

SPECIAL OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Keith McDonald, Chairman
Members: Paul Arena, John Butitta,
Valerie Hanserd, Joe Hoffman,
Jaime Salgado, Michael Thompson

DATE: THURSDAY, JULY 25, 2024
TIME: 5:30 PM

LOCATION: CONFERENCE ROOM 815
BEHIND COUNTY BOARD ROOM
COUNTY COURTHOUSE
400 WEST STATE STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes - None
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgment by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing the Execution of an Industrial Building Lease by and between the County of Winnebago, Illinois and JMD Real Estate Holdings, LLC for the property located at 516 Green Street, Rockford, Illinois
- F. Future Agenda Items
- G. Adjournment



Resolution Executive Summary

Committee Date: Thursday, July 25, 2024
Committee: Operations & Administrative
Prepared By: Chris Dornbush

Document Title: Resolution Authorizing the Execution of an Industrial Building Lease by and between the County of Winnebago, Illinois and JMD Real Estate Holdings, LLC for the property located at 516 Green Street, Rockford, Illinois

Board Meeting Date: Thursday, July 25, 2024

Budget Information:

Budgeted? No	Amount Budgeted? No
Building – Garage Area (\$2,500 per month plus prorated tax portion)	
If not, originally budgeted, explain the funding source? NA	
If ARPA or CIP funded, original Board approved amount? NA	
Over or Under approved amount? NA	By: \$
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes:	Descriptor:
Budget Impact? \$2,500 / month plus prorated tax portion	

Background Information:

This lease agreement is for 516 Green Street, specifically to be able to utilize the garage space on the south part of the building as well as the surrounding 1/3 of the parking lot for \$2,500 per month (\$30,000 annually plus the prorated portion of taxes). An optional addition can include the Dock Area for \$750 per month (\$9,000 annually plus the prorated portion of taxes) and 1/3 of the parking lot. Another potential lease would be the north half of the building that is also being discussed for a temporary location for the Law Enforcement Training Facility (currently located at 720 Chestnut Street), which is anticipated to also be \$2,500 per month (\$30,000 annually plus the prorated portion of taxes) plus 1/3 of the parking lot. The County has a need for additional space for several departments; Highway (store some of their equipment inside to prolong its life), Sheriff (impounded vehicles & equipment, which would be relocated from 720 Chestnut Street), County Clerk (utilize space & docking doors for their election equipment, due to the Public Safety Building (PSB) being renovated, which is where it's currently being stored). Some factors that are affecting the timeline would be that the County needs to have everything vacated by early August of the 720 Chestnut Street building that was sold to Rock Valley College in March of 2023 and the PSB renovation should begin by the end of 2024, which stored the election equipment on the 1st floor.

Recommendation:

Administration supports the Lease of space to assist other Offices who are needing space for operations.

Contract/Agreement:

Yes

Legal Review:

Yes

Follow-Up:

Staff can follow-up with any questions that the Committee or entire Board has.

Board Office

404 Elm Street, Rm 533, Rockford, IL 61101 | www.wincoil.gov
Phone: (815) 319- 4225 | E-mail: boardoffice@admin.wincoil.gov

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2024 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INDUSTRIAL BUILDING
LEASE BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND JMD
REAL ESTATE HOLDINGS, LLC FOR THE PROPERTY LOCATED AT 516 GREEN
STREET, ROCKFORD, ILLINOIS**

WHEREAS, the County of Winnebago, Illinois (County) is seeking to enter into a Industrial Building Lease (Lease) with JMD Real Estate Holdings, LLC (JMD) to assist with the space needs of several County Departments; and

WHEREAS, JMD has a property located at 516 Green Street, Rockford, Illinois that is available to lease and has adequate space to assist with the needs of the Sheriff's Office, County Highway Department, and the County Clerk's Office; and

WHEREAS, the initial lease for the Building – Garage Area (south part of the building) and the Premises – Parking Lot term will be for five (5) years with a cost of \$2,500 per month for the first year and then increase each year thereafter based upon the agreed amount within the Lease, as **EXHIBIT A**; and

WHEREAS, if additional space is needed, the Lease references the option to expand the square footage to the east part of the building, "Dock Area" as referenced in the Lease; and

WHEREAS, if additional space is needed, the Lease references the option to expand the square footage to the north half of the building, "Expansion Space" as referenced in the Lease; and

WHEREAS, the Operations and Administrative Committee of the County Board of the County of Winnebago, Illinois, having conferred with the County Administration, has determined that it is in the best interests of the County to lease said property from JMD.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, Illinois to execute all the documents necessary and approved by the Winnebago County State's Attorney's Office to lease the building and premises located at 516 Green Street, Rockford, Illinois in substantially the same form as attached hereto as, **EXHIBIT A** and referenced as, "Industrial Building Lease".

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator, County Finance Director, County Purchasing Director, County Chief Operating Officer, and County Auditor.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chair

Keith McDonald, Chair

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

Paul Arena

Paul Arena

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

Michael Thompson

Michael Thompson

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2024.

ATTEST:

Joseph V. Chiarelli, Chairman of the County Board of the County of Winnebago, Illinois

Lori Gummow, Clerk of the County Board of the County of Winnebago, Illinois

INDUSTRIAL BUILDING LEASE

This **INDUSTRIAL BUILDING LEASE** (this “Lease”) is made and entered into as of _____, 2024 (the “Effective Date”), by and between **JMD REAL ESTATE HOLDINGS, LLC**, an Illinois limited liability company (“Landlord”), and the **COUNTY OF WINNEBAGO, ILLINOIS**, a body politic and corporate (“Tenant”) (each referred to herein as a “party” and collectively as the “parties”).

Whereas, Landlord, in consideration of the covenants hereinafter set forth, does hereby lease and let unto Tenant, and Tenant does hereby lease and take from Landlord, that certain space shown and designated in the building (the “Building”) and the outdoor storage area as set forth on the site plan attached hereto as Exhibit A and made a part hereof (the “Premises”), located at the Building with a common address of 516 Green Street, Rockford, Illinois 61102 and a Permanent Index Number 11-22-481-002 (the “Property”); and

As used in this Lease (i) the land (including, without limitation, all easement areas appurtenant thereto) on which the Building is located is herein called the “Property”; and, (ii) the Land, the Building, any and all other buildings and improvements, all personal property of Landlord used in connection with the operation or maintenance thereof which is located therein and thereon, and the appurtenant parking facilities, if any, are herein together called the “Property”; and

Whereas, Landlord and Tenant acknowledge and agree that, for purposes of this Lease, the Building – Garage Area and Premises are comprised of approximately +/-25,402 square feet for the Building – Garage Area and approximately +/-60,726 square feet for the Premises – Parking Lot, as described and set forth on Exhibit A, to be used for storage, general warehousing, training, office and administrative use, outside storage and parking for vehicles and trucks; and

Tenant hereby accepts this Lease and the Premises on the covenants and conditions set forth herein and subject to any encumbrances, covenants, conditions, restrictions, and other matters of record and all applicable zoning, municipal, county, state, and federal laws, ordinances, and regulations, from time to time governing and regulating the Premises and the use thereof.

NOW THEREFORE, TO HAVE AND TO HOLD THE SAME, the parties hereto agree that the above recitals are a material part of this Lease and are hereby incorporated herein, and further agree as follows:

Article 1 – Base Rent and Term

1.1 Base Rent. In consideration of Tenant’s leasing of the Premises, Tenant agrees to pay to Landlord the following base rent (“Rent”):

a. For the first (1st) year of the Term, the annual Base Rent for the Premises will be equal to Thirty Thousand and 00/100 Dollars (\$30,000.00), payable monthly on the first day of each month, in advance, in equal installments of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00).

b. Tenant's payments of Rent will commence on the first day of the Term and will continue on the first day of each and every month thereafter for the next succeeding months during the balance of the Term. If the Term commences on a date other than the first day of a calendar month or ends on a date other than the last day of a calendar month, monthly rent for the first month of the Term or the last month of the Term, as the case may be, will be prorated based on the ratio that the number of days in the Term within such month bears to the total number of days in such month.

c. Commencing in the second (2nd) year of the Term and each subsequent year of the Term, the amount of Base Rent to be paid by Tenant to Landlord shall increase over the prior years' Base Rent payment at a rate of the Consumer Price Index for All Urban Consumers (CPI-U) at the year ending in May, up to a maximum of three percent (3%) annually, including any Extension Term (as defined below).

1.2 Initial Term. The initial Term of this Lease is five (5) years, commencing on [TBD], 2024 (the "Commencement Date"), and ending on [TBD], 2029, unless sooner terminated or unless extended, in each case in the manner provided herein (the "Initial Term"), subject to the covenants and agreements hereinafter contained.

1.3 Option to Extend. Tenant shall have the option to extend the Initial Term for an additional period of five (5) years (the "Extension Term") with not less than sixty (60) days written notice to Landlord prior to the expiration of the Initial Term. Tenant may exercise its option to extend the Lease at any time during the Initial Term.

1.4 Term. Throughout this Lease, the Initial Term and the Extension Term shall collectively be referred to herein as the "Term."

1.5 Option to Expand Premises. The Premises is located adjacent to another space consisting of approximately 22,571 square feet which is currently vacant (the "Expansion Space") referred to in Exhibit A, as "Expansion Space – Office & Training Area". During the Term of the Lease, if Tenant is not then in default under this Lease beyond any applicable cure period, Landlord shall promptly transmit to Tenant, prior to offering to lease, or accepting offers to lease, from any other parties, in writing the basic terms and conditions of its intended Expansion Space leasing offer. Tenant shall have twenty-one (21) business days after receipt of Landlord's notice to indicate to Landlord in writing Tenant's agreement to lease the Expansion Space on the basic terms and conditions stated in Landlord's notice, and if Tenant so agrees, Landlord shall lease the Expansion Space to Tenant on the basic terms and conditions stated in the notice. The non-monetary terms of the Expansion Space lease shall mirror the terms hereof (except with regard to renewal options), but the termination date with respect to the Expansion Space shall be coextensive with the termination date of this Lease in any event. The monetary terms of the lease for the Expansion Space shall be no less than the amount of Rent paid by Tenant under this Lease. If Tenant does not indicate its agreement with said twenty-one (21) business days, Tenant's right of first opportunity on the Expansion Space described in Landlord's notice shall expire and Tenant shall relinquish rights to expand into the Expansion Space, and Landlord's notice shall forever be of no further force and effect.

