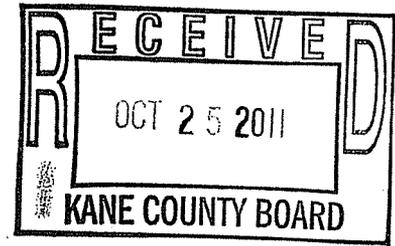
**Kane County
Health Department**

Paul Kuehnert, MS, RN
Executive Director

Public Health Center
1240 N. Highland Avenue
Aurora, Illinois 60506
630.208.3801

www.kanehealth.com

Public Health Center
113 S. Grove Avenue
Elgin, Illinois 60120
847.608.2850



MEMO

TO: Jane Tallitsch
FROM: Bev Lopez
DATE: October 24, 2011
SUBJECT: Documents needing legal evaluation
TITLE: Office Lease – Burnidge Properties, Ltd.
CONTACT: Paul Kuehnert X43021

- REVIEW AND COMMENT ONLY
- Contract/Grant/Agreement requiring Karen McConnaughay's signature.
- Need returned to Health Dept as soon as possible. Time Sensitive.

PLEASE RETURN TO BEV LOPEZ
K C Health Dept.
1240 N. Highland Ave., Ste. 26
Aurora

BURNIDGE PROPERTIES, LTD.

1750 Grandstand Place
Elgin, IL 60123

Telephone 847-741-5950
Fax 847-741-5971

October 19, 2011

Kane County Health Department
Attn: Barbara Jeffers
1240 N. Highland Ave. Suite 26
Aurora, IL 60606

Re: Office Lease, 1750 Grandstand Place, #2, Elgin, IL 60123

Dear Barbara,

Enclosed are 2 copies of the multi year lease for the above office. The terms of the lease are written as indicated in the "Option to Renew" paragraph of the existing 1 year lease to expire December 31, 2011.

Please note paragraph #2. We will be determining the estimated monthly real estate tax payment for the 2012 taxes in December when we do the budget for the building. You will be notified when this calculation is completed and it will be on the January monthly rent billing. Review and please return 1 signed copy to our office.

Please call me or Bill if you have any other questions.

Sincerely,



Barbara Thurnau, Manager
Burnidge Properties, Ltd.

**OFFICE LEASE
1750 GRANDSTAND PLACE**

DATE OF LEASE: October 18, 2011

TERM OF LEASE: Four Years

BEGINNING: January 1, 2012

ENDING: December 31, 2015

LOCATION OF PREMISES: 1750 Grandstand Place #2, Elgin, IL 60123

SIZE: 2250 Square Feet

PROPORTIONATE SHARE: 12.98%

PURPOSE: General Office

**LESSEE: Kane County Health Department
1750 Grandstand Place #2
Elgin, IL 60123**

**LESSOR: Burnidge Properties, Ltd.
1750 Grandstand Place #16
Elgin, IL 60123**

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

- 1. RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sums stated below, monthly in advance, until termination of this lease, at the Lessor's address stated above or such other address as Lessor may designate in writing. Any rent, including real estate tax escrow and quarterly common electrical expense, not paid on or before the due date shall be subject to a 5% late charge.

1/1/12 – 12/31/2012	Monthly \$1,834.69	Annually \$22,016.28
1/1/13 – 12/31/2013	Monthly \$1,889.73	Annually \$22,676.76
1/1/14 – 12/31/2014	Monthly \$1,946.42	Annually \$23,357.04
1/1/15 – 12/31/2015	Monthly \$2,004.81	Annually \$24,057.72

2. **REAL ESTATE TAXES.** Lessee shall pay their proportionate share of real estate taxes for the entire premises based on the total available rental space. In addition to rent as stated above, Lessee shall pay \$_____ per month as a contribution toward Lessee's proportionate share of annual real estate taxes. This will be calculated in December and the sum shall be adjusted annually in January. Actual taxes will be reconciled upon receipt of the tax bill. Lessee's proportionate share for the demised space is **12.98%**.

3. **UTILITIES.** 1750 Grandstand is a total electric building. Lessee dedicated electric meters measure/supply electric power, and breaker panels located within each tenant space, control all circuits for power to tenant lighting and electrical outlets. Additionally, a "building meter" measures electric usage for lighting common areas inside and outside of the building, for security and safety systems, for hot water in the bathrooms, and for the heating, ventilating, and air conditioning system. The building meter will be billed to and paid by the Lessor and subsequently Lessee will be billed quarterly for its proportionate share.

A: Lessee will pay its individually metered electric bill.

B: Lessee will be billed quarterly for its proportionate share of "building meter" electric expense and will pay said bill to Lessor within 14 days of the billing date.

