

Documents Distributed at the  
County Facilities Committee Meeting

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

This lease agreement is made and entered into this \_\_\_\_\_ day of November, 2006, 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**

Landlord does hereby lease to Tenant 1,100 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 spaced lease 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**

This lease agreement shall commence December 1, 2006 and continue through and including November 30, 2010 unless sooner terminated or extended by written agreement of the parties.

**ARTICLE III**

**Rent**

Rent for the said lease premises shall be at the following rate :

- a. \$1,223.89 per month for the period December 1, 2006 to November 30, 2007.
- b. \$1,265.51 per month for the period December 1, 2007 to November 30, 2008.
- c. \$1,308.54 per month for the period December 1, 2008 to November 30, 2009.
- d. \$16,236.30 per month for the period December 1, 2009 to November 30, 2010.

## ARTICLE IV

### Utilities

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 and 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 the 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**

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 of the property 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 parking 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 Landlord.

## **ARTICLE X**

### **Insurance**

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

## **ARTICLE XI**

### **Services**

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, Mondays through Fridays, except legal holidays.

## **ARTICLE XII**

### **Personal Property**

Tenant shall be solely responsible for insuring its personal property and the personal property of its employees. 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. 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**

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.

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 premises which may affect the building of which the said lease premises are a part.

## **ARTICLE XIV**

### **Access**

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**

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**

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**

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**

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

## **ARTICLE XIX**

### **Successors**

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**

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 Administrator, 1776 E. Washington Street, Urbana, IL 61802, or such other place as Landlord may from time to time designate by written notice to Tenant. 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, addressed to Champaign County Administrator, 1776 E. Washington Street, Urbana, IL 61802. 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 Street, Urbana, IL 61802.

## **ARTICLE XXI**

### **Governing Law**

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

## **ARTICLE XXII**

### **Titles**

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**

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**

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

ILLINOIS ATTORNEY GENERAL  
Tenant

BY: \_\_\_\_\_  
Barbara Wysocki  
County Board Chair

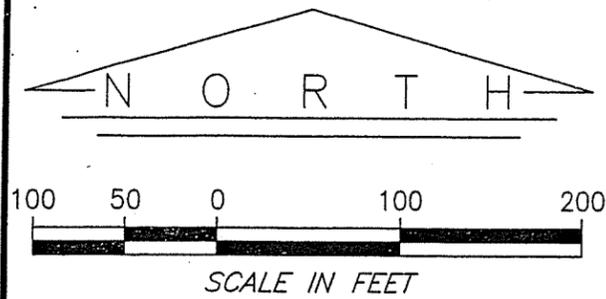
\_\_\_\_\_  
Lisa Madigan  
Illinois Attorney General

ATTEST: \_\_\_\_\_  
Mark Shelden  
County Clerk and Ex-Officio  
Clerk of the County Board

BY: \_\_\_\_\_  
Melissa Mahoney  
Deputy Chief of Staff,  
Administration

Prepared by:

Susan W. McGrath  
Senior Assistant State's Attorney  
Office of the Champaign County State's Attorney  
1776 E. Washington  
Urbana, IL 61802  
217/384-3776