Additionally, prior to Landlord offering lease or accepting lease offers to lease, from any other parties, Tenant shall have sixty (60) days from the Effective Date of this Lease, to exercise its option to lease

the “Dock Area”, referred to in Exhibit A, for an additional cost of \$750.00 per month. The termination date with respect to the Dock Area shall be coextensive with the termination date of this Lease in any event.

1.6 Right of First Refusal to Purchase Property.

a. Grant. If Tenant is not then in monetary or material non-monetary default beyond any applicable notice and cure periods under this Lease and if permitted under the terms of any laws or rules applicable to Landlord, at any time that Landlord determines to and is legally empowered to sell the Property or receives an offer to purchase the Property upon terms and conditions acceptable to Landlord, Tenant shall have the first right to purchase the premises upon the terms and conditions selected by Landlord, or upon the same terms and conditions as set forth in any *bona fide* offer to purchase acceptable to or accepted by Landlord subject to Tenant’s rights under this Section.

b. Manner of Exercising Right of First Refusal. At any time Landlord decides to sell the Property, or receives an offer to purchase upon terms and conditions acceptable to Landlord, Landlord shall give written notice to Tenant in the manner provided above. Within twenty-one (21) business days after this notice, Tenant may give written notice to Landlord of its intention to purchase upon the same terms and conditions as those set forth in the notice.

c. Closing. The closing (the “Closing”) of the purchase of the Property shall mean the date on which the Property is sold to Tenant by Landlord. The Closing date shall be set by the mutual agreement of Landlord and Tenant for a date which is not later than ninety (90) days after the date the Right of First Refusal is exercised, or the date for Closing contained in the acceptable offer to purchase, whichever shall be sooner.

Article 2 – Tenant Expenses

2.1 Expenses. Except as provided by 2.2 below and in addition to insurance and other expenses of Tenant as described in this Lease, Tenant is responsible for, and shall pay directly when due, all costs and expenses for cleaning, real estate taxes ; the cost of snow and ice removal; mowing, planting and replacing vegetation, flowers and landscaping; the cost of telephone, gas, cable television, Internet services, electricity, all costs of heating and cooling, and the cost of any other utility used for or on the Premises; refuse removal, water, and sewer service to the Premises; as well as all costs related to Tenant repairs and maintenance described in Articles 4 and 9 below.

2.2 Separately Metered Utilities. To the extent possible, electricity and gas service will be separately metered to the Premises and charged directly to Tenant. Tenant will pay any and all such charges when due and prior to the attachment of any lien or other collection action being taken by the utility providing such service. To the extent that electric, gas, water and sewer service are not separately metered to the Premises, Landlord will bill Tenant from time to time for electric, gas, water and sewer service attributable to the Premises, as reasonably determined by Landlord, and Tenant will pay any and all such amounts billed by Landlord pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. (the “Prompt Payment Act”). In addition, to the extent that the Premises shares certain electric service with Landlord, Landlord will reimburse Tenant from time to time for electric service attributable to Landlord’s use of the share electric service as

reasonably determined by Landlord. All such payments will constitute Rent hereunder; provided, however, that the parties acknowledge and agree that payments for electricity and gas service will not be due and payable to Landlord, unless Tenant defaults in its payment obligations to the appropriate utilities and, after notice and an opportunity for Tenant to cure as provided herein, Landlord makes such payment itself.

2.3 Additional Rent. Further, Tenant will pay, also as additional Rent, all other sums and charges required to be paid by Tenant under this Lease, or other charges reserved under this Lease or as a result of Landlord’s receipt of such rents or other charges accruing under this Lease; provided, however, that Tenant will have no obligation to pay any taxes incurred by or on behalf of Landlord.

2.4 Real Estate Taxes. The Tenant shall pay the Real Estate Taxes only for the leased space occupied in the Building prorated by square footage of the Building footprint and each space shall be responsible for one-third (33.33%) of the “Premises – Parking Lot” on a one-third share basis as designated in **EXHIBIT A**, by the 3 spaces; Expansion Space, Building – Garage Area, Building – Dock Area. It shall follow the below formula:

FORMULA EXAMPLE				Real Estate Property Taxes
SPACE	Sq Ft		Sq Ft %	\$ 11,000.00
Expansion Space	2,571	Sq Ft	21%	\$ 2,284.12
Premises - Parking Lot (33.33%)	20,242	Sq Ft	19%	\$ 2,048.43
Building - Garage Area	18,504	Sq Ft	17%	\$ 1,872.55
Premises - Parking Lot (33.33%)	20,242	Sq Ft	19%	\$ 2,048.43
Building - Dock Area	6,898	Sq Ft	6%	\$ 698.06
Premises - Parking Lot (33.33%)	20,242	Sq Ft	19%	\$ 2,048.43
TOTAL SQ FT		108,699	100%	\$ 11,000.00

Article 3 – Overdue Amounts; Rent Independent

3.1 Interest on Past Due Obligations. Any installment of Rent or other charges to be paid by Tenant accruing under the provisions of this Lease that will not be paid when due, will bear interest as outlined under the Prompt Payment Act

3.2 Rent Independent. Tenant’s covenant to pay the Rent is independent of any other covenant, condition, provision, or agreement herein contained. Except as otherwise herein expressly provided, nothing herein contained will be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord. Rent will be payable without deduction, offset, prior notice, or demand, in lawful money of the United States.

Article 4 – Possession; Use; Repair and Maintenance

4.1 **Prohibition on Conduct of Business Prior to Commencement Date.** Tenant will not accept delivery of any product at the Premises or commence the conduct of any business from the Premises until the Commencement Date, unless agreed upon by the parties.

4.2 **Repair and Maintenance.** Except as expressly provided in this Lease, specifically Articles 2, 4 and Section 5.1, Tenant, upon the Commencement Date, will have and hold the Premises as the same will then be, without any liability or obligation on the part of Landlord for making any alterations, improvements, or repairs of any kind in or about the Premises for the Term (including, without limitation, any extension or renewal thereof), and Tenant agrees to maintain the Premises and all parts thereof in a good and sufficient state of repair as required by the provisions of this Lease. .

4.3 **Effect of Possession.** If and to the extent applicable hereunder, Tenant's acceptance of possession of the Premises on the Commencement Date will be deemed conclusively to establish that the Premises, and all other improvements of the Property required to be constructed by Landlord for use thereof by Tenant hereunder, are in conformity with the provisions of this Lease in all respects. Notwithstanding the foregoing, Tenant shall have a period of up to thirty (30) days following delivery of possession to report any discoverable defects in the Premises to Landlord, which Landlord will promptly repair. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or the Property, except as expressly set forth in this Lease, with respect to the suitability or fitness of either for the conduct of Tenant's business, or for any other purpose. Nothing contained in this Article 4 will affect the commencement of the Term or the obligation of Tenant to pay any Rent due under this Lease.

4.4 **Use.** The Premises will be used for storage, general warehousing, training, office and administrative use, inside/outside storage and parking for vehicles and trucks, and for carrying on such activities as may be incidental thereto; provided, however, that Tenant may not use or occupy the Premises, or permit the Premises to be used or occupied, contrary to any laws, statutes, ordinances, or governmental rules or regulations applicable thereto, or in any manner that would violate any certificate of occupancy or permit affecting the same, or that would cause structural injury to the Premises or cause the value or usefulness of the Premises, or any part thereof, substantially to diminish (reasonable wear and tear excepted) or that would constitute a private or public nuisance or waste, and Tenant agrees that it will promptly, upon discovery of any such use, take all necessary steps to compel the discontinuance of such use. Landlord shall provide copies of the annual fire alarm inspection and fire sprinkler inspection reports to the County yearly.

4.5 **Compliance with Environmental Laws.** Tenant will not negligently cause or permit the escape, disposal, or release of any biologically or chemically active or other hazardous substances or materials in, on, or around the Premises or the Property, or any part thereof or in the vicinity thereof. Tenant will not allow the storage or use of such substances or materials in violation of applicable Environmental Laws and by commercially reasonable standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Property any such materials or substances except to use in the ordinary course of Tenant's business (but still subject to the aforesaid obligations regarding the storage and use thereof), and then only after written notice is given to Landlord of the identity of such substances or materials. Hazardous substances and material

will include, without limitation, those described in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. §9601, *et seq.*; the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. §6901, *et seq.*; any applicable state or local laws and the regulations adopted under these acts. The aforesaid covenants will survive the expiration or earlier termination of the Term.

Article 5 – Services

5.1 **Services Provided by Landlord.** Subject to the provisions of Articles 2 and 4, Landlord will provide the following services hereunder: Landlord will maintain in reasonably good, clean order, condition, and repair, perform all reasonable maintenance, and make all reasonably required repairs and replacements to the roof, roof structure, roof vents, the foundation, the precast and steel structural components of the Property, the Building’s ventilating system, drains, downspouts, load-bearing walls, site drainage/storm water management systems, all underground utilities, exterior pavement (including parking facilities and driveways), heating and air conditioning units, floors, exterior walls of the Building any other major repairs that may be required.

5.2 **Other Provisions Relating to Services.** No interruption in, or temporary stoppage of, any of the aforesaid services caused by repairs, renewals, improvements, alterations, strikes, lockouts, labor controversy, accidents, inability to obtain fuel or supplies, or other causes will be deemed an eviction or disturbance of Tenant’s use and possession, or render Landlord liable for damages, by abatement of Rent or otherwise, or relieve Tenant from any obligation herein set forth, except to the extent caused by Landlord’s willful acts or gross negligence. In no event will Landlord be required to provide any heat, air-conditioning, electricity, or other service in excess of that permitted by voluntary or involuntary guidelines or laws, ordinances, or regulations of governmental authority.

