

LEASE AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE ILLINOIS ATTORNEY GENERAL

This lease agreement is made and entered into this 1st day of April 2023, by and between the County of Champaign (hereinafter referred to as "Landlord") and the Illinois Attorney General (hereinafter referred to as "Tenant").

ARTICLE I

Premises

1. Landlord does hereby lease to Tenant 2,595 square feet of office space located in Pod 200 of the Champaign County Brookens Administrative Center, which is located at 1776 E. Washington Street, Urbana, Illinois. The office space leased is identified in the floor plan of the Brookens Administrative Center, which is attached as Exhibit "A". Common conference rooms located within the Brookens Administrative Center will be made available to Tenant by Landlord with reasonable prior notice to Champaign County Administrative Services at Brookens Administrative Center.

ARTICLE II

Term

1. This lease agreement shall commence January 1, 2024, and continue through and including December 31, 2027, unless terminated earlier or extended further as provided below or as otherwise provided by written agreement of the parties.

2. Landlord may terminate this lease upon 180 days' written notice to Tenant in any year (a) if Landlord proposes or is required, for any reason, to remodel, remove, or demolish the Brookens Administrative Center or any substantial portion of it; or (b) if Landlord decides to sell the Brookens Administrative Center and the land under it. Such termination shall become effective and conclusive by Landlord's written notice to Tenant not less than 180 days prior to the 1st day of the month fixed in the notice. No money or other consideration shall be payable by Landlord to Tenant for this right. The right reserved by Landlord shall inure to all purchasers, assignees, lessees, transferees, and ground or underlying lessees, as the case may be, and is in addition to all other rights of Landlord. In the event this lease is so terminated by the Landlord, Landlord shall, within 30 days of Tenant's last day of occupancy of the premises, make a pro rata refund to Tenant of any portion of monthly rent previously paid by Tenant for the unused portion of the final month of the lease.

ARTICLE III

Rent

1. From January 1, 2024, to December 31, 2027 - \$46,723.56 annually payable in equal monthly installments of \$3,893.63, in advance, on the first day of each calendar month.

2. The annual rent will increase every other year by the lower of the Annual Consumer Price Index (CPI) for the prior year as defined in Section 18-185 of the Property Tax Code, or by five percent (5%). If the CPI is negative, the annual rent will remain the same.

ARTICLE IV

Utilities

1. At no additional cost to Tenant, Landlord shall provide electricity, plumbing, and heat and air conditioning, during the appropriate seasons. Landlord shall not be liable for failure to furnish or for suspension or delays in furnishing any utilities caused by breakdown, maintenance or repair work, strike, riot, civil disturbance, or any cause or reason whatsoever beyond the control of Landlord.

ARTICLE V

Use of Lease Premises

1. Tenant shall use and occupy the said lease premises as a business office for the Illinois Attorney General and shall not use or occupy the said lease premises for any other purpose whatsoever without the prior written consent of Landlord. Tenant shall not use or permit the lease premises or any part thereof to be used for any disorderly, unlawful, or extra hazardous purpose.
2. Tenant shall commit no act of waste and shall take good care of the said lease premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the lease premises, conform to all laws, orders, and regulations of the federal, state and municipal or local governments or any or their departments. Tenant further agrees to hold Landlord harmless from any fines, penalties and costs incurred by Tenant's violation or non-compliance with the said laws, orders and regulations.
3. Tenant shall not use or permit the use of machinery or equipment which shall cause an unreasonable consumption of utilities within the said lease premises beyond that made known to Landlord at the time of the execution of this lease agreement.
4. Tenant shall not use any equipment or engage in any activity on that said lease premises which shall cause an increase in the liability insurance rate of the Brookens Administrative Center, or which shall create or cause undue expense to Landlord for maintenance or utilities.
5. At the expiration or termination of this lease agreement, if there is no written extension agreement of the said lease agreement, Tenant shall surrender and deliver the said lease premises to Landlord in as good a condition as when Tenant first received possession of the lease premises, ordinary wear and tear and damage by the elements, fire and other unavoidable casualty excepted. Tenant shall serve upon Landlord within ninety (90) days of the

commencement of this lease agreement written notice specifying what parts, if any, of the said lease premises are not in good order.

ARTICLE VI

Subletting and Assignment

1. Tenant shall not assign, mortgage, pledge, or encumber this lease, or sublet the said lease premises or any part thereof, without first obtaining the written consent of Landlord.

