

RESOLUTION NO. 151

**WHEREAS**, Sangamon/Menard Area Regional Transit (SMART) is in need of a facility for vehicle storage and office space to provide services to the residents of Sangamon and Menard Counties with the County of Sangamon acting as lead agency; and

**WHEREAS**, Sangamon/ Menard Area Regional Transit ( SMART) has a need for additional space to house vehicles that have been added to the fleet since initial lease resolution, dated March 4, 2016; and

**WHEREAS**, the Sangamon/Menard Area Regional Transit Ad Hoc Committee ( the "Committee"), which includes Sangamon and Menard County Board members, has received proposal from 1800 East LLC ( the "Owner") to lease more space at the newly renovated building at 1800 E. Adams Street in Springfield, IL 62703 ( "the Property") by Sangamon County for use as a SMART facility; and

**WHEREAS**, the Owner proposes to lease the Property to the County, following the agreed upon renovation by the Owner of the Property in accordance with drawings and specifications approved by the County or its designee: and

**WHEREAS**, after careful review of the proposal submitted by the Owner, the Committee has recommended that the County enter into a Building Lease with the Owner with respect to lease of additional Property for use as the SMART facility,

**NOW, THEREFORE, BE IT RESOLVED**, by the Members of the Sangamon County Board, in session this 8<sup>th</sup> day of August, 2017, as follows:

Section 1. The Chairman of the Board or his designee is hereby authorized to execute a Building Lease with the Owner with respect to the lease of the Property for the use as the SMART facility. The Building Lease shall be in substantially the form attached hereto as Exhibit A, with such changes as the Chairman shall determine to be in the best interest of the County, and the Building Lease shall be conclusive evidence of the Authority's approval thereof.

Section 2. The Chairman or his designee is further authorized to take all reasonable and prudent action necessary to implement this Resolution and to effectuate the provisions of the Building Lease.

Section 3. That this Resolution shall take effect immediately upon adoption.



County Board Chairman

**RECEIVED**  
2017

AUG 04 2017

Andy Goleman  
SANGAMON COUNTY AUDITOR



**LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made and entered into this \_\_\_\_ day of August, 2017, by and between Sangamon County, Illinois, referred to as "Lessee", and 1800 East, LLC, 1800 East Adams Street, Springfield, Illinois 62703, hereinafter referred to as "Lessor".

**ARTICLE I DEMISED PREMISES**

The Lessor, for and in consideration of the covenants, conditions, agreements, and stipulations of the Lessee hereinafter set forth, does hereby demise and lease unto the Lessee, the following premises situated in the County of Sangamon, State of Illinois, commonly known as 1800 East Adams Street, Springfield, Illinois, consisting of approximately 16,790 square feet as shown on the floor plan attached hereto as Exhibit A (the "Premises".)

**ARTICLE II TERM OF LEASE**

Lessee shall have and hold the above-described Premises, appurtenance, hereditament, and rights above-described for the term seventeen (17) months commencing on the 1st day of October 2017 and terminating on the 30th day of June, 2019.

In addition to the above, Lessee shall have the option to renew/extend this lease for four (4) additional one (1) year terms in accordance with the schedule shown below in Article IV. Such renewals shall be automatic unless Lessee gives written notice of termination/non-renewal to Lessor, by certified mail, postmarked on or before ninety (90) days prior to the expiration date of the then current term of this Lease. In the event of such notice from Lessee, Lessor shall have the right, upon 24 hours notice, to show the Premises to prospective tenants and enter into lease agreements for the Premises.

**ARTICLE III - USE OF PREMISES**

Lessee agrees that during the term of this lease, the Premises will be utilized as a general warehouse and office area. During the term hereof, Lessee shall have access to the Premises 24 hours a day, 365 days a year.

**ARTICLE IV - RENT**

Lessee agrees to pay as rent for the term of the lease the monthly payments as provided in the following rent schedule. All rental payments shall be due and payable in advance on the first day of each month. Payments shall be made to Lessor, 1800 East LLC, 2160 South 6<sup>th</sup> Street, Springfield, Illinois 62703 or at such other place as designated by Lessor.