5.3 **Right of Tenant to Perform.** If Landlord fails to perform any act on its part to be performed hereunder, including, without limitation, the failure to commence and complete repairs promptly and adequately, Tenant may, after fourteen (14) days’ written notice (or such shorter notice period as Tenant may reasonably determine in the event of an emergency), but will not be obligated to do so, and without waiving or releasing Landlord from any obligations of Landlord, perform any such act on Landlord’s part to be made or performed as in this Lease provided. All sums so paid by Tenant and all necessary incidental costs, together with an administrative charge in the amount of five percent (5%) percent of any costs incurred by Tenant, will be payable to Tenant by Landlord on demand, and Landlord covenants to pay all such sums.

Article 6 – Insurance

6.1 **Landlord’s Casualty Insurance Obligations.** Landlord will keep the Property insured for the benefit of Landlord in an amount equivalent to the full replacement value thereof (excluding foundation, grading, and excavation costs) against

- a. loss or damage by fire;
- b. such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to buildings and improvements similar in construction, general

location, use, occupancy, and design to the Property, including, but without limiting the generality of the foregoing, windstorms, hail, explosions, vandalism, malicious mischief, civil commotion, and such other coverage as Landlord may deem appropriate or necessary, providing such additional coverage is obtainable and providing such additional coverage is customarily carried with respect to buildings and improvements similar in construction, general location, use, occupancy, and design to the Property; and

c. if Landlord so chooses, rent interruption insurance, insuring against loss of all or any portion of the Rent due and payable hereunder, for up to twelve (12) months.

These insurance provisions will in no way limit or modify any of the obligations of Tenant under any provision of this Lease. Landlord agrees that such policy or policies of insurance will permit releases of liability as provided herein and/or waiver of subrogation clauses as to Tenant. Landlord waives, releases, and discharges Tenant, and its agents, employees, and servants, from all claims or demands whatsoever that Landlord may have or acquire arising out of damage to or destruction of the Property or loss of use thereof, occasioned by fire or other casualty, whether such claim or demand may arise because of the negligence or fault of Tenant, or its agents, employees, servants, customers, or business invitees or otherwise, and Landlord agrees to look to the insurance coverage only in the event of such loss. Notwithstanding the foregoing, Tenant will be obligated to pay the rental called for hereunder in the event of damage to or destruction of the Premises or the Property, if such damage or destruction is occasioned by the negligence or fault of Tenant, or its agents or employees. Insurance premiums paid for insurance coverage required under this Article 6 by Landlord will be a portion of the "Expenses" described in Article 2.

6.2 Tenant's Casualty Insurance Obligations. Tenant will be solely responsible for determining the amounts and scope of insurance coverage, if any, Tenant deems necessary in connection with the insuring of its machinery, equipment, furniture, fixtures, and personal property (also including property under the care, custody, or control of Tenant) that may be located in, on, or about the Premises against:

- a. loss or damage by fire; and
- b. such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to a tenant's or Tenant's machinery, equipment, furniture, fixtures, personal property, and business located in a building similar in construction, general location, use, occupancy, and design to the Property, including, but without limiting the generality of the foregoing, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion, and such other coverage as Tenant may deem appropriate or necessary.

6.3 Landlord's Liability Insurance Obligations. Landlord will, as a portion of the Expenses defined in Article 2, maintain, for its benefit and the benefit of its managing agent, commercial general liability insurance against claims for personal injury, death, or property damage occurring on, in, or about the Property, such insurance to afford protection to Landlord and its managing agent.

6.4 Tenant's Liability Insurance Obligations. Tenant will, at Tenant's sole cost and expense, but for the mutual benefit of Landlord, Landlord's members, Landlord's managing agent, any Mortgagee,

or other party reasonably requested by Landlord, and Tenant, maintain commercial general liability insurance against claims for personal injury, death, or property damage occurring on, in, or about the Premises, such insurance to afford protection to Landlord, Landlord's members, Landlord's managing agent, any Mortgagee or other party reasonably requested by Landlord, and Tenant to the limit of not less than \$3,000,000.00 in respect to the injury or death to a single person, to the limit of not less than \$3,000,000.00 in respect to the injury or death to any one accident, and to the limit of not less than \$5,000,000.00 in respect to any property damage. All of Tenant's insurance will be written by companies rated at least A-VII by A.M. Best Company and otherwise reasonably satisfactory to Landlord, and with deductibles reasonably satisfactory to Landlord, and will name Landlord, Landlord's members, Landlord's managing agent, any Mortgagee, or other party reasonably requested by Landlord as additional insureds thereunder. Tenant will deliver a certified copy of each policy, or other evidence of insurance reasonably satisfactory to Landlord, (a) on or before the Commencement Date (and prior to any earlier occupancy by Tenant), (b) not later than thirty (30) days prior to the expiration of any current policy or certificate, and (c) at such other times as Landlord may reasonably request. If Landlord allows Tenant to provide evidence of insurance by certificate, Tenant will deliver an ACORD Form 27 (or equivalent) certificate and will attach or cause to be attached to the certificate copies of the endorsements required under this Article 6 (including, without limitation, the "additional insured" endorsement). The coverage provided by Tenant's insurance will be deemed primary to any liability coverage secured by Landlord. Such insurance will also afford coverage for all claims based on acts, omissions, injury, or damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Premises and this Lease on a "per location" basis.

6.5 Indemnification.

6.5.1 Tenant agrees to indemnify, protect, defend, and hold Landlord and Landlord's directors, members, agents, employees, lenders, and agents harmless from and against any and all claims, costs, expenses, liabilities, actions, and damages, including, without limitation, costs on behalf of any person or persons, firm or firms, corporation or corporations, arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this Lease, or arising from any act or negligence on the part of Tenant, or its agents, employees, servants, customers, business invitees, or contractors, or arising from any accident, injury, or damage to the extent caused by Tenant, or its agents, employees, servants, customers, business invitees, or contractors, to any person, firm, or corporation, occurring during the Term or any renewal thereof, in or about the Premises or the Property. Said indemnification does not include attorneys' fees.

6.5.2 Landlord agrees to indemnify, protect, defend, and hold Tenant and Tenant's directors, shareholders, members, agents, employees, servants, lenders, and managing agents harmless from and against any and all claims, costs, expenses, liabilities, actions, and damages, including, without limitation, costs on behalf of any person or persons, firm or firms, corporation or corporations, arising from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to

be performed, pursuant to the terms of this Lease, or arising from any act or negligence on the part of Landlord, or its agents, employees, servants, customers, business invitees, or contractors, or arising from any accident, injury, or damage to the extent caused by Landlord, or its agents, employees, servants, customers, business invitees, or contractors, to any person, firm, or corporation, occurring during the Term or any renewal thereof, in or about the Premises or the Property. Said indemnification does not include attorneys' fees.

6.6 Landlord's Deductible. Anything in this Lease to the contrary notwithstanding, in the event any damage to the Property results from any act or omission of Tenant, or its agents, employees, servants, customers, or business invitees, and all or any portion of Landlord's loss is "deductible," Tenant will pay to Landlord the amount of such deductible loss.

6.7 Tenant's Property. All property in the Property or on the Premises belonging to Tenant, or its agents, employees, or invitees, or otherwise located at the Premises, will be at the risk of Tenant only. Landlord will not be liable for damage thereto or theft, misappropriation, or loss thereof, and Tenant agrees to defend and hold Landlord, and its agents, employees, and servants, harmless and indemnify them against claims and liability for injuries to such property.

6.8 Tenant's Failure To Insure. In the event, after five (5) days' written notice, Tenant fails to provide Landlord with evidence of insurance required under this Article 6, Landlord may, but will not be obligated to, without further demand on Tenant, and without waiving or releasing Tenant from any obligation contained in this Lease, effect such insurance. Tenant agrees to repay, upon demand, all such sums incurred by Landlord in effecting such insurance. All such sums will become a part of the Rent payable hereunder, but no such payment by Landlord will relieve Tenant from any default under this Lease.

Article 7 – Certain Rights Reserved by Landlord

7.1 Rights Reserved by Landlord. Landlord reserves the following rights, exercisable without notice and without liability to Tenant, and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession, or giving rise to any claim for setoff or abatement of Rent:

a. Control Signage. Subject to the terms of §16.23, to control, install, affix, and maintain any and all signs on the Property, or on the exterior of the Property, and in any common corridors, entrances, and other common areas thereof, except those signs within the Premises not visible from outside the Premises.

b. Restrict Services. To reasonably designate, limit, restrict, and control any service in or to the Property, including, without limitation, the designation of sources from which Tenant may obtain sign painting and lettering. Any restriction, designation, limitation, or control imposed by reason of this subparagraph will be imposed uniformly on Tenant and other tenants or Tenants occupying space in the Property.

c. Retain Keys. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises (except for keys to dock doors that will not be retained by Landlord until termination or expiration of this Lease). Except with respect to dock doors as provided above, no locks will be changed without the prior written consent of Landlord, and keys to any and all new locks will be immediately delivered to Landlord. This provision will not apply to Tenant's safes or other areas maintained by Tenant for the safety and security of moneys, securities, negotiable instruments, stored vehicles or equipment inside the building or similar items. Landlord shall not have access to the impound/evidence portion of the Building.

d. Make Repairs. To make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Property, or any part thereof, and for such purposes to enter on the Premises, and during the continuation of any of such work, to temporarily close doors, entryways, public spaces, and corridors in the Property and to interrupt or temporarily suspend services and facilities, provided, however, Landlord shall use commercially reasonable efforts not to prevent Tenant's access to the Premises and to not disturb the operation of Tenant's business Landlord shall give Tenant reasonable advance notice other than in the event of an emergency.

7.2 Emergency Entry. Landlord and its agents may enter the Premises at any time in case of emergency and will have the right to use any and all means that Landlord may deem proper to open such doors during an emergency in order to obtain entry to the Premises. Any entry to the Premises obtained by Landlord in the event of an emergency will not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or detainer of, the Premises, or to be an eviction of Tenant from the Premises or any portion thereof.