ARTICLE VII

Alterations

1. Tenant shall not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the said lease premises or any part thereof without the prior written approval of Landlord of the design, plans and specifications therefore. Tenant shall keep the said lease premises and the building and grounds of which it is a part free and clear of liens arising out of any work performed, materials furnished, or obligations incurred by Tenant, including mechanic's liens.

2. It is specifically understood that all alterations, installations, changes, replacements, additions or improvements upon the said lease premises shall, at the election of the Landlord, remain upon the said lease premises and be surrendered by the Tenant with the said lease premises at the expiration of this lease agreement without disturbance or injury. Shall Landlord require Tenant to remove any or all alterations, installations, changes, replacements, additions or improvements upon the said lease premises upon termination of this lease agreement or any extension thereof, Tenant agrees to remove those items so designated by Landlord at the sole cost and expense of Tenant. Shall Tenant fail to remove those items so designated by landlord, then Landlord may cause the said items to be removed, and Tenant agrees to reimburse Landlord for the cost of such removal, together with any and all damage which Landlord may suffer and sustain by reason of the failure of Tenant to remove the same.

3. Maintenance and repair of any items installed by Tenant as outlined in this Article shall be the sole responsibility of Tenant, and Landlord shall have no obligation to maintain or repair the said items.

4. Tenant shall promptly repair any and all damages caused to the said lease premises or to the building and grounds of which the said lease premises are a part which are occasioned by the installation or removal of any alteration made pursuant to this Article.

ARTICLE VIII

Parking

1. At no additional cost to Tenant, Tenant's employees may park in the rear parking lot located at the northern and northeastern portion on which the said lease premises are located, and in the east parking lot located at the southeast portion of the said property. Parking spaces shall be available on a first come, first served basis.
2. Tenant's temporary business guests and visitors shall be permitted to use the visitors' reserved spaces available off Washington Avenue and in the northeast parking lot off of Lierman Avenue of the property on which the lease premises are located. Parking spaces shall be available on a first come, first served basis.

ARTICLE IX

Signs, Notices and Advertisements

1. Tenant shall be entitled to place its organizational name and logo in a space on the exterior of the building to be designated by Landlord.
2. Tenant shall not inscribe, print, affix, or otherwise place any sign, advertisement, or notice on the grounds of the said lease premises, or the exterior or interior of the building of which the said lease premises is a part, except on the doors of the said lease premises, and only in a size, color and style approved by the Landlord.

ARTICLE X

Insurance

1. Tenant is a Constitutional Officer of the State of Illinois and, as such, is self-insured for liability.

ARTICLE XI

Services

1. At no additional cost, Landlord agrees to furnish custodial services to Tenant that are customary in the building of which the said lease premises is a part. Landlord shall furnish adequate lavatory supplies, and normal and usual maintenance, Monday through Fridays, except legal holidays.

ARTICLE XII

Personal Property

1. Tenant shall be solely responsible for insuring its personal property and the personal property of its employees to the extent damages are not proximately caused by Landlord's own negligence or willful or wanton misconduct. Landlord shall not be liable for any accident, damage to, or theft of property of Tenant or its employees; Landlord shall not be liable for damages to property of Tenant or its employees resulting from the use or operation of the heating, cooling, electrical or plumbing apparatus, water, steam, or other causes; and Tenant expressly releases landlord from any liability incurred or claimed by reason of damage to Tenant's or its employees' property.

ARTICLE XIII

Damage to Lease Premises

1. If through no fault of Tenant the said lease premises are damaged by fire or other casualty to such extent that the said lease premises are totally destroyed, or if the damage occurs during the last six months of the term of this lease agreement, this lease agreement shall cease, and Tenant shall be entitled to a refund of any rent paid for the period subsequent to the time of the damage. In all other cases when the said lease premises are damaged by fire or other casualty through no fault of Tenant, Landlord shall repair the damage as soon as practicable, and if the damage has rendered the said lease premises untenable in whole or in part, Tenant shall be entitled to a rent abatement until Landlord has repaired the damage. Should the said lease premises not be restored to tenantable condition within three months from the date of the said damage, then Tenant may, at its option, terminate this lease agreement in its entirety. In determining what constitutes repair of damage by Landlord as soon as practicable, consideration shall be given to delays caused by strike, disposition of insurance claims related to the said damage, and other causes beyond Landlord's control. If the damage results from the fault of Tenant, or Tenant's agents, servants, visitors, or licensees, Tenant shall not be entitled to any abatement or reduction of rent.