<b>Term</b>	<b>Monthly</b>
10/01/17 thru 2/28/18	\$ 5,500.00
3/01/18 thru 6/30/19	\$ 5,665.00
<u>Option years</u>	
7/01/19 thru 6/30/20	\$ 5,835.00
7/01/20 thru 6/30/21	\$ 6,010.00
7/01/21 thru 6/30/22	\$ 6,190.00
7/01/21 thru 6/30/23	\$ 6,375.00

## **ARTICLE V - POSSESSION**

Upon expiration or termination of this lease as herein provided, Lessee shall yield the demised premises back to Lessor in as good condition as date of Lessee's possession, ordinary wear and tear, casualty and condemnation excepted.

## **ARTICLE VI - PREMISES MAINTENANCE**

Lessor shall be responsible at its sole cost and expense for repairs, replacements, and maintenance to the Premises, including roof, heating systems, electric and plumbing systems (excluding those unique to Lessee's warehouse build-out and display space), air conditioning systems, and all building components. At any time during the term of the Lease, Lessee shall permit Lessor and Lessor's agents to enter and inspect the Premises, with proper notice and at reasonable times, and make such repairs as Lessor desires to make and permit Lessor to show the Premises to prospective purchasers at all reasonable times; and within ninety (90) days prior to the expiration of this Lease to show the Premises to prospective tenants.

## **ARTICLE VII - ALTERATIONS, IMPROVEMENTS, ADDITIONS**

Lessee will not make any additions to the Premises or any improvements or alterations without the written consent of Lessor which shall not be unreasonably withheld. Lessee may affix artwork, presentation boards, and like items to the walls and otherwise make improvements to the Premises which are decorative in nature to the Premises without prior Lessor approval.

## **ARTICLE VIII - INSURANCE**

### **a. Fire and Extended Coverage**

Lessor shall pay for fire insurance with extended coverage endorsements on the building structure and improvements therein with a company authorized to do business in the State of Illinois, in the amount of the actual replacement cost of said improvements as of the date of this lease and adjusted annually at the then current replacement cost of said improvements and Lessor's contents on each anniversary date of the insurance policy. A copy of such policy shall be delivered to the Lessee upon demand. Lessee understands that such insurance will not cover Lessee's equipment, office furnishings, showroom displays, inventory, records, or other personal property. A copy of certificate evidencing Lessee's insurance policy will be provided on request.

### **b. Public Liability Insurance**

In addition to any other insurance, Lessor agrees to maintain in full force from the date of this lease and throughout the term thereof so long as Lessee is in occupancy of any part of the premises, a policy of public liability and property damage. The minimum limits of liability of such insurance shall be \$1,000,000 for bodily injury or death to one or more persons, and \$50,000 with respect to damage to property. A copy of such policy shall be delivered to the Lessee upon demand. Lessee shall also maintain comparable liability and property insurance, and shall provide a certificate of such insurance to Lessor. Lessor shall, in no way for any reason, be responsible for any damage/destruction/theft of Lessee's property.

### **c. Waiver of Subrogation**

Lessor and Lessee hereby waive all rights of recovery and causes of action that either has or may have or that may arise hereafter against the other for any damage to premises, property or business caused by any perils covered or coverable by the property insurance required under Article VIII of this lease, otherwise maintained by either party, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers shall be ineffective if they invalidate any policy of insurance of the parties hereto, now or hereafter issued. Lessor and Lessee shall have their respective insurance

companies waive their rights of subrogation as contemplated herein.

#### **ARTICLE IX - FIRE OR OTHER CASUALTIES**

If the Premises should be damaged or destroyed by fire or other casualty (a) so as to cause a material alteration in the character of the Premises and to prevent Lessee from using them in substantially the manner theretofore used, and (b) such that the same cannot reasonably be repaired by Lessor within one hundred twenty (120) days after the occurrence of such casualty, then either Lessor or Lessee may terminate this lease upon giving notice to the other within thirty (30) days after the casualty occurs. Should such termination occur on any day other than the last day of a monthly rental period, any unearned prepaid rental shall be refunded to Lessee.

If the Premises are materially damaged by fire or other casualty and neither party elects to terminate this lease, or if the Premises should be damaged by fire or other casualty and still be fit for Lessee's continued use in substantially the same manner as theretofore used or if the same can reasonably be repaired within the aforesaid 120-day period, then this Lease shall continue in effect and the Premises shall be restored by Lessor to its condition immediately prior to the casualty. While such restoration is in progress and, Lessee shall be entitled to a fair and appropriate abatement of the rental to be paid, said abatement to be based on the amount and value of the Premises that remains useable by Lessee during the restoration period. Should the damage necessitating such restoration occur on any day other than the last day of a monthly rental period, then the amount of prepaid rental to be refunded to Lessee shall be based on the amount and value of undamaged space used by Lessee during the remainder of said monthly rental period.

