

RESOLUTION NO.

R38-2010

**A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK OF THE VILLAGE OF WOODRIDGE TO ENTER INTO A FIRST AMENDMENT TO A LEASE AGREEMENT BETWEEN THE VILLAGE OF WOODRIDGE AND AFFILIATED REALTY AND MANAGEMENT COMPANY, AN ILLINOIS CORPORATION, AS MANAGER FOR CODE 118, LLC, A LIMITED LIABILITY COMPANY.**

**BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will and Cook Counties, Illinois, a home rule municipality in the exercise of its home rule powers, that the Mayor and the Village Clerk be and the same are hereby authorized to execute a First Amendment to a lease agreement between the Village of Woodridge, Illinois and Affiliated Realty and Management Company, as manager for Code 118, LLC, A Limited Liability Company, in substantially the form attached hereto as "Exhibit A", and, by this reference, expressly incorporated herein, with such changes as are approved by the Village Attorney.

**PASSED** this 17<sup>th</sup> day of June, 2010.

Trustee Banks	<u>Aye</u>	Trustee Kagann	<u>Aye</u>
Trustee Beavers	<u>Aye</u>	Trustee McManus	<u>Absent</u>
Trustee Cunningham-Picek	<u>Aye</u>	Trustee Pittinger	<u>Aye</u>

Mayor Murphy -

**APPROVED** this 17<sup>th</sup> day of June, 2010.

  
Mayor

Resolution No. R38-2010

**ATTEST:**

  
Village Clerk

Filed in the Office of the Village Clerk and published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will, and Cook Counties, Illinois, this 17<sup>th</sup> day of June, 2010.

  
Village Clerk

Code: 118

## FIRST AMENDMENT

**THIS FIRST AMENDMENT TO LEASE**, the "First Amendment" is entered as of the 1<sup>st</sup> day of **May 2010**, by and between **Affiliated Realty and Management Company, an Illinois corporation, as manager and designated agent**, as "Agent" for **Code 118, LLC, an Illinois limited liability company**, as "Landlord", and the **Village of Woodridge**, as "Tenant", doing business as **Woodridge Police Neighborhood Resource Center**.

## WITNESSETH:

WHEREAS, the Landlord and Tenant are parties to that certain lease dated as of January 27, 2006, commencing May 1, 2006 and expiring April 30, 2011, by and between Landlord and Tenant for the premises located at **8274-8276 S. Janes Avenue, Woodridge, IL 60517**, the "Premises", (the lease, all riders, exhibits shall be collectively referred to as the "Original Lease"); and

WHEREAS, the Tenant has requested and Landlord has agreed to reduce Tenant's remaining monthly Fixed Minimum Rent due under the Lease beginning with May 1, 2010, (but not additional rent, Percentage Rent or other charges, if any due under the Lease due to a deterioration in general market condition), and

WHEREAS, Landlord and Tenant desire to extend the Lease Term of the Original Lease and all covenants, terms and conditions, for an additional period of three (3) years beginning May 1, 2011 and terminating April 30, 2014.

WHEREAS, Landlord and Tenant desire to amend the Original Lease in certain respects as described in this First Amendment (the Original Lease as amended by this First Amendment is herein referred to collectively as the "Lease").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, Landlord and Tenant agree to amend the Lease as follows:

1. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Lease.
2. The term of the Lease is hereby extended three (3) years from May 1, 2011 and terminating April 30, 2014.
3. The remaining Fixed Minimum Rent schedule pursuant to **Section 1(j) FIXED MINIMUM RENT** of the Lease shall be amended as follows:

**Fixed Minimum Rent *before rent waivers*:**

\$2,630.00 per month from May 1, 2010 through April 30, 2011

\$2,367.00 per month from May 1, 2011 through April 30, 2014

**Non-assignable Waivers of Fixed Minimum Rent as follows:**

\$263.00 per month from May 1, 2010 through April 30, 2011

\$ 0.00 per month from May 1, 2011 through April 30, 2014

provided Tenant: (i) remains the operator of the resource center and maintains regular business hours with the general public during the term of this Lease; and (ii) is not in Default under the terms of this Lease.

Landlord has granted Tenant this rent concession: (i) to help offset tenant's leasehold improvement costs, or (ii) for other considerations.

**Net Effective Fixed Minimum Rent after rent waivers:**  
 \$2,367.00 per month from May 1, 2010 through April 30, 2011  
 \$2,367.00 per month from May 1, 2011 through April 30, 2014

4. **Tenant's Right to Early Termination:** Provided Tenant is not then in material Default under the terms of the Lease, Tenant shall have the right to early termination of the Lease as follows:

<u>Date of Notice of Termination</u>	<u>Effective Date of Termination</u>	<u>Termination Payment</u>
Prior to February 28, 2011	April 30, 2011	\$7,101.00
Prior to February 29, 2012	April 30, 2012	\$4,734.00
Prior to February 28, 2013	April 30, 2013	\$2,367.00


Such notice to Landlord shall be by certified mail, return receipt requested.

The Termination Payment shall be reflected as line items on Tenant's Statement of Account, and due and payable to Landlord not later than the Effective Date of Termination.

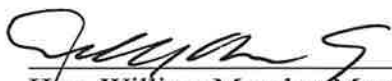
5. Notwithstanding any provision in the Original Lease that may be inconsistent with or contradict any provision of this First Amendment the provisions of this First Amendment shall prevail over any such provisions in the Original Lease.
6. Except as amended hereby, the Lease is hereby ratified and confirmed in all respects and shall continue in full force and effect.


Executed by the parties hereto on the date and year first above written.

Landlord:  
 Affiliated Realty and Management Company,  
 an Illinois corporation, as Agent aforesaid

  
 Laurance Cohen, President

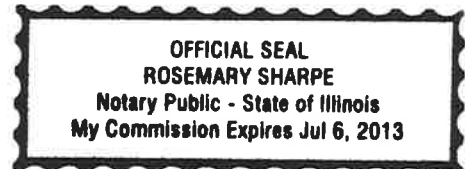
Tenant:

  
 Hon. William Murphy, Mayor

  
 Eileene Nystrom, Village Clerk

Notary

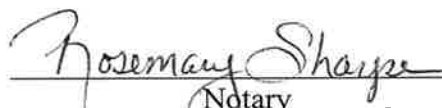
State of Illinois )  
 County of DuPage ) SS



I, the undersigned, a Notary in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Hon. William Murphy and Eileene Nystrom, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)(t)he(y) signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18<sup>th</sup> day of June 2010

My Commission Expires:  
July 6, 2013

  
 Notary  
 Rosemary Sharpe