

ORDINANCE NO. 899

ORDINANCE AUTHORIZING GROUND LEASE AGREEMENT

WHEREAS, Illinois law, 65 ILCS 5/11-76-1 grants authorization for the City to lease real estate;

WHEREAS, the Board of Commisioners declares the real estate described in the lease attached hereto not to be necessary, required for the use of profitable to, or for the best interests of the City of Nokomis, and it is in the best interests of the City of Nokomis to lease the real estate to AUMANN AUCTIONS, INC.

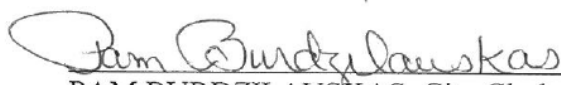
BE IT THEREFORE ORDAINED that the Mayor of the City of Nokomis is authorized to execute the Ground Lease Agreement with AUMANN AUCTIONS, INC., upon the terms as described in the lease attached hereto concerning the real estate described therein.

Passed by a vote of 3/4 of the members of the Board of Commissioners and approved by the Mayor of the City of Nokomis, Illinois on this 12th day of August, 2002.

  
\_\_\_\_\_  
TONY HARD, Mayor

(CORPORATE SEAL)

Attest:

  
\_\_\_\_\_  
PAM BURDZILAUSKAS, City Clerk

STATE OF ILLINOIS                    )  
                                                  ) SS  
MONTGOMERY COUNTY                )

**CERTIFICATION**

I, PAMELA J. BURDZILAUSKAS, certify that I am the duly appointed and acting City Clerk of the City of Nokomis, Montgomery County, Illinois.

I further certify that on August 12, 2002 the City Council of such municipality passed and approved Ordinance No. 899 which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 899, including the Ordinance and a cover sheet thereof, was prepared and posted in the Municipal Complex commencing on August 13, 2002, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request to the City Clerk.

Dated at Nokomis, Illinois, this 13th day of August, 2002.

  
Pamela J. Burdzilawkas  
CITY CLERK

## LEASE

THIS LEASE, made this 12th day of August, 2002, between CITY OF NOKOMIS, a municipal corporation, Landlord, and AUMANN AUCTIONS, INC., an Illinois Corporation, Tenant.

WITNESSETH, as follows: That said Landlord has this day leased to said Tenant the property legally described as follows:

The South 175 feet of part of the West Half of the Southeast Quarter of Section 22, Township 10 North, Range 2 West of the Third Principal Meridian, in Montgomery County, Illinois, more particularly described as follows: Commencing at the Southeast Corner of the aforesaid Section 22; thence Westerly along the South line of said Section 22, 1,077 feet to the West R.O.W. line of Gipson Street as recorded in Miller's Division of Blocks 5, 6, 7, 18, 19, 20, 21, 22, and part of Blocks 9 and 17 in Randall & Miller's Subdivision; thence Northerly along said West R.O.W. line 557.5 feet to the intersection with the South R.O.W. line of Cherokee Street in Miller's Division, said intersection being the true point of beginning; thence continue Northerly along the West line of Gipson Street, 400.0 feet to the intersection of the North R.O.W. line of Robert's Street in said Miller's Division; thence Easterly along said North R.O.W. line, 49.0 feet; thence Northerly along the East R.O.W. line of Gipson Street extended, 400.53 feet to the North R.O.W. line of Illinois Route 16; thence Northeasterly along said North R.O.W. line, 798.33 feet; thence Southerly along the West line of Hargrave Addition, the existing Nokomis Corporate Linit, 1,018.36 feet to the North line of Block 10 of the aforesaid Randall & Miller's Subdivision; thence Westerly along the North line of said Block 10, 157.0 feet to the West line of said Block 10; thence Southerly along the West line of said Block 10, 282.5 feet to the South R.O.W. line of Cherokee Street extended; thence Westerly along said South R.O.W. line, 520 feet to the true point of beginning. Said tract contains 14.54 acres, more or less

situated in the County of Montgomery, and State of Illinois, to be leased by said Tenant for and during the term of two and one half (2½) years from the 1<sup>st</sup> day of July, 2002 to the 31<sup>st</sup> day of December, 2004, upon the terms and conditions hereinafter set forth, and said Tenant hereby accepts said Lease upon said conditions and covenants to perform the same as follows:

1. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the premises One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per year in advance on the 1<sup>st</sup> day of January of each calendar year at Nokomis or at such other place as Landlord may designate in writing except that rent for the last half of 2002 in the amount of Six Hundred Dollars and 00/100 (\$600.00) is due July 1, 2002. In the event the payment is not made before the 5th day of the month, there will be a \$ 10.00 penalty due, together with a \$ 3.00 per day penalty for every day late thereafter, except for the first payment hereunder.

2. BAD CHECK CHARGE. In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees that all future rent payments will be cash or money order. Tenant will pay a \$25.00 bad check charge.

3. QUIET ENJOYMENT. Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the premises for the agreed term.

4. USE OF PREMISES. The premises shall be used and occupied by Tenant exclusively for parking by customers at auctions.

5. CONDITION OF PREMISES. Tenant stipulates that he has examined the premises, including the grounds and that they are, at the time of this Agreement, in good order, repair, and a safe, clean, and tenantable condition.

6. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant shall not assign this Agreement or sublet or grant any license to use the premises or any part thereof. A consent by Landlord to one assignment, subletting, or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this Agreement.

7. DANGEROUS MATERIALS. Tenant shall not keep on the premises any item of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

8. DISPLAY OF SIGNS. Landlord or his agent may display the usual "For Sale," "For Rent," or "Vacancy" signs on the premises, and may show the property to prospective purchasers or tenants.

9. HOLDOVER BY TENANT. If Tenant remains in possession of the premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from (month to month) shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof but shall be terminable on Thirty (30) days' written notice served by either party.

10. SURRENDER OF PREMISES. At the expiration of the Agreement term, Tenant shall surrender the premises in as good state and condition as they were at the commencement of this Agreement.

11. DEFAULT. If Tenant fails to comply with any of the material provisions of this lease, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within ten (10) days after service of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Agreement by reason thereof, Landlord may terminate the Agreement.

If Tenant fails to pay rent when due and the default continues for five (5) days after delivery of written demand by Landlord for payment of the rent or possession of the premises, Landlord may terminate the Agreement.

12. ATTORNEY FEES. If the Landlord is required to retain an attorney to enforce any term of this Agreement or for breach of this Agreement, the parties agree that the Tenant will pay such reasonable attorney's fees and that they may be incorporated into any judgment by a court of competent jurisdiction.

13. ABANDONMENT. If at any time during the term of this Agreement Tenant abandons the premises or any part thereof, Landlord may, at his option, obtain possession of the premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever Landlord may, at his discretion, as agent for Tenant, relet the premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Tenant's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

14. AMERICANS WITH DISABILITIES ACT. All modifications or improvements necessitated by the Americans with Disabilities Act shall be the responsibility of the tenant.

15. Tenant shall install cable fence on the North side of the tract at the Tenant's expense.

16. Tenant shall be responsible for mowing said tract at Tenant's expense.

17. Additional entrance to the tract shall be constructed at the Tenant's expense.

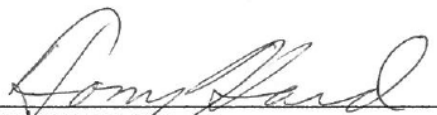
18. Tenant shall restore the tract to its original surface condition including grass seeding at the termination of the Lease.

19. BINDING EFFECT. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

Tenant has read the above document, acknowledges that they fully understand the same, that all agreements between the parties are contained herein and that Tenant has received a copy of this Agreement.

Executed at Nokomis, Illinois on the 12th day of August, 2002

CITY OF NOKOMIS, a Municipal  
Corporation, Lessor

BY:   
TONY HARD, Mayor

AUMANN AUCTIONS, INC. an Illinois  
Corporation, Lessee

BY:   
NELSON AUMANN, President

PREPARED BY:  
MICHAEL R. GLENN  
Attorney at Law  
320 West Central Street  
P. O. Box 36  
Nokomis, IL 62075  
Telephone: 217/563-7777