#### **ARTICLE X - QUIET ENJOYMENT**

Lessor covenants and represents that he/she has full right and power to execute and perform this lease and to grant the estate demised herein and that Lessee upon performing all the obligations and agreements as required by this lease shall and may peaceably name, hold, and enjoy the said Premises for the term of this lease free of harassment, disturbance, trespass, or eviction by the Lessor or any other person or legal entity whatsoever other than as provided herein.

Lessee understands that the other tenants in the building have the same right of quiet enjoyment as Lessee. Lessee agrees to give their best efforts to reasonably limit their noise level from all sources (such as music or conversation) so as not to unreasonably disturb other tenants. As such, the Lessee shall not make, cause or allow any noise, music, other sounds, or disturbances at any time so as to disturb or annoy anyone in the Building or neighborhood in the quiet enjoyment of their leased premises. Lessor grants to Lessee, Lessee's employees, agents, customers and invitees subject to reasonable restrictions of Lessor, the nonexclusive right to reasonably use the Common Areas in common with Lessor and all lessees of Lessor, such Lessees' employees, agents, customers and invitees. All reception areas, entryways, sidewalks and hallways in the Building are designated as common walkways, facilities and areas and are subject to treatment by Lessee as such. The Lessee shall neither encumber nor obstruct the reception areas, entryways, sidewalks and hallways in the Building nor allow the same to be obstructed or encumbered in any manner, and shall help keep said reception areas, entryways, sidewalks and hallways free of rubbish and dirt. The Lessee shall not place or cause to be placed any inventory, merchandise, vending machines, motor vehicles or anything else on, in or about the reception areas, entryways, sidewalks and hallways without written consent of the Lessor.

#### **ARTICLE XI - CONDEMNATION**

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. If any part of the Leased Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Leased Premises reasonable unsuitable for the business of the Lessee, then the term of this

Lease shall cease and terminate as of the date of title vesting in such proceeding. Lessee shall have no claim against the Lessor nor the condemning authority for the value of any unexpired term of this Lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of Lessee, then Lessor shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation, less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of rent. In the event of any condemnation or taking as aforesaid, whether whole or partial, Lessee shall not be entitled to any of the award paid for such condemnation; Lessor shall receive the full amount of such award, and Lessee hereby expressly waives any right or claim to any part thereof. Although any award for taking for damages in the event of any condemnation are to belong to the Lessor whether such damages are awarded as compensation for diminution in value of the Leasehold or to the fee of the Leased Premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by reason of Lessee's business or on account of any cost or loss to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment.

#### **ARTICLE XII - ZONING**

Lessor warrants that he/she has received no notice of any zoning or building code violations and further warrants that Lessee's contemplated use complies with present zoning ordinances.

#### **ARTICLE XIII - SUBORDINATION**

This lease, and all rights of Lessee hereunder, are and shall be subject and subordinate to lien of any first mortgage or contract which may hereafter affect the fee title of the Premises. Notwithstanding any default in the mortgage or contract, and any foreclosure thereof, or the enforcement of any holder thereof of any rights or remedies thereunder or otherwise, the Lessee shall remain in quiet and peaceful possession of the Premises throughout the term thereof and any extension or renewal thereof, provided that the Lessee is not in default of any of the terms or conditions of this lease.

#### **ARTICLE XIV - ASSIGNMENT AND SUBLETTING**

Lessee shall not have the right to assign or transfer this lease nor sublet the Premises in whole or in part, in any way or degree, without the prior approval of Lessor first had and obtained. Permission of the Lessor shall not be unreasonably withheld notwithstanding anything to the contrary stated herein. Notwithstanding any of the foregoing to the contrary, however, Lessee may assign this lease, or sublet all or portion of the Premises, all without Lessor's consent, to (i) any entity that controls, is controlled by or is under common control with, whether directly or indirectly, Lessee (an "Affiliate"), or (ii) any person, firm, company or corporation that is the purchaser of all or substantially all of the assets or outstanding ownership interests of Lessee or Lessee's Affiliates by virtue of a merger, consolidation, dividend, spinoff, reorganization or other business transaction.