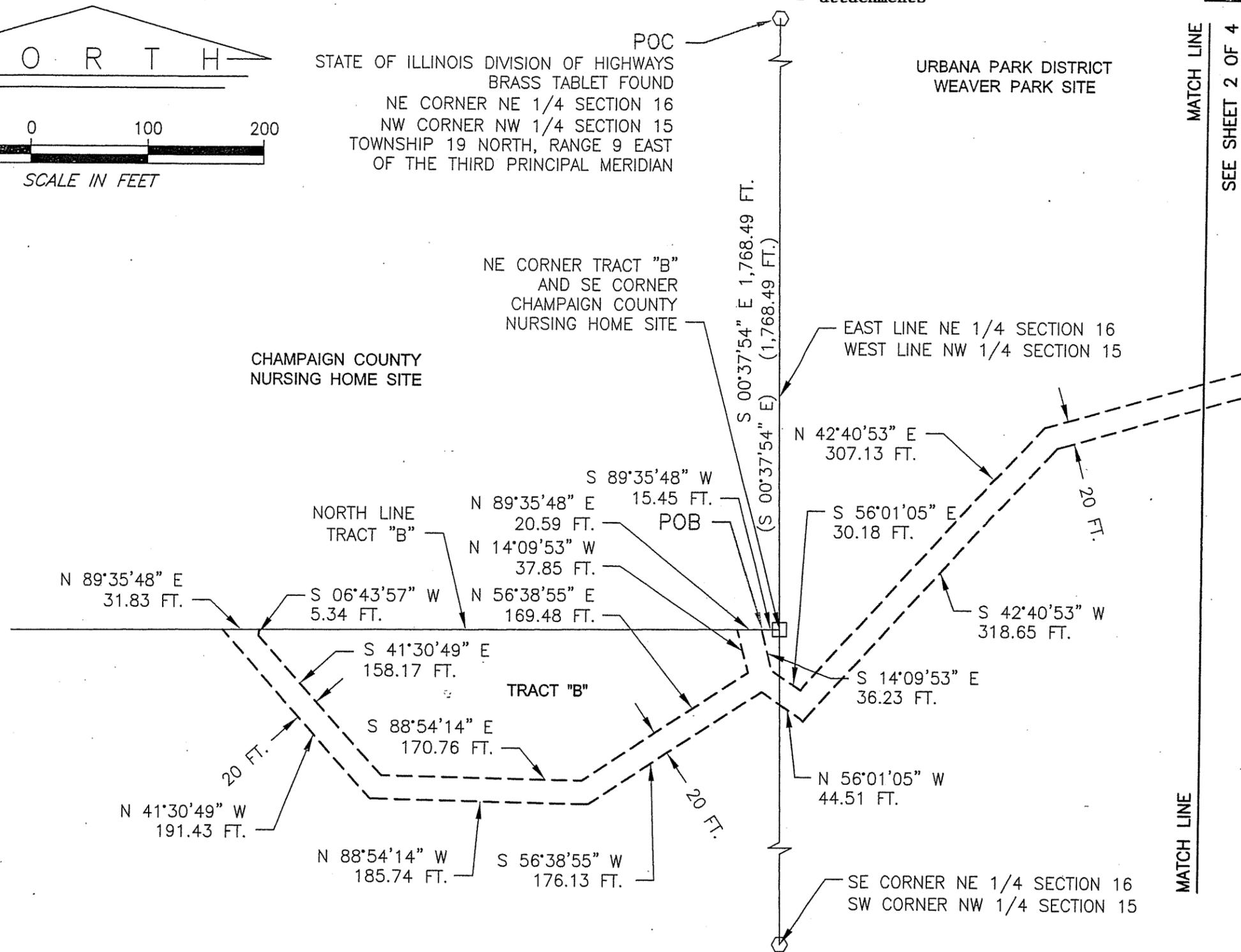
STATE OF ILLINOIS DIVISION OF HIGHWAYS  
 BRASS TABLET FOUND  
 NE CORNER NE 1/4 SECTION 16  
 NW CORNER NW 1/4 SECTION 15  
 TOWNSHIP 19 NORTH, RANGE 9 EAST  
 OF THE THIRD PRINCIPAL MERIDIAN

URBANA PARK DISTRICT  
 WEAVER PARK SITE

MATCH LINE  
SEE SHEET 2 OF 4

**LEGEND**

- POC POINT-OF-COMMENCEMENT
- POB POINT-OF-BEGINNING
- BRASS TABLET SURVEY MONUMENT FOUND
- EXISTING CONCRETE SURVEY MONUMENT FOUND
- PROPOSED PERMANENT EASEMENT LINE



CHAMPAIGN COUNTY  
 NURSING HOME SITE

NE CORNER TRACT "B"  
 AND SE CORNER  
 CHAMPAIGN COUNTY  
 NURSING HOME SITE

NORTH LINE  
 TRACT "B"