7.3 Right of Landlord to Perform. All covenants and agreements to be performed by Tenant under any of the terms of this Lease will be performed by Tenant at Tenant's sole cost and expense and without any abatement of Rent. If Tenant will fail to pay any sum of money (other than Rent due Landlord) required to be paid by it hereunder or will fail to perform any other act on its part to be performed hereunder, including, without limitation, the failure to commence and complete repairs promptly and adequately, and the failure to remove any liens or otherwise to perform any act or fulfill any obligation required of Tenant under this Lease, Landlord may, after fourteen (14) days' written notice (or such shorter notice period as Landlord may reasonably determine in the event of an emergency), but will not be obligated to do so, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such act on Tenant's part to be made or performed as in this Lease provided. All sums so paid by Landlord and all necessary incidental costs, will be payable to Landlord by Tenant as Rent on demand, and Tenant covenants to pay all such sums. Landlord will have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of Tenant's nonpayment of such sums, as in the case of default by Tenant in the payment of Rent to Landlord.

Article 8 – Alterations and Improvements

8.1 Procedures for Tenant's Improvements. Tenant will not make any improvements, alterations, additions, or installations in or to the Premises or the outdoor storage area (the "Work") without Landlord's prior written consent, which consent will not be reasonably withheld, delayed or conditioned (other than in connection with "Major Work" (defined below) for which Landlord's

consent may be granted or withheld in Landlord's sole and absolute discretion). As used herein, the term "Major Work" will mean Work involving modifications to or affecting the structural; mechanical; electrical, plumbing; fire/life safety; or heating, ventilating, and air-conditioning systems of the Building; or modifications to any portion of the Property outside the interior of the Premises. Along with any request for Landlord's consent and before commencement of the Work or delivery of any materials to be used in the Work to the Premises or into the Property, Tenant will furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits, and licenses, an indemnification in such form and amount as may be reasonably satisfactory to Landlord, and, with respect to third-party contractors performing work, a performance bond executed by a commercial surety reasonably satisfactory to Landlord, and in an amount equal to the Work and the payment of all liens for labor and material arising therefrom. Tenant agrees to defend and hold Landlord forever harmless from any and all claims and liabilities of any kind and description that may arise out of or be connected in any way with such improvements, alterations, additions, or installations. All Work will be done only by contractors or mechanics reasonably approved by Landlord and at such time and in such manner as Landlord may from time to time reasonably designate.

All Work done by Tenant, or its agents, employees or contractors, will be done at Tenant's sole cost and expense, and will be completed in such a manner as to avoid labor disputes. Landlord has informed Tenant of the probability, if Tenant, or any of its contractors, subcontractors, sub-subcontractors, employees, or agents, should use or employ nonunion labor in connection with any Work, that such use may occasion labor disputes, work stoppages, or other delays or difficulties in Landlord's construction of the Property and the Leasehold Improvements, Landlord's management of the Property, or the fulfillment of other obligations of Landlord under this Lease and under other leases with respect to the Property. Upon completion of the Work, Tenant will furnish Landlord with contractors' affidavits or unconditional lien releases and full and final waivers of liens, and receipted bills covering all labor and materials expended and used. The Work will comply with all insurance requirements and all laws, ordinances, rules, and regulations of all governmental authorities and will be constructed in a good and workmanlike manner. Tenant will permit Landlord to inspect construction operations in connection with the Work. Tenant will not be allowed to make any alterations, modifications, improvements, additions, or installations if such action results or would result in a labor dispute or otherwise would materially interfere with Landlord's operation of the Property. Landlord, by written notice to Tenant given at or prior to the termination of this Lease, may require Tenant to remove any improvements, additions, or installation installed by Tenant in the Premises, at Tenant's sole cost and expense, and repair or restore any damage caused by the installation and removal of such improvements, additions, or installations; provided, however, the only improvements, additions, or installations that Tenant will remove will be those specified in such notice.

The above notwithstanding, the parties acknowledge and agree that after the Commencement Date, Tenant will, at its sole cost and expense, make certain improvements to the Premises, including installation of exterior fencing and surveillance equipment.

8.2 Mechanics Liens. Tenant will keep the Premises and the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Tenant. In the event Tenant elects to contest any mechanics liens, Tenant will indemnify, protect, defend, and hold Landlord

harmless from any liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by or at the direction of Tenant. In the event that Tenant does not, within fifteen (15) days following the imposition of any such lien, either cause such lien to be insured over in a manner reasonably acceptable to Landlord and to any Mortgagee or released of record by payment or by postponing a proper bond, Landlord will have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it will deem proper, including payment of and/or defense against the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith, including attorneys' fees and costs, will be payable as Rent to Landlord by Tenant on demand, with interest at the Interest Rate accruing from the date paid or incurred by Landlord until reimbursed to Landlord by Tenant.

Article 9 – Tenant's Repairs

9.1 **Tenant's Repair Obligations.** Tenant will, during the Term, at Tenant's expense, keep the Premises in as good order, condition, and repair as they were at the time Tenant took possession of the same, reasonable wear and tear and damage from fire and other casualties excepted. Tenant will keep the Premises in a neat and sanitary condition and will not commit any nuisance or waste on the Premises or in, on, or about the Property, throw foreign substances in the plumbing facilities, or waste any of the utilities furnished by the Landlord. All uninsured damage or injury to the Premises, or to the Property, caused by Tenant's moving furniture, fixtures, racks, equipment, or other devices in or out of the Premises or Property or by installation or removal of furniture, fixtures, racks, equipment, devices, or other property of Tenant, or its agents, contractors, servants, or employees, due to carelessness, omission, neglect, improper conduct, or other cause of Tenant, or its servants, employees, agents, visitors, or licensees, will be repaired, restored, and replaced promptly by Tenant at its sole cost and expense to the reasonable satisfaction of Landlord. All repairs, restorations, and replacements will be in quality and class equal to the original work and will comply with all requirements of the Lease.

9.2 **Landlord's Inspection.** Landlord, or its employees or agents, will have the right to enter the Premises at any reasonable time or times for the purpose of inspection, cleaning, repairs, altering, or improving the same. However, nothing contained herein will be construed as imposing any obligation on Landlord to make any repairs, alterations, or improvements that are the obligation of Tenant.

9.3 **Joint Inspection upon Vacation.** Tenant will give written notice to Landlord at least thirty (30) days prior to vacating the Premises, for the express purpose of arranging a meeting with Landlord for a joint inspection of the Premises.

Article 10 – Assignment and Subletting

Tenant shall not sublet or assign any of the Premises without Landlord's prior written consent, which consent may be withheld by Landlord at its sole discretion. In the event Landlord consents to a sublease or assignment of the Lease hereunder, any subtenant or assignee must abide by all terms of this Lease and Tenant shall not Lease any or all of the Premises for storage or distribution of hazardous substances or materials in violation of applicable Environmental Laws, or in violation of Section 4.7 of this Lease. The subtenant or subtenants or assignee will agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions, and agreements of

this Lease to the extent of the space sublet or assigned, and Tenant will deliver to Landlord promptly after execution an executed copy of each such Lease or assignment and an agreement of compliance by each such subtenant or assignee. Consent by Landlord to any assignment of this Lease or to any subletting of the Premises will not be a waiver of Landlord's rights under this Article 10 as to any subsequent assignment or subletting.

Article 11 – Damage by Fire or Other Casualty

11.1 Tenantable Within 90 Days. If fire or other casualty will render the whole or any material portion of the Premises untenable, and the Premises can reasonably be expected to be made tenantable within ninety (90) days from the date of such event, then Landlord will repair and restore the Premises and the Property to as near their condition prior to the fire or other casualty as is reasonably possible within such 90-day period (subject to delays for causes beyond Landlord's reasonable control), and will notify Tenant that it will be doing so, such notice to be mailed within ten (10) days from the date of such damage or destruction. This Lease will remain in full force and effect, but the Rent for the period during which the Premises are untenable will be abated pro rata (based on the portion of the Premises that is untenable). If Landlord is required to repair the Property and/or the Premises as aforesaid, such work will be undertaken and prosecuted with all due diligence and speed.

11.2 Not Tenantable Within 90 Days. If fire or other casualty will render the whole or any material part of the Premises untenable, and the Premises cannot reasonably be expected to be made tenantable within ninety (90) days from the date of such event, then either party, by notice in writing to the other mailed within thirty (30) days from the date of such damage or destruction, may terminate this Lease effective upon a date within thirty (30) days from the date of such notice.

11.3 Property Substantially Damaged. In the event that more than fifty percent (50%) of the value of the Property is damaged or destroyed by fire or other casualty, and irrespective of whether damage or destruction can be made tenantable within ninety (90) days thereafter, then at Landlord's option, by written notice to Tenant, mailed within thirty (30) days from the date of such damage or destruction, Landlord may terminate this Lease effective upon a date within thirty (30) days from the date of such notice to Tenant.

11.4 Deductible Payments. If the Premises or the Property is damaged, and such damage is of the type insured against under the fire and special form property damage insurance maintained by Landlord hereunder, the cost of repairing such damage up to the amount of the deductible under such insurance policy will be included as a part of the Expenses. If the damage is not covered by such insurance policy and Landlord elects to repair the damage, then Tenant will pay Landlord a pro rata share of the "deductible amount" (if any) under Landlord's insurance policy, based on Tenant's Pro Rata Share of Expenses, and, if the damage was due to an act or omission of Tenant, Tenant will pay Landlord the entire amount of such deductible (if any) not to exceed \$25,000.

11.5 Landlord's Repair Obligations.

a. If fire or other casualty will render the whole or any material part of the Premises untenable, the Premises cannot reasonably be expected to be made tenantable within ninety (90)

days from the date of such event, and neither party hereto terminates this Lease pursuant to its rights herein;

b. If more than fifty percent (50%) of the value of the Property is damaged or destroyed by fire or other casualty, and Landlord does not terminate this Lease pursuant to its option granted herein; or

c. If fifty percent (50%) or less of the value of the Property is damaged or destroyed by fire or other casualty, and neither the whole nor any material portion of the Premises is rendered untenable, then Landlord will repair and restore the Premises and the Property to as near their condition prior to the fire or other casualty as is reasonably possible, using all due diligence and speed (subject to delays for causes beyond Landlord's reasonable control). The Rent for the period during which the Premises are untenable will be abated pro rata (based on the portion of the Premises that is untenable). In no event will Landlord be obligated to repair or restore any special equipment or improvements installed by Tenant at Tenant's expense. Tenant shall thereafter have the right to terminate this Lease if the repairs are not completed within one hundred eighty (180) days following the casualty.