#### **ARTICLE XV - UTILITIES**

Lessee shall pay all charges for all telephone and data services (including the installation of equipment required for Lessee's operations) used in or on the Premises and shall contract for such services in its own name. Lessee shall pay for any separately metered gas, electric, water and sewer charges. Lessor reserves the right to have separate service and meters installed for specific utilities in the event Lessee's usage of any particular utility (water, gas, electric) exceeds nominal or incidental levels. In such an event, the requisite deposit and ongoing billing for any such separately metered utility shall be the responsibility of the Lessee. Lessor shall not be responsible for any discontinuation or interruption of any such utility services and no such discontinuation or interruption shall give either party the right to terminate this Lease. The rent provided for by this Lease shall not be abated because of any such discontinuation or interruption. Lessor shall provide and pay for heat, electricity, and water except as provided by separate metering. Heat in the warehouse is to be kept no lower than 40° and no higher than 55° Fahrenheit during the days when

the outside temperature is less than 55° Fahrenheit. If Lessee is utilizing the warehouse, Lessee agrees to help keep the overhead doors closed except when vehicles are entering or exiting the building.

#### **ARTICLE XVI - PARKING**

Lessor shall provide a parking area for the common use of the tenants of the property. Lessee shall have the non-exclusive right to use the parking for its intended purposes, for itself, its employees, independent contractors, agents, invitees and licensees, subject, however, to the right of Lessor and the other tenants of the property to use the parking area. Lessor shall have the right to establish, modify and enforce reasonable rules or regulations not inconsistent with the provisions of this Lease with respect to the use of the parking area and Lessee agrees that Lessee and its employees, independent contractors, agents, invitees and licensees shall comply with such rules and regulations upon notice thereof.

Lessor shall maintain all parking areas. Maintenance shall include lighting, cleaning, repair and replacement and garbage removal and any type of maintenance to ensure the common areas and parking lot remain in good condition.

#### **ARTICLE XVII - DEFAULT**

This Lease is made on condition also that if any one or more of the following events (herein referred to as an "event of default") shall happen:

- a. Lessee shall default in the due and punctual payment of the rent payable hereunder, and such default shall continue for five (5) days after the giving of written notice from Lessor; or
- b. Lessee shall neglect or fail to perform or observe any of the covenants herein contained on Lessee's part to be performed or observed and Lessee shall fail to remedy the same within thirty (30) days after Lessor shall have given to Lessee written notice specifying such neglect or failure (or within such additional period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within said thirty (30) day period); then in any such event, Lessor shall have the right at its election, then or at any time thereafter, and while such event of default shall continue, and without limiting Lessor in the exercise of any other right or remedy Lessor may have on account of such default, either;
  1. To give Lessee written notice, of the termination of this Lease on the date of such notice or on any later date specified therein, and on the date specified in such notice, Lessee's right to possession of the Premises shall cease and this Lease shall thereupon be terminated; or
  2. Without demand or notice to reenter and take possession of the Premises, or any part thereof, and repossess the same as of Lessor's former estate, by summary proceedings or otherwise and expel Lessee and those claiming through or under Lessee, and remove all property therefrom and the Lessee shall remain liable for the equivalent of all Rent and additional rent reserved herein, less net proceeds, if any, of re-letting the Premises after deducting all Lessor's expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, reasonable legal expenses, reasonable attorney's fees, expenses of employees, alteration costs and expense of preparation for such re-letting. Lessee shall pay such sums to Lessor on the days on which the rent and additional rent would have been payable hereunder if this Lease had not been terminated, and Lessor shall be entitled to receive the same from Lessee on each such day. Any reentry as provided for herein shall be allowed by Lessee without hindrance; and Lessor shall not be liable in damages or guilty of trespass because of any such reentry.

**ARTICLE XVIII NO WAIVER**

No payment by Lessee or receipt by Lessor of an amount less than the monthly rent reserved in this Lease, shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check or any letter accompanying such payment of rent be deemed an accord and satisfaction, but Lessor may accept such payment without prejudice to Lessor's rights to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease and shall not be a waiver or a relinquishment for the future, of such covenant, but such covenant shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of any breach by Lessee of this Lease, shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless in writing and signed by Lessor. The delivery of the keys to the Premises to Lessor shall not operate as a termination of this Lease or as a surrender thereof.