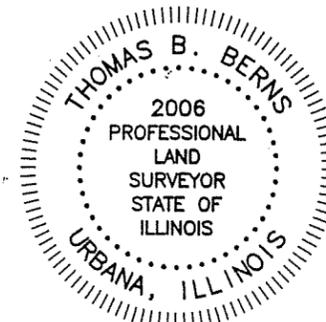
TRACT "B"

URBANA PARK DISTRICT  
 PRAIRIE PARK SITE

SURVEY BY CHARLES S. DANNER  
 PLAT BOOK "S" PAGE 28  
 DATED NOVEMBER 3, 1966

SIGNED AND SEALED JUNE 1, 2006

*Thomas B. Berns*  
 THOMAS B. BERNS, P.E., L.S., PRESIDENT  
 BERNS, CLANCY AND ASSOCIATES, P.C.  
 ILLINOIS PROFESSIONAL LAND SURVEYOR 2006  
 URBANA, CHAMPAIGN COUNTY, ILLINOIS  
 DATE OF LICENSE EXPIRATION: NOVEMBER 30, 2006

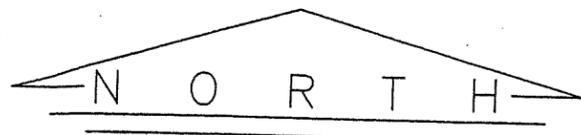


PROJECT LOCATION: NO SCALE

**URBANA PARK DISTRICT**

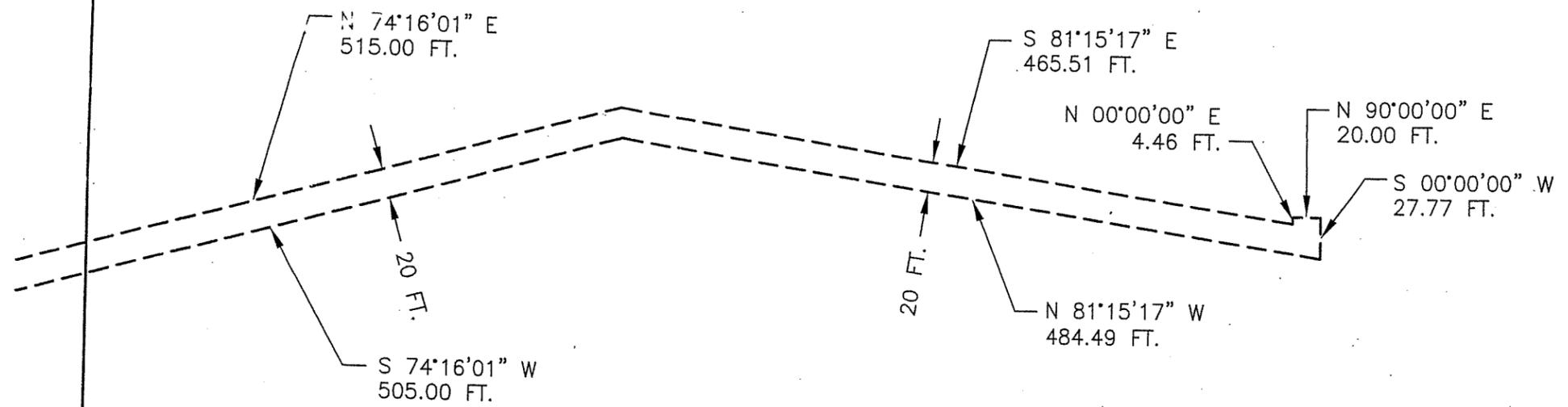
PLAT AND DESCRIPTION OF PROPOSED  
 PERMANENT PUBLIC STORM SEWER EASEMENT  
 PART OF THE NE 1/4 OF SECTION 16,  
 TOWNSHIP 19 NORTH, RANGE 9 EAST,  
 AND PART OF THE NW 1/4 OF SECTION 15,  
 TOWNSHIP 19 NORTH, RANGE 9 EAST  
 OF THE THIRD PRINCIPAL MERIDIAN,  
 URBANA, CHAMPAIGN COUNTY, ILLINOIS