2. No compensation, claim, or diminution of rent shall be allowed or paid by Landlord to Tenant by reason of inconvenience, annoyance, or injury to Tenant's business arising from the necessity of repairing the said lease premises or any portion of the building of which the said lease premises are a part. Landlord shall not be liable for damages for, nor shall this lease agreement be affected by, conditions arising or resulting from construction on a contiguous premise which may affect the building of which the said lease premises are a part.

ARTICLE XIV

Access

1. Landlord, its agents and its employees shall have the right to enter the said lease premises at all reasonable hours and necessary times to inspect the said lease premises and to make necessary repairs and improvements to the said lease premises and the building in which the said

lease premises are located. The said inspection and any repairs or improvements which are necessary to the said lease premises shall be performed at a time mutually agreeable to both parties, unless the said inspection or repairs are necessary for an emergency purpose.

ARTICLE XV

Appropriation of Funds

1. Payments pursuant to the Lease Agreement are subject to the appropriation of adequate funds by the General Assembly to the Attorney General for the purposes of this Lease Agreement. Obligations of the Attorney General will cease immediately without penalty or further payment being required if, at any time, sufficient funds for this Lease have not been appropriated or are otherwise unavailable.

ARTICLE XVI

Prompt Payment Act

1. Any late payment charges are subject to and may be paid only in accordance with the State Prompt Payment Act, 30 ILCS 540/0.01 *et seq.*

ARTICLE XVII

Cumulative Remedies and Waiver

1. The specified remedies to which Landlord may be entitled under the terms of this lease agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant as to any provision of this lease agreement. The failure of Landlord to insist on strict performance of any covenant or condition of this lease agreement, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. No waiver by Landlord of any provision of this lease agreement shall be deemed to have been made unless made in writing and signed by Landlord.

ARTICLE XVIII

Partial Invalidity

1. Should any provision of this lease agreement be or become invalid or unenforceable, the remaining provisions shall be and continued to be fully effective.

ARTICLE XIX

Successors

1. All of the terms and provisions of this lease agreement shall be binding upon and inure to the benefit of and be enforceable by and upon the representatives, successors and assigns of Landlord and Tenant.

ARTICLE XX

Notices and Payments

1. All rent or other payments due by Tenant pursuant to this lease agreement shall be paid to Landlord at the office of the Champaign County Executive, attention: Facilities Director, 1776 E. Washington St., Urbana, IL 61802, or such other place as Landlord may from time to time designate by written notice to Tenant.

2. All notices required or desired to be furnished to Landlord by Tenant shall be in writing and shall be furnished by mailing the same by certified mail to Landlord, address to Champaign County Executive, attention: Facilities Director, 1776 E. Washington St., Urbana, IL 61802.

3. All notices from Landlord to Tenant shall be in writing and shall be furnished by Landlord by mailing the same by certified mail addressed to Illinois Attorney General, 1776 E. Washington St., Urbana, IL 61802.

ARTICLE XXI

Governing Law

1. This lease agreement shall be construed, enforced, and considered made in accordance with the laws of the State of Illinois.

ARTICLE XXII

Titles

1. All titles, captions and headings contained in this lease agreement are for convenience only and shall not be taken into consideration in any construction or interpretation of this lease agreement, or any of its provisions.

ARTICLE XXIII

Entire Agreement

1. The terms of this lease agreement constitute the whole and entire agreement between the parties, and supersede any and all prior understandings, discussions, agreements or otherwise between the parties hereto with respect to the subject matter hereof.


ARTICLE XXIV


Amendment

1. No amendment to this lease agreement shall be effective unless it is in writing and signed by the parties hereto.

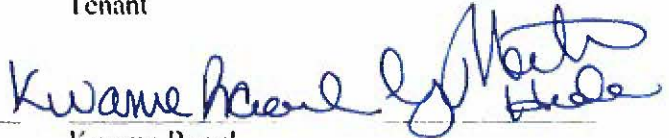
IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written, in duplicate documents, each of which shall be considered to be an original.

COUNTY OF CHAMPAIGN
Landlord

BY: 
Steve Summers, Executive
Champaign County Executive

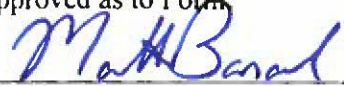
ATTEST: 
Aaron Ammons
County Clerk and Ex-Officio
Clerk of the County Board

ILLINOIS ATTORNEY GENERAL
Tenant


Kwame Raoul
Illinois Attorney General, By Nathalina
Hudson, Chief of Staff

BY:  JCH
Nathalina Hudson, Chief of Staff

Approved as to Form:


Matt Banach
Chief of the Civil Division
Office of the Champaign County State's Attorney