11.6 Rent Apportionment. In the event of a termination of this Lease pursuant to this Article 11, Rent will be apportioned on a per diem basis and paid to the date of the fire or other casualty.

Article 12 – Eminent Domain

12.1 Tenant's Termination. If the whole of or any substantial part of the Premises is taken by any public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, so as to render (in Tenant's reasonable judgment) the remaining portion of the Premises unsuitable for the purposes intended hereunder, then the Term will cease as of the day possession will be taken by such public authority, and Landlord will make a pro rata refund of any prepaid Rent. All damages awarded for such taking under the power of eminent domain or any like proceedings will belong to and be the property of Landlord, Tenant hereby assigning to Landlord its interest, if any, in such award. In the event that fifty percent (50%) or more of the Building area of the Premises or fifty percent (50%) or more of the value of the Property is taken by public authority under the power of eminent domain, then, at Landlord's option, by written notice to Tenant, mailed within thirty (30) days from the date possession will be taken by such public authority, Landlord may terminate this Lease effective upon a date within thirty (30) days from the date of such notice to Tenant. Further, if all or any material part of the Premises is taken by public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, so as to render the remaining portion of the Premises unsuitable in Tenant's reasonable opinion, for the purposes intended hereunder, upon delivery of possession to the condemning authority pursuant to the proceedings, Tenant may, at its option, terminate this Lease as to the remainder (and entirety) of the Premises by written notice to Landlord, such notice to be given to Landlord within thirty (30) days after Tenant receives notice of the taking. Tenant will not have the right to terminate this Lease pursuant to the preceding sentence unless

a. the business of Tenant conducted in the portion of the Premises taken cannot in Tenant's reasonable judgment be continued with substantially the same utility and efficiency in the

remainder of the Premises (or any substitute space securable by Tenant pursuant to clause (b)); and

b. Tenant cannot secure substantially similar (in Tenant's reasonable judgment) alternate space on the same terms and conditions as set forth in this Lease from Landlord in the Property. Any notice of termination will specify the date not more than thirty (30) days after the giving of such notice as the date for such termination.

12.2 Tenant's Participation. Anything in this Article 12 to the contrary notwithstanding, Tenant will have the right to prove in any condemnation proceedings and to receive any separate award that may be made for damages to or condemnation of Tenant's movable trade fixtures and equipment, for moving expenses, and for its interest in this Lease or for loss of leasehold; provided, however, that no such separate award, or any action taken by Tenant in connection therewith, will diminish or prevent Landlord from obtaining any award in any such proceedings. Anything in this Article 12 to the contrary notwithstanding, in the event of a partial condemnation of the Property or the Premises and this Lease is not terminated, Landlord will, at its sole cost and expense, restore the Premises and Property to a complete architectural unit. The Base Rent provided for herein during the period from and after the date of delivery of possession pursuant to such proceedings to the termination of this Lease, will be reduced to a sum equal to the product of the Base Rent provided for herein multiplied by a fraction, the numerator of which is the fair market rent of the Premises after such taking and after the same has been restored to a complete architectural unit, and the denominator of which is the fair market rent of the Premises prior to such taking.

Article 13 – Surrender of Premises

13.1 Surrender of Possession. On the last day of the Term, or on the sooner termination thereof, Tenant will peaceably surrender the Premises in good condition and repair consistent with Tenant's duty to make repairs as herein provided. On or before the last day of the Term, or the date of sooner termination hereof, Tenant will, at its sole cost and expense, remove all of its property and trade fixtures and equipment from the Premises, and all property not removed will be deemed abandoned. Tenant hereby appoints Landlord its agent to remove all abandoned property of Tenant from the Premises upon termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant. Landlord will not be liable for damage, theft, misappropriation, or loss thereof, and Landlord will not be liable in any manner in respect thereto. Tenant will pay all costs and expenses of such removal, transportation, and storage. Tenant will leave the Premises in good order, condition, and repair, reasonable wear and tear, and insured damage from fire and other casualty excepted. Tenant will reimburse Landlord upon demand for any expenses incurred by Landlord with respect to removal, transportation, or storage of abandoned property and with respect to restoring such Premises to good order, condition, and repair. All alterations, additions, and fixtures, other than Tenant's trade fixtures and equipment that have been made or installed by either Landlord or Tenant on the Premises, will remain the property of Landlord and will be surrendered with the Premises as a part thereof. If the Premises are not surrendered at the end of the term or sooner termination thereof, Tenant will indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, claims made by any succeeding tenants or Tenants founded on such delay and any attorneys' fees resulting therefrom. Tenant will promptly surrender all keys for the Premises to Landlord at the place then fixed for the

payment of rent and will inform Landlord of combinations on any vaults, locks, and safes left on the Premises.

13.2 Tenant Retaining Possession. In the event Tenant remains in possession of the Premises after expiration of this Lease, and without the execution of a new lease, but with Landlord's written consent, Tenant will be deemed to be occupying the Premises as a Tenant from month to month, subject to all the provisions, conditions, and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy; provided, however, that the Base Rent will be escalated to Landlord's then current base rent for the Premises according to Landlord's then current rental rate schedule for prospective Tenants. In the event Tenant remains in possession of the Premises after expiration of this Lease, without the execution of a new lease and without Landlord's written consent, Tenant will be deemed to be occupying the Premises without claim of right, and Tenant will pay Landlord for all costs arising out of loss or liability resulting from delay by Tenant in so surrendering the Premises as above provided and will pay as a charge for each day of occupancy, an amount equal to \$100.00 per day.

Article 14 – Default of Tenant

14.1 Events of Default. The occurrence of any one or more of the following events (Event of Default) will constitute a default and breach of this Lease by Tenant:

a. Monetary Default. If Tenant fails to pay any Rent due under this Lease or fails to pay any obligation required to be paid by Tenant when and as the same will become due and payable, and such default continues for a period of five (5) days after written notice thereof given by Landlord to Tenant.

b. Nonmonetary Default. If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more time is required to complete such performance, Tenant will not be in default if Tenant commences such performance within the 30-day period and thereafter diligently pursues its completion. The notice required by this subsection is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

c. Violation of Assignment or Sublet Requirements. If Tenant, by operation of law or otherwise, violates the provisions of Article 10 relating to assignment, Lease, mortgage, or other transfer of Tenant's interest in this Lease or in the Premises or in the income arising therefrom.

d. Environmental Default. If Tenant, by operation of law or otherwise, violates the provisions of §4.8 relating to compliance with environmental laws for a period of ten (10) days after written notice from Landlord, or such shorter time period as is reasonable in the event of an emergency; provided that if more time is required to complete such performance, Tenant will not be in default if Tenant commences such performance within the 10-day (or shorter, if applicable) period and thereafter diligently pursues its completion. The notice required by this subsection is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

14.2 Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant, and at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy that Landlord may have, Landlord will be entitled to the rights and remedies set forth below.

a. Termination of Possession. Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease will terminate and Tenant will immediately surrender possession of the Premises to Landlord. In such event, Landlord will have the immediate right to reenter and remove all persons and property, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage that may be occasioned thereby. In the event that Landlord will elect so to terminate this Lease, then Landlord will be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including

1. the equivalent of the amount of the Rent that would be payable under this Lease by Tenant if this Lease were still in effect; less

2. the net proceeds of any reletting effected pursuant to the provisions of this §14.2 after deducting all of Landlord's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, alteration costs, and expenses of preparation of the Premises, or any portion thereof, for such reletting.

Tenant will pay such current damages in the amount determined in accordance with the terms of this §14.2 as set forth in a written statement thereof from Landlord to Tenant (Deficiency). Such payments will be made to Landlord in monthly installments on the days on which the Rent would have been payable under this Lease if this Lease were still in effect, and Landlord will be entitled to recover from Tenant each monthly installment of the Deficiency as the same will arise.

b. Damages. At any time after an Event of Default and termination of this Lease, whether or not Landlord will have collected any monthly Deficiency as set forth in this §14.2, Landlord will be entitled to recover from Tenant, and Tenant will pay to Landlord, on demand, as and for final damages for Tenant's default, an amount equal to the difference between the then present worth of the aggregate of the Rent and any other charges to be paid by Tenant hereunder for the unexpired portion of the Term (assuming this Lease had not been so terminated), and the then present worth of the then aggregate fair and reasonable fair market rent of the Premises for the same period. If the Premises, or any portion thereof, will be relet by Landlord for the unexpired Term, or any part thereof, before presentation of proof of such damages to any court, commission, or tribunal, the amount of Rent reserved upon such reletting will, prima facie, be the fair and reasonable fair market rent for the part or the whole of the Premises so relet during the term of the reletting. Nothing herein contained or contained in this §14.2 will limit or prejudice the right of Landlord to prove and obtain, as damages by reason of such expiration or termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, regardless of whether such amount be greater, equal to, or less than the amount of the difference referred to above.

c. Reentry and Removal. By any lawful means and upon the occurrence of an Event of Default by Tenant, Landlord will also have the right, with or without terminating this Lease, to reenter the Premises to remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. If Landlord will elect to reenter the Premises, Landlord will not be liable for damages by reason of such reentry.

d. No Termination; Recovery of Rent. If Landlord does not elect to terminate this Lease as provided in this §14.2, then Landlord may, from time to time, recover all Rent as it becomes due under this Lease. At any time thereafter, Landlord may elect to terminate this Lease and to recover damages to which Landlord is entitled.

e. Reletting the Premises. In the event that Landlord should elect to terminate this Lease and to relet the Premises, it may execute any new lease in its own name. Landlord shall use commercially reasonable efforts to relet the Premises. Tenant hereunder will have no right or authority whatsoever to collect any Rent from such Tenant. The proceeds of any such reletting will be applied to the payment of Rent and other charges due and unpaid hereunder.