**BERNS, CLANCY AND ASSOCIATES**  
 ENGINEERS • SURVEYORS • PLANNERS  
 405 EAST MAIN STREET - POST OFFICE BOX 755  
 URBANA, ILLINOIS 61803-0755  
 PHONE: (217) 384-1144 - FAX: (217) 384-3355



URBANA PARK DISTRICT  
WEAVER PARK SITE

MATCH LINE  
SEE SHEET 1 OF 4



URBANA PARK DISTRICT

PLAT AND DESCRIPTION OF PROPOSED:  
PERMANENT PUBLIC STORM SEWER EASEMENT  
PART OF THE NE 1/4 OF SECTION 16,  
TOWNSHIP 19 NORTH, RANGE 9 EAST,  
AND PART OF THE NW 1/4 OF SECTION 15,  
TOWNSHIP 19 NORTH, RANGE 9 EAST  
OF THE THIRD PRINCIPAL MERIDIAN,  
URBANA, CHAMPAIGN COUNTY, ILLINOIS

LEGEND

- POC POINT-OF-COMMENCEMENT
- POB POINT-OF-BEGINNING
- BRASS TABLET SURVEY MONUMENT FOUND
- EXISTING CONCRETE SURVEY MONUMENT FOUND
- PROPOSED PERMANENT EASEMENT LINE