**ARTICLE XIX LESSOR NOT LIABLE**

Lessee, for Lessee and Lessee's successors and assigns, hereby releases, relinquishes and discharges Lessor, its successors and assigns, its agents, servants and employees and Lessee agrees that neither Lessor, nor its successors, assigns, agents, servants or employees shall be liable for, and Lessee waives all claims for any claims, demands, damages and liability of any kind or nature whatsoever, arising out of, directly or indirectly, injury to or death of any person or persons and damage to or loss of any property, resulting from or caused by, directly or indirectly, and defect, deterioration, or change in the condition of the Premises or the property, or by the air conditioning or heating equipment, or any defect therein, or by any water, snow, frost or steam which may leak into, enter or flow into the Premises from any part of the property or from any source whatever or by excessive heat or cold or by falling plaster or other material, or by fire, explosion, smoke, or any other casualty, or broken glass, sewage, gas odors, or noise, or by the bursting or leaking of pipes or plumbing fixtures, or by any act or neglect of any other tenant or occupancy of any other portion of the property or their invitees or customers, or by any theft or burglary, or by the Premises or any other part of the property becoming out of repair or from any act or neglect of Lessor or its agents, servants or employees, or from any cause whatsoever, unless (i) Lessee gave Lessor at least fifteen (15) days prior notice (or such lesser reasonable time in the event of an emergency) of such condition provided that such condition is known by Lessee, (ii) it was Lessor's responsibility to cure such condition and cure of such condition was not beyond Lessor's control, and (iii) failure of Lessor to cure such condition was negligent, in which case Lessee shall have any and all remedies available at law or in equity including the right to claim for Lessee's damages as a result of Lessor's negligence.

**ARTICLE XX NOTICES**

All notices or other communications required hereunder shall be deemed effectively given when either hand delivered by Lessor or Lessor's agent to Lessee, or when deposited in the United States mail, in registered form return receipt requested, addressed to the parties as follows:

LESSOR: 1800 East, LLC  
2160 South 6<sup>th</sup> Street  
Springfield, Illinois 62703  
Attn: Kirk or Marilyn Jefferis

LESSEE: Sangamon County, Illinois  
200 North 9<sup>th</sup> Street - Room 200  
Springfield, IL 62701  
Attn: Brian McFadden



## **ARTICLE XXI GENERAL PROVISIONS**

Notwithstanding any terms to the contrary, the following general provisions shall be obligatory by and between Lessor and Lessee.

1. A. Lessee shall furnish janitorial service and supplies for its leased area.
- B. Lessee shall have the right to printed fixed panel signage space allowed on the exterior sign(s), if any, provided for by the Lessor at Lessee's expense. This shall be done in accordance with local sign ordinance. The signage on the exterior sign(s) shall be prepared and installed by a sign company approved by Lessor for purposes of maintaining consistent materials and presentation.
2. If said Premises are not in good tenantable condition at any time during the term of this lease, not resulting from the negligent or intentional conduct of Lessee, its agents, or employees, Lessor will place said Premises in good and tenantable condition within thirty (30) days after notice by Lessee. If after proper notice to the Lessor by the said Lessee, and the expiration of thirty (30) days, the said Lessor has not attempted to cure any defects designated by Lessee, then Lessee may cure the defects at his own expense and deduct expenses from the monthly payments for rent until said amount is paid in full.
3. Lessor will immediately remove and/or correct any security, safety, or health hazards not caused by the negligent or intentional acts of Lessee, its agents, or employees. Upon refusal or negligence of the Lessor to comply with such order, within twenty four hours, the Lessee may promptly remedy such hazards and deduct the cost and expense thereof from the rents which may become due and payable thereafter to the Lessor until the Lessee is fully reimbursed.
4. Lessor shall provide and pay for:
  - a. the monitored fire detection system throughout the building and maintenance of same as required by state and local law including the fire extinguishers for the common area of the building
  - b. all grass cutting and shrubbery maintenance
  - c. all parking lot maintenance and snow removal
  - d. exterior window cleaning
  - e. exterminating of interior common area and exterior of the building
  - f. service and maintenance of all mechanical equipment in the building owned by Lessor
  - g. cleaning of common areas
  - h. trash dumpster for usual and customary office trash
  - i. 24 hour monitored burglary alarm system for entire building

**ARTICLE XXI GENERAL PROVISIONS** - continued

5. Lessor agrees that, prior to the date of this lease, it shall be responsible for (i) bringing the building and property, including the Premises, into compliance with all applicable laws, including, without limitation, the Americans With Disabilities Act, all zoning ordinances and all laws with respect to hazardous materials, (ii) ensuring that the building, property and Premises and all electrical systems, heating and air conditioning systems and other systems therein shall be in good working order and condition, and (iii) completing, the list of improvements contained in Exhibit B.