4. **COMMON AREAS, GROUNDS, BUILDING SYSTEMS AND COMPONENTS:** Lessor will maintain the common areas, grounds, building systems and components, and provide for lawn maintenance, snow removal and refuse removal from the dumpsters at Lessor's sole cost and expense, except when prevented by accidents and unavoidable delays. Except as provided by Illinois statute, the Lessor shall not be held liable in damages on account of any personal injury or loss occasioned by unavoidable delay, the failure of equipment, by any leakage or breakage of the pipes, by any defect or failure in the electric wiring, or by reason of any other defect, latent or patent, in, around or about the said building.

5. **SECURITY DEPOSIT.** Lessee has deposited **\$1,781.25** with Lessor a Security Deposit for the performance of all covenants and agreements of Lessee hereunder. Lessor may allocate all or any portion thereof in payment of any amounts due Lessor from Lessee, and upon Lessor's demand, Lessee shall in such case during the term of the lease promptly deposit with Lessor such additional amounts as may then be required to bring the Security Deposit up to the full amount stated above. Upon termination of the Lease and full performance of all matters and payment of all amounts due by Lessee, so much of the Security Deposit as remains unapplied shall be returned to Lessee. Where all or a portion of the Security Deposit is applied by Lessor as compensation for property damage, Lessor when and as required by law shall provide to Lessee an itemized statement of such damage and of the estimated or actual cost of repairing same. If the building in which the Premises are located (the "Building") is sold or otherwise transferred, Lessor may transfer or assign the Security Deposit to the Purchaser or transferee of the building, who shall thereupon be liable to Lessee for all of Lessor's obligations hereunder, and Lessee shall look thereafter solely to such purchaser or transferee for return of the Security Deposit and for other matters relating thereto. The Security Deposit will not be used as last months rent. The payment of Security Deposit will be due upon the signing of this lease.

6. **ASSIGNMENT; SUBLETTING.** Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of

law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor.

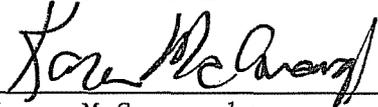
7. **SURRENDER OF PREMISES.** Lessee shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit, with all keys thereto, and shall not make any alterations in the Premises without the written consent of Lessor; and alterations which may be made by either party hereto upon the Premises, except movable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this lease.
8. **NO WASTE OR MISUSE.** Lessee shall restore the Premises to Lessor, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect the water or light fixtures or carpeting on the Premises, and will pay all damages to the Premises as well as all other damage to other tenants of the Building, caused by such waste or misuse.
9. **TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING.** At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of **\$75.00** Dollars per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises or any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the Premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor, except as required by Illinois statute. If the Lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or landlord and tenant, and agrees that the Lessor, his agents or assigns may begin suit for possession or rent without notice or demand.
10. **REMOVED PROPERTY.** In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the Lessee hereby authorizes and requests the Lessor to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the over plus, if any, to Lessee upon demand.
11. **LESSOR NOT LIABLE.** Lessor maintains commercial building insurance; however said policy does not cover Lessee or Lessee's property. Lessee is encouraged to secure appropriate insurance coverage on its own account. Except as provided by Illinois statute, the Lessor shall not be liable for any loss of property or defects in the Building or in the Premises, or any accidental damages to the person or property of the Lessee, its employees and clients in or about the Building or the Premises. Lessor shall not be held liable for any loss from water, rain or snow which may leak into, issue or flow from any part of the Building or the Premises, or from the pipes or plumbing works of the same.

12. **COST AND ATTORNEY'S FEES.** Except as provided by Illinois Law, Lessee will pay and discharge all reasonable cost, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.
13. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.
14. **OPTION FOR LEASE EXTENSION.** Lessee shall have the option to extend the lease term for an additional four years to terminate December 31, 2019. Beginning 1/1/16, base rent shall increase by 3% annually.
15. **REAL ESTATE TAXES DURING EXTENSION.** Lessee shall expend best efforts to secure a real estate tax exemption for the demised premises during any extension of this lease. If Lessee is unable to secure an exemption, Lessee shall pay its proportionate share of real estate taxes for the extension period as per paragraph 2 above.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:

KANE COUNTY HEALTH DEPARTMENT

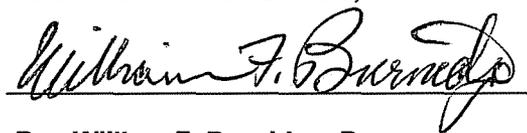


Karen McConnaughay

By: Paul Kuehnert

LESSOR:

BURNIDGE PROPERTIES, LTD.



By: William F. Burnidge, Pres.

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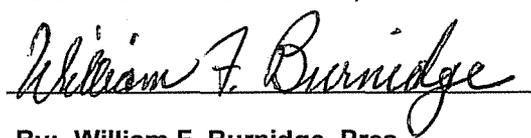
KANE COUNTY HEALTH DEPARTMENT


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