SIGNED AND SEALED JUNE 1, 2006

*Thomas B. Berns*

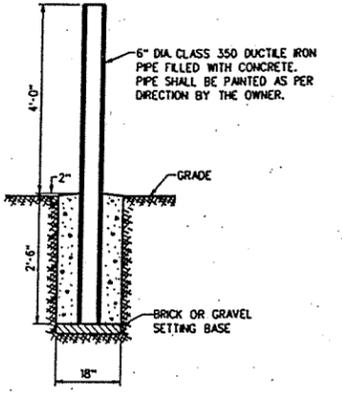
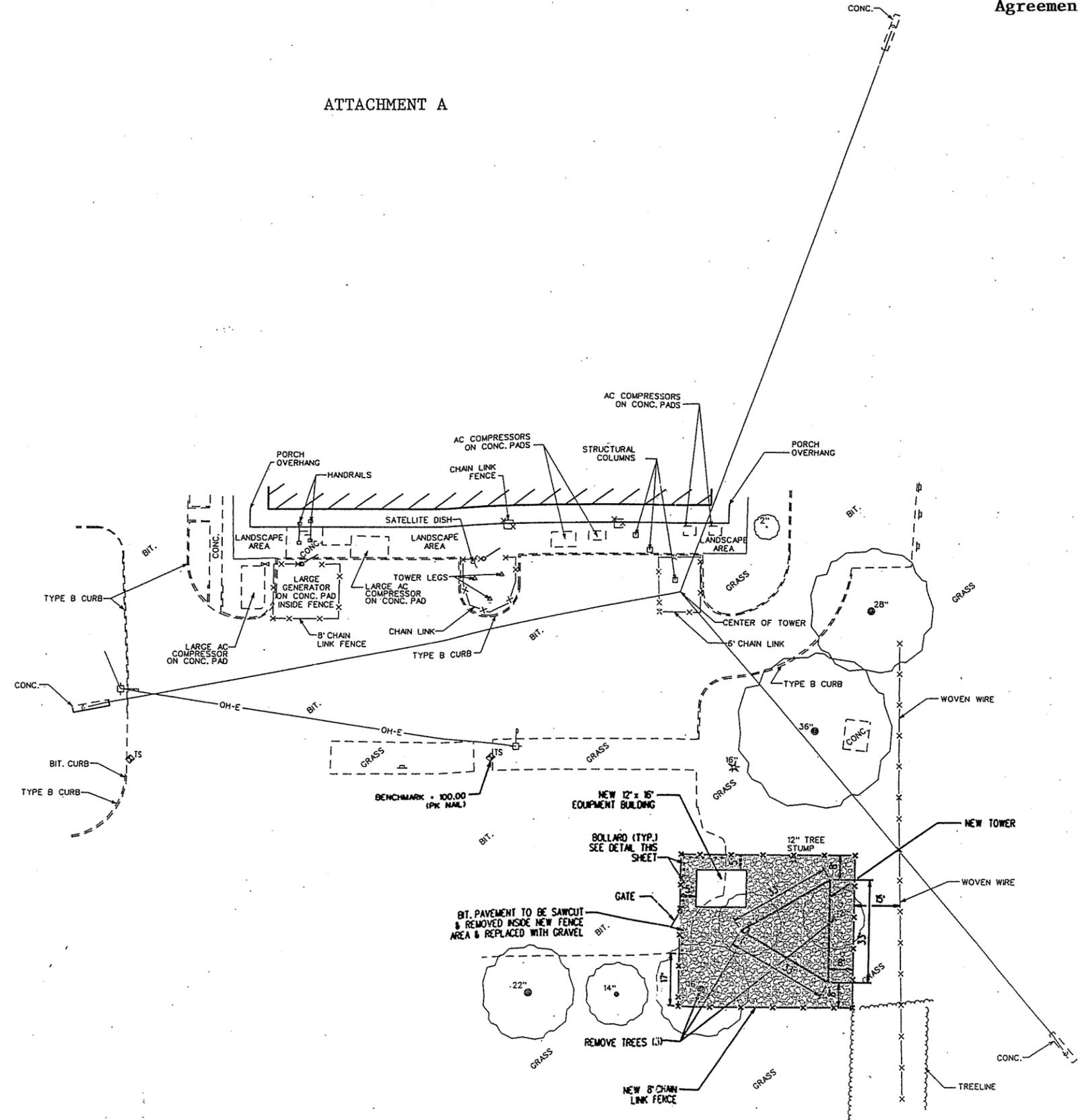
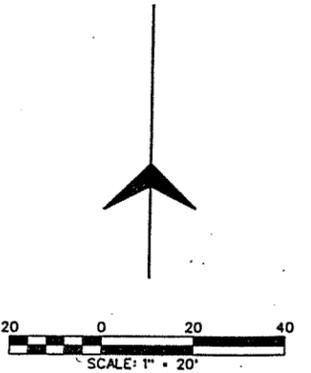
THOMAS B. BERNS, P.E., L.S., PRESIDENT  
BERNS, CLANCY AND ASSOCIATES, P.C.  
ILLINOIS PROFESSIONAL LAND SURVEYOR 2006  
URBANA, CHAMPAIGN COUNTY, ILLINOIS  
DATE OF LICENSE EXPIRATION: NOVEMBER 30, 2006



**BERNS, CLANCY AND ASSOCIATES**  
ENGINEERS • SURVEYORS • PLANNERS  
405 EAST MAIN STREET - POST OFFICE BOX 755  
URBANA, ILLINOIS 61803-0755  
PHONE: (217) 384-1144 - FAX: (217) 384-3355

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ATTACHMENT A



BOLLARD DETAIL  
NOT TO SCALE

PROJECT TITLE		METCAD TOWER SITES	
		CHAMPAIGN COUNTY, ILLINOIS	
SHEET TITLE		METCAD MASTER SITE	
DES. JKD	PROJECT NO. 06081		
DRN. TMB	DATE JUNE 15, 2006		
CHK. JKD	SHEET 1	OF 4	
APP. AJK		SHEETS	

Sodemann and Associates, Inc.  
340 NORTH NEIL STREET  
POST OFFICE BOX 557  
CHAMPAIGN, ILLINOIS 61824-0557  
TEL 217 352-7688 FAX 217 352-7922  
ENGINEERING / ANALYSIS / MANAGEMENT