Lessor agrees throughout the term of the lease to abide by and comply with all federal, state, and local codes, ordinances, statutes, Lessor imposed rules for the building, and laws which may apply to the Premises.

6. Lessee agrees that this Lease shall be subject and subordinate to the operation and effect of all terms and conditions contained in any mortgage, trust deed or ground lease or other security instrument now or hereafter placed upon the Premises, the property or any portion thereof, and to any and all advances to be made thereunder; provided that as to any mortgage trust deed or ground lease or other security instrument hereafter placed upon the Premises, the mortgagee, trustee, ground lessor or secured party thereunder shall agree to recognize Lessee's leasehold estate in the event of any foreclosure, cancellation or termination of said instrument as long as Lessee is not then in default hereunder. Lessee further agrees that this Lease shall not be or become prior to any mortgages, trust deeds or ground leases that may heretofore or hereafter be placed on the Premises. Lessee shall execute, acknowledge and deliver whatever instruments may be required for the above purposes, and if Lessee fails to do so within ten (10) days after written demand, Lessee does hereby make, constitute and irrevocably appoint Lessor as its attorney-in-fact to execute, acknowledge and deliver the same.

In the event of any (i) sale, transfer or assignment of all or part of Lessor's interest in all or part of the Property; (ii) proceedings brought for the foreclosure of any mortgage, trust deed or other security instrument, or for the exercise of any power of sale under any mortgage, trust deed, or other security instrument covering all or part of the Property; or (iii) any cancellation or termination of any ground or underlying lease covering all or part of the Property, and provided that the successor in interest to Lessor agrees to recognize the Lessee's leasehold estate (provided Lessee is not then in default hereunder) Lessee shall (a) attorn to and recognize as Lessor hereunder any such purchaser, assignee, transferee, foreclosing mortgagee, trust beneficiary, secured party, purchaser at any public or private foreclosure sale or ground or underlying lessor, and (b) Lessee shall execute, acknowledge and deliver whatever instruments may be required for the above purposes, and if Lessee fails to do so within ten (10) days after written demand, Lessee does hereby make, constitute and irrevocably appoint Lessor as its attorney-in-fact to execute, acknowledge and deliver the same.

7. The parties hereby represent and warrant that the only real estate brokers involved in the negotiation and execution of this lease are Cityscape Real Estate, Inc, who represents Lessor, and that no other party is entitled, as a result of the actions of the respective party, to a commission or other fee resulting from the execution of this lease. Each party shall indemnify the other from any and all liability for the breach of this representation and warranty on its part and shall pay any compensation to any other broker or person who may be entitled thereto. Lessor shall pay any commissions due the Brokers based on this transactions contemplated by this lease.

IN WITNESS WHEREOF, Lessor has executed the foregoing lease and Lessee has caused the same to be executed on the date stated below, in the city of Springfield, County of Sangamon, and State of Illinois, and the aforesaid agreement shall be binding upon the heirs, executors, and assigns of the respective parties.

LESSOR: 1800 East LLC

\_\_\_\_\_ Date \_\_\_\_\_  
Kirk Jefferis

\_\_\_\_\_ Date \_\_\_\_\_  
Marilyn Jefferis

LESSEE: Sangamon County, Illinois

\_\_\_\_\_ Date \_\_\_\_\_  
By: \_\_\_\_\_ Its \_\_\_\_\_

## Exhibit B

Awning above front door or install larger scupper and downspout over door

Change handle/lock for:

- front door (key cylinder on outside, button lock on inside)
- garage from vestibule
- south office in hallway (swap with north office lockset)
- north office in hallway (swap with south office lockset)
- front offices (key cylinder on outside, button lock on inside)

Install wall base in hallway and end office

Install matching blinds for windows that have none

Center room: varnish west wall. Paint the two smaller rooms. Hang the sliding closet doors in the center room. Paint the hanging doors with chalkboard paint. Add one (1) quad outlet in each of the two closets.

Install closet door and locking handle in end office (electrical closet)

Add light fixtures for east parking lot

Make sure drain in wash bay works

Finish paint in hallway

Install hallway door near drinking fountain

Fence and clean up parking lot east of building

Expand parking area east of building

Remove items and clean up inside garage

Remove fence from inside garage

Finish masonry and trim of west windows. Repair south window rubber trim.