14.3 Written Notice of Termination Required. Landlord will not be deemed to have terminated this Lease and Tenant's right to possession of the leasehold or the liability of Tenant to pay Rent thereafter to accrue or its liability for damages under any of the provisions hereof unless Landlord will have notified Tenant in writing that it has so elected to terminate this Lease. Tenant covenants that the service by Landlord of any notice pursuant to the applicable unlawful detainer statutes of the state in which the Property is located and Tenant's surrender of possession pursuant to such notice will not (unless Landlord elects to the contrary at the time of, or at any time subsequent to the service of, such notice, and such election be evidenced by a written notice to Tenant) be deemed to be a termination of this Lease or of Tenant's right to possession thereof.

14.4 Remedies Cumulative; No Waiver. All rights, options, and remedies of Landlord contained in this Lease will be construed and held to be cumulative, and no one of them will be exclusive of the other. Landlord will have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law whether or not stated in this Lease. No waiver by Landlord of a breach of any of the terms, covenants, or conditions of this Lease by Tenant will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition therein contained. No waiver of any default of Tenant hereunder will be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver will affect default other than as specified in such waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar acts by Tenant.

14.5 Waiver of Damages for Reentry. To the extent that Landlord complies with all applicable law, Tenant hereby waives all claims by Landlord's reentering and taking possession of the Premises or removing and storing the property of Tenant as permitted under this Lease and will save Landlord harmless from all losses, costs, or damages occasioned Landlord thereby. No such reentry will be considered or construed to be a forcible entry by Landlord.

Article 15 – Subordination/Estoppel

15.1 **Lease Subordinate**. This Lease will be subject and subordinate to that certain U.S. Small Business Administration Loan from Rockford Local Development Corporation to Landlord for the benefit of Landlord known as the 504 Loan, as well as any mortgage, deed of trust, or ground lease now or hereafter placed on the Premises, the Building, the Property, or any portion thereof by Landlord, or its successors or assigns, and to amendments, replacements, renewals, and extensions thereof. Tenant agrees at any time hereafter, upon demand, to execute and deliver any commercially reasonable instruments, releases, or other documents that may be reasonably required for the purpose of subjecting and subordinating this Lease, as above provided, to the lien of any such mortgage, deed of trust, or ground lease. It is agreed, nevertheless, that as long as Tenant is not in default in the payment of Rent, or the payment of other charges to be paid by Tenant under this Lease, or the performance of all covenants, agreements, and conditions to be performed by Tenant under this Lease, then there will be no interference with Tenant's right to quiet enjoyment under this Lease, or with the right of Tenant to continue to occupy the Premises and to conduct its business thereon, in accordance with the terms of this Lease, as against any lessor, lessee, mortgagee, or trustee, or their respective successors or assigns.

15.2 **Attornment**. The above subordination provisions will be effective without the necessity of the execution and delivery of any further instruments on the part of Tenant to effect such subordination. Notwithstanding anything hereinabove contained in this Article 15, in the event the holder of any mortgage, deed of trust, or ground lease will at any time elect to have this Lease constitute a prior and superior lien to its mortgage, deed of trust, or ground lease, then, and in such event, upon any such holder or landlord or Landlord notifying Tenant to that effect in writing, this Lease will be deemed prior and superior in lien to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of such mortgage, deed of trust, or ground lease, and Tenant will execute such attornment agreement as may be reasonably requested by such holder.

15.3 **Tenant's Notice of Default**. Tenant agrees, provided the mortgagee, ground lessor, trust deed holder, or other secured party under any mortgage, ground lease, deed of trust, or other security instrument (Mortgagee) will have notified Tenant in writing (by way of a notice of assignment of lease or otherwise) of its address, Tenant will give such Mortgagee, simultaneously with delivery of notice to Landlord, by registered or certified mail, a copy of any such notice of default served on Landlord. Tenant further agrees that such Mortgagee will have the right to cure any alleged default during the same period that Landlord has to cure such default.

15.4 **Estoppel Certificates**. Tenant agrees from time to time upon not less than ten (10) days' prior written request by Landlord to deliver to Landlord a statement in writing certifying

- a. that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect and stating the modifications);
- b. the dates to which the Rent and other charges have been paid;

- c. that Landlord is not in default in any provision of this Lease or, if in default, the nature thereof specified in detail;
- d. the amount of monthly rental currently payable by Tenant;
- e. the amount of any prepaid rent; and
- f. such other matters as may be reasonably requested by Landlord or any mortgagee or prospective purchaser of the Property.

If Tenant does not deliver such statement to Landlord within such 10-day period, then Landlord shall deliver a second written request to Tenant and if Tenant does not deliver such statement to Landlord within three (3) business days following its receipt of such second notice, then Landlord and any prospective purchaser or encumbrancer of the Premises or the Property may conclusively presume and rely on the following facts:

- a. that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord;
 - b. that this Lease has not been canceled or terminated and is in full force and effect, except as otherwise represented by Landlord;
 - c. that the current amounts of the Base Rent are as represented by Landlord;
 - d. that there have been no Leases or assignments of the Lease;
 - e. that not more than one month's Base Rent or other charges have been paid in advance;
- and
- f. that Landlord is not in default under the Lease. In such event, Tenant will be estopped from denying the truth of such facts.

Article 16 – Miscellaneous

16.1 **Time Is of the Essence.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

16.2 **Memorandum of Lease.** No memorandum of this Lease may be recorded by Tenant without the prior written consent of Landlord.

16.3 **No Brokers.** The parties acknowledge that neither party utilized the services of a broker to consummate this lease, and that no brokerage fees will be paid by either party.

16.4 **Notices.** All notices, demands, and requests will be in writing and will be effectively served by forwarding such notice, demand, or request by (i) email, (ii) certified or registered mail, postage prepaid, or (iii) commercial overnight courier service addressed as follows:

- a. If addressed to Tenant: Winnebago County Administration
404 Elm Street
Rockford, IL 61101
Attn: Patrick Thompson, Administrator
Email: PThompson@admin.wincoil.gov
- b. If addressed to Landlord: JMD Real Estate Holdings, LLC
4752 Baxter Road
Rockford, IL 61109
Attn: Martin Maggio
Email: marty@maggios.com

or at such other address as Landlord and Tenant may hereafter designate by written notice. The effective date of all notices (other than emails) will be the time of mailing such notice or the date of delivery to a commercial overnight courier service. An email notice will be deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. All notices and demands delivered by a party's attorney on a Party's behalf shall be deemed to have been delivered by that Party.

16.5 Landlord's Agent. All rights and remedies of Landlord under this Lease or that may be provided by law may be executed by Landlord in its own name individually, or in the name of its agent, and all legal proceedings for the enforcement of any such rights or remedies, including those set forth in Article 14 hereof, may be commenced and prosecuted to final judgment and execution by Landlord in its own name or in the name of its agent.

16.6 Quiet Possession. Landlord covenants and agrees that Tenant, upon paying the Rent and other charges herein provided for and observing and keeping the covenants, agreements, and conditions of this Lease on its part to be kept and performed, will lawfully and quietly hold, occupy, and enjoy the Premises during the Term.

16.7 Successors and Assigns. The covenants and agreements herein contained will bind and inure to the benefit of the Landlord, its successors and assigns, and Tenant and its permitted successors and assigns.

16.8 Severability. If any term or provision of this Lease will to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease will not be affected thereby, but each term and provision of this Lease will be valid and enforced to the fullest extent permitted by law. This Lease will be construed and enforced in accordance with the laws of the state in which the Premises are located.

16.9 No Abandonment or Waste. Tenant covenants not to do or suffer any waste or damage or disfigurement or injury to the Premises or Property.

16.10 Transfers by Landlord. The term “Landlord” as used in this Lease so far as covenants or obligations on the part of Landlord are concerned will be limited to mean and include only the owner or owners of the Property at the time in question, and in the event of any transfer or transfers or conveyances the then grantor will be automatically freed and released from all personal liability accruing from and after the date of such transfer or conveyance as respects the performance of any covenant or obligation on the part of Landlord contained in this Lease to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord will be binding on the Landlord, its successors and assigns, only during and in respect to their respective successive periods of ownership.

In the event of a sale or conveyance by Landlord of the Property or any part of the Property, and the assumption of all of the obligations of Landlord by the purchaser, the same will operate to release Landlord from any liability arising from and after the date of the conveyance upon any of the covenants or conditions herein contained, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. This Lease will not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which will be personally obligated on this Lease only as long as it is the owner of Landlord’s interest in and to this Lease.

16.11 Prevailing Party. If either party brings a proceeding or action involving the Premises to declare the rights hereunder or enforce the Terms hereof, and such initiating party is determined to be the prevailing party in any action, proceeding, or appeal thereon, the parties hereto acknowledge and agree that each party shall be responsible for their own costs, charges, expenses, and their reasonable attorney’s fees arising as a result thereof.

16.12 Headings. The marginal or topical headings of the several articles and sections are for convenience only and do not define, limit, or construe the contents of such articles and sections.

16.13 Written Agreement. All preliminary negotiations are merged into and incorporated in this Lease.

16.14 Modifications or Amendments. This Lease can only be modified or amended by an agreement in writing signed by the parties hereto. No receipt of money by Landlord from Tenant or any other person after termination of this Lease or after the service of any notice or after the commencement of any suit or after final judgment for possession of the Premises will reinstate, continue, or extend the Term or affect any such notice, demand, or suit, or imply consent for any action for which Landlord’s consent is required, unless specifically agreed to in writing by Landlord. Any amounts received by Landlord may be allocated to any specific amounts due from Tenant to Landlord as Landlord determines.

16.15 Landlord Control. Landlord will have the right to close any portion of the Building area or Land to the extent as may, in Landlord’s reasonable opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein. Landlord will at all times have full control management and direction of the Property, subject to the rights of Tenant in the Premises, and Landlord reserves the right at any time and from time to time to reduce, increase, enclose, or otherwise change the size, number, and location of buildings, layout, and nature of the Property, to

construct additional buildings and additions to any building, and to create additional rentable areas through use and/or enclosure of common areas, or otherwise, and to place signs on the Property, and to change the name, address, number, or designation by which the Property is commonly known. Landlord will use commercially reasonable efforts in exercising its rights under this §16.16 to not materially interfere with Tenant's normal use of or access to the Premises in connection therewith.

16.16 Not Binding Until Properly Executed. Employees or agents of Landlord have no authority to make or agree to make a lease or other agreement or undertaking in connection herewith. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises. This document becomes effective and binding only upon the execution and delivery hereof by the proper officers of Landlord and by Tenant. Tenant confirms that Landlord and its agents have made no representations or promises with respect to the Premises or the making of or entry into this Lease except as in this Lease expressly set forth, and agrees that no claim or liability will be asserted by Tenant against Landlord for, and Landlord will not be liable by reason of, breach of any representations or promises not expressly stated in this Lease. This Lease, except for the Property Rules and Regulations, in respect to which this §16.17 will prevail, can be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord will alter, change, or modify any of the provisions hereof.

16.17 Compliance with Laws and Recorded Covenants. Tenant will not use the Premises or permit anything to be done in or about the Premises that will, in any way, conflict with any law, statute, ordinance, or governmental rule or regulation now in force or that may hereafter be enacted or promulgated. Tenant will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules and regulations now in force or that may hereafter be in force, and with the requirements of any fire insurance underwriters or other similar body now or hereafter constituted relating to or affecting the condition of the Premises of Tenant's specific use, or occupancy of the Premises. Tenant will use the Premises and comply with any recorded covenants, conditions, and restrictions affecting the Premises and the Property as of the commencement of the Lease or that are recorded during the Term.

16.18 Tenant Obligations Survive Termination. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term will survive the expiration or earlier termination of the term hereof, including, without limitation, all payment obligations with respect to Expenses and all obligations concerning the condition of the Premises.

16.19 Tenant Claims of Landlord Default. Any claim that Tenant may have against Landlord for default in performance of any of the obligations herein contained to be kept and performed by Landlord will be made by Tenant to Landlord, in a commercially reasonable timeframe, in writing pursuant to the delivery methods set forth in Section 16.4 above.

16.20 Tenant Authorization. Tenant will furnish to Landlord, promptly upon demand, a corporate resolution, proof of due authorization of partners, or other appropriate documentation reasonably requested by Landlord evidencing the due authorization of Tenant to enter into this Lease.

16.21 No Partnership or Joint Venture. This Lease will not be deemed or construed to create or establish any relationship or partnership or joint venture or similar relationship or arrangement between Landlord and Tenant hereunder.

16.22 Prohibited Signs. Tenant will not place, or permit to be placed or maintained, on any exterior door, wall, or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door, or that can be seen through the glass, of the Premises except as specifically approved in writing by Landlord. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter, or thing as may be approved, in good condition and repair at all times. Tenant agrees at Tenant's sole cost that any Tenant sign will be maintained in strict conformance with Landlord's sign criteria, if any, as to design, material, color, location, size, letter style, and method of installation.

16.23 Governing Law; Venue. This Lease is governed by, and must be interpreted under, the internal laws of the State of Illinois. Venue for any dispute hereunder shall be the 17th Judicial Circuit Court of Winnebago County, Illinois.

16.24 Approval. Prior to execution, the terms of this Lease must be approved by the County Board of Winnebago County, Illinois. Execution of this Lease by Tenant hereby confirms that such approval has been obtained, and Landlord can rely on such signature as having the necessary approvals and consent for the County and related entities to enter into this Lease.

16.25 Non-Appropriation: Tenant's funding of this Lease shall be on Tenant's Fiscal Year basis and is subject to annual appropriations. Landlord acknowledges that Tenant is a body politic and corporate, is precluded by the County of Winnebago, Illinois Code of Ordinances or Illinois State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Lease shall constitute an obligation of future legislative bodies of the County Board of Winnebago County, Illinois or State of Illinois to appropriate funds for purposes of this Lease. Accordingly, the parties agree that the terms within this Lease or any schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County Board of Winnebago County, Illinois or State of Illinois fail to appropriate such funds, the Landlord shall be paid all rentals due and owing hereunder up until the actual day of termination.

16.26 Termination of Lease. In addition to the Non-Appropriation section above, Tenant and Landlord shall have the right to terminate this Lease for any, or no, reason without penalty by providing each other with ninety (90) days prior written notice any time after Lease execution.

[Signature Page Follows]

In witness whereof, the Parties have executed this Lease as of the day and year first above written.

LANDLORD:

TENANT:

JMD REAL ESTATE HOLDINGS, LLC,
an Illinois limited liability company

COUNTY OF WINNEBAGO, ILLINOIS,
a body politic and corporate

By: Martin Maggio
Its: Manager

By: Joseph V. Chiarelli
Its: Chairman of the County Board
of the County of Winnebago, Illinois

Attested by:

Lori Gummow
Clerk of the County Board
of the County of Winnebago, Illinois

EXHIBIT A
SITE PLAN

DRAFT

SITE PLAN

EXHIBIT A

516 Green Street (PIN: 11-22-481-002)



Project Area

-  Building - Garage Area
-  Building - Dock Area
-  Expansion Space - Office & Training Area
-  Premises - Parking Lot

Tax Parcels

-  Tax Parcels

1 inch equals 70 feet

Map Created: 7/1/2024

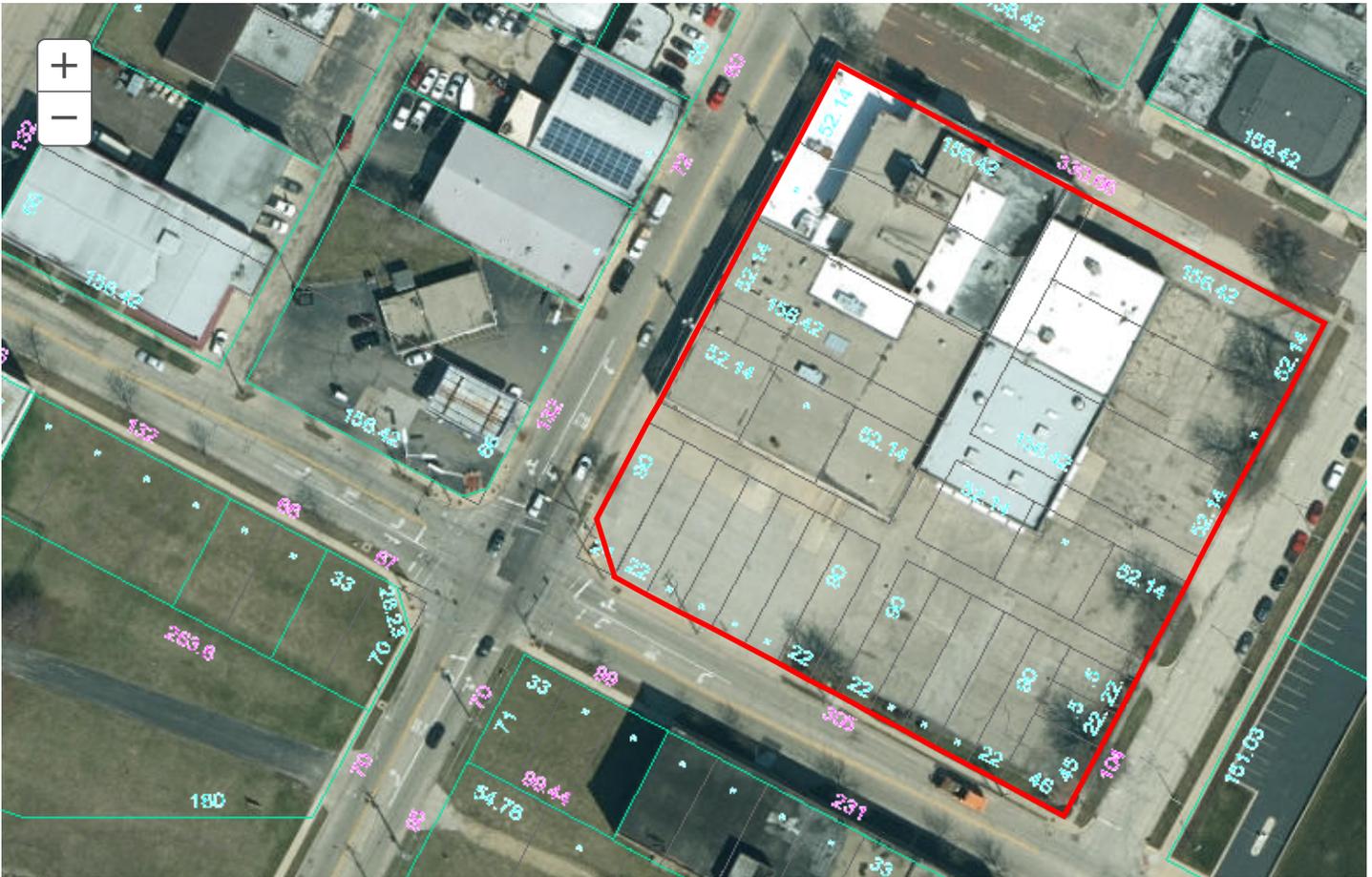


516 Green Street Lease Cost

#		RENT		
		Monthly	Annually	
1	Building - Garage Area	\$ 2,500	\$ 30,000	18,504 SQ FT
	Taxes	\$ 327	\$ 3,921	
		\$ 2,827	\$ 33,921	\$ 1.83 Cost per Sq Ft
2	Building - Dock Area	\$ 750	\$ 9,000	6,898 SQ FT
	Taxes	\$ 229	\$ 2,746	
		\$ 979	\$ 11,746	\$ 1.70 Cost per Sq Ft
TOTAL (1+2):		\$ 3,806	\$ 45,667	\$ 1.80 Cost per Sq Ft



Parcel Summary



516 GREEN ST

Pin	Alt.Pin	Property Size
1122481002	202D444A	Sq. Feet: 108701 Acres: 2.50

Owner Name and Address

MAGGIO, MARTIN
 4752 BAXTER RD
 ROCKFORD, IL 61109

Taxpayer Name and Address

MAGGIO, MARTIN
 4752 BAXTER RD
 ROCKFORD, IL 61109

Legal Description

WEST ROCKFORD ALL LTS 1 THRU 3 & ALL LTS 10 THRU 12 & N1/3 LTS 4 THRU 9 & ALL VAC ALLEYS ADJ TO SAID LTS BLK 35 & ROBERTSONS SUB OF PT BLKS 21-22-35 & 36 WEST ROCKFORD (EXC PT TO CITY BY 02-61498) ALL LTS 1 THRU 15 & ALL VAC ALLEYS ADJ TO SAID LTS BLK 35

Zoning District: C4

SCHOOLDIST : Rockford School Dist #205

GRADESCHOOL :

Flood Zone Type

In/Out

X

F

Property Use Code

Description

0081

Ind Land + Improve

Township

Assessor

ROCKFORD

Ken Crowley

Sales History

Date	Type	Amount	Doc. No
-------------	-------------	---------------	----------------

Year	Fair Market Value	Total Tax Bill	Code
2022	286830.00	10922.60	001

Current Exemptions



Property Code

Parcel ID

202D444A

11-22-481-002

202D444A 11-22-481-002

New Name / Address

MAGGIO MARTIN

4752 BAXTER RD

ROCKFORD IL 61109

Phone: (____) _____ - _____

Reason for Change

Signature

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2022

ABBREVIATED LEGAL DESCRIPTION
WEST ROCKFORD ALL LTS 1 THRU 3 & ALL LTS 10 THRU 12 & N

MAGGIO MARTIN
4752 BAXTER RD
ROCKFORD IL 61109

Paid on
06/02/2023

1

Formula for Tax Calculation - 2022		Parcel ID: 11-22-481-002
Board of Review Assessed Value		95,600
Township Equalization factor	X	1.0000
Board of Review Equalized Value	=	95,600
Home Improvement Exemption	-	0
Disabled Vet Adapted Housing Exemption	-	0
Department of Revenue Assessed Value	=	95,600
State Multiplier for Winn Cnty	X	1.0000
Revised Equalized Value	=	95,600
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
General Homestead Exemption	-	0
Senior Citizen (over 65) Exemption	-	0
Disabled Person / Disabled Vet Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	95,600
Tax Rate for Tax Code 001	X	11.4253
Calculated Tax	=	\$10,922.59
Abatements	-	0
Non AD Valorem Tax	+	0.00

06/02/2023 \$0.00

THIS IS THE ONLY NOTICE YOU WILL RECEIVE FOR BOTH INSTALLMENTS.

Township Assessor Phone Number: 815-965-0300 **TOTAL TAX DUE: \$10,922.60**



Property Code

Parcel ID

202D444A

11-22-481-002

Location of Property: 516 GREEN ST Fair Market Value: 286,830

MAGGIO MARTIN
4752 BAXTER RD
ROCKFORD IL 61109

Paid on
06/02/2023

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.7054	728.05	0.6559	627.04
- PENSION	0.1978	204.15	0.1814	173.42
FOREST PRESERVE	0.0993	102.49	0.0961	91.87
- PENSION	0.0048	4.95	0.0032	3.06
ROCKFORD TOWNSHIP	0.1173	121.07	0.1072	102.48
ROCKFORD CITY	1.3873	1,431.83	1.2676	1,211.82
- PENSION	1.2488	1,288.89	1.1899	1,137.55
ROCKFORD PARK DISTRICT	0.9283	958.09	0.9401	898.74
- PENSION	0.0456	47.07	0.0000	0.00
FOUR RIVERS SANITATION AUTH	0.1731	178.66	0.1593	152.29
ROCKFORD CITY LIBRARY	0.4103	423.47	0.3760	359.46
GREATER RKFD AIRPORT	0.0811	83.71	0.0800	76.48
- PENSION	0.0144	14.86	0.0126	12.05
ROCKFORD SCHOOL DIST 205	5.9631	6,154.51	5.5591	5,314.50
- PENSION	0.3015	311.18	0.2034	194.45
COMMUNITY COLLEGE 511	0.4564	471.05	0.4701	449.42
- PENSION	0.0000	0.00	0.0061	5.83
ROCKFORD TWSP ROAD	0.1218	125.71	0.1173	112.14
Totals:	12.2563	12,649.74	11.4253	10,922.60

09/08/2023 \$0.00

2

ROCKFORD TOWNSHIP PROPERTY INFORMATION

Property	Aerial	Values & Exemptions	Tax Bills
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Property Location

Parcel Number:
11-22-481-002

Property Code:
202D444A

Address:
516 GREEN ST
Rockford, IL 61102

Taxpayer:
MAGGIO MARTIN
4752 BAXTER RD
ROCKFORD, IL 61109

Legal Description

WEST ROCKFORD ALL LTS 1 THRU 3 & ALL LTS 10 THRU 12 & N1/3 LTS 4 THRU 9 & ALL VAC ALLEYS ADJ TO SAID LTS BLK 35 & ROBERTSONS SUB OF PT BLKS 21-22-35 & 36 WEST ROCKFORD (EXC PT TO CITY BY 02-61498) ALL LTS 1 THRU 15 & ALL VAC ALLEYS ADJ TO SAID LTS BLK 35

SEC / TWP / [LOT] / RNG [BLK] / ACRES
000 000 035 0.00

Improvement Information

NBHD:
83889

Class:
INDUSTRIAL

Land Use:
IMPROVED INDUSTRIAL

Building Name:
PHASE

Zoning:
C4

Year Built:
1918

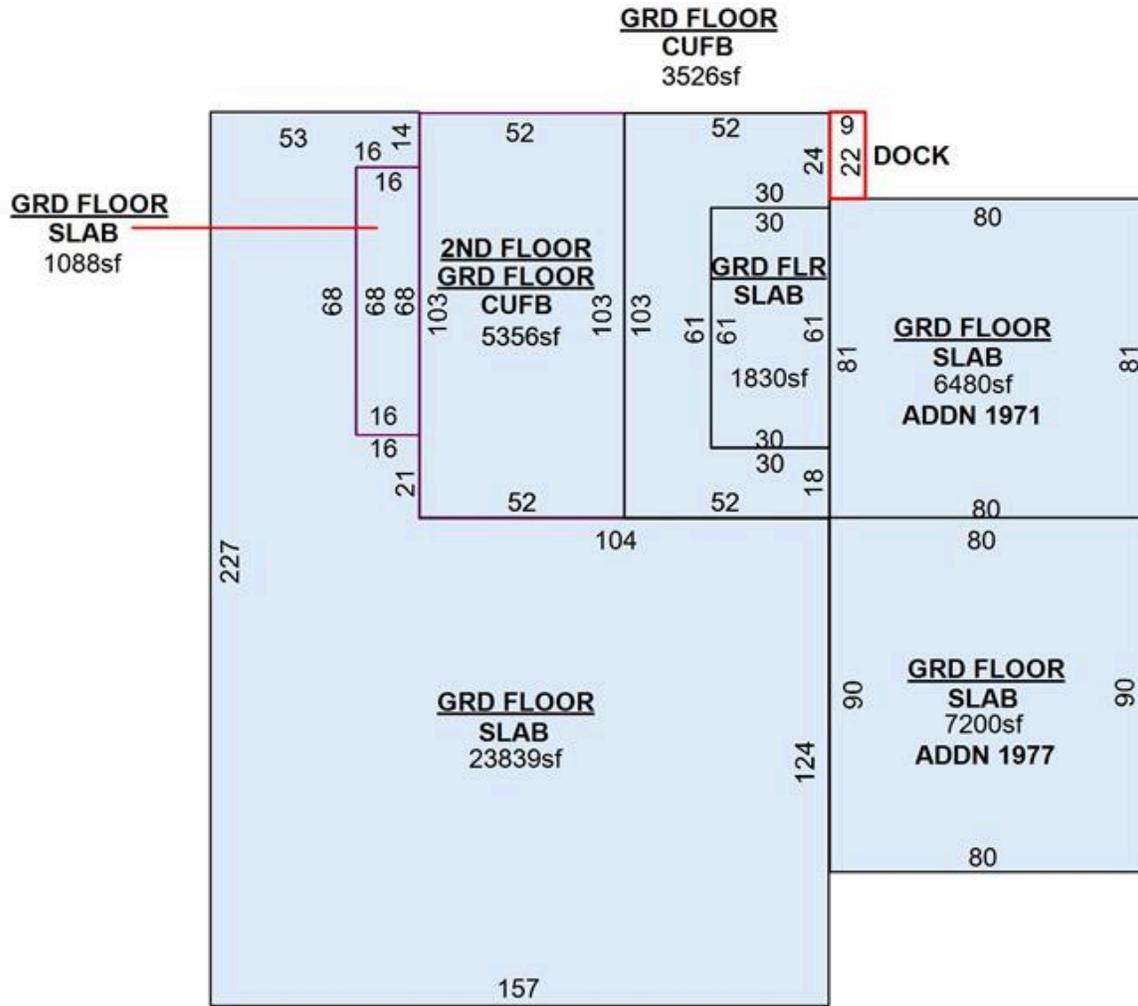
Exterior Wall Height:
18

Exterior Walls:
BRICK/STONE

Gross Building SF:
55,763

Land SF:
108,701

Sketch



Building Permits

Pick-Up Year	BP Amount	Purpose
2021	4,200.00	Replace (2) Heaters
2006	582,709.00	REMODEL PHASE WAVE
2005	4,500.00	DEMO STORAGE BLDG
2005	0.00	INTERIOR DEMO PHASE WAVE
2000	119,000.00	REMODEL

Sales History

No recent Sales on file

Notes

SDR BLACKTOP PARKING 50,553 SF VACANT SINCE 2002; SMALL STORAGE BLDG
DEMOLISHED AS OF 7/28/04; 2020 REASSESSMENT; 2019 BP DONE FOR 1/2021-NO AV; 2022
REASSESSMENT

Information on this site was derived from data which was compiled by the Rockford Township Assessor's office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of data herein, its use, or its interpretation.

Although it is periodically updated, this information may not reflect the data currently on file in the Assessor's office. The assessed values may NOT be certified values and therefore may be subject to change before being finalized for ad valorem assessment purposes.

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