ORDINANCE NO. 2019-45

AN ORDINANCE OF THE VILLAGE OF POPLAR GROVE, ILLINOIS APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO A SECOND RENEWAL TO LEASE AGREEMENT FOR THE REAL PROPERTY LOCATED AT 100 S. STATE STREET, POPLAR GROVE, ILLINOIS

WHEREAS, the Village of Poplar Grove, Illinois is an Illinois Municipal Corporation (hereinafter referred to as the "Village"); and

WHEREAS, the Village previously entered into a Real Estate Lease Agreement dated January 1, 2018 with Majestic Cuts, LTD ("Majestic") for the property commonly known as 100 S. State Street, Poplar Grove, Illinois ("Lease"); and

WHEREAS, the Lease expired December 31, 2018 and the Village and Majestic renewed the Lease via a First Renewal to Lease Agreement ("First Renewal") which First Renewal expires December 31, 2019; and

WHEREAS, the Village and Majestic now desire to renew the Lease again for an additional one-year term to expire December 31, 2020; and

WHEREAS, the Village and Majestic have reached an accord as to the terms and conditions upon which said property will be renewed again; and

WHEREAS, the Village and Majestic have memorialized such terms and conditions in a Second Renewal to Lease Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein ("Second Renewal"); and

WHEREAS, the Village has determined it is in the best interest of the Village and its citizens to enter into said Second Renewal; and

WHEREAS, the Village now desires to approve said Second Renewal and authorize the Village President to execute and the Village Clerk to attest the same.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF POPLAR GROVE, ILLINOIS AS FOLLOWS:

Section 1. The foregoing recitals shall be and are hereby incorporated in this Section 1 as if said recitals were fully set forth.

Section 2. The Village hereby approves the Second Renewal attached hereto as Exhibit A, or one in substantially similar form, and hereby authorizes the Village President to execute and the Village Clerk to attest the same, and any other documents necessary or helpful to implement the intent of this Ordinance.

Section 3. This Ordinance shall be effective upon its passage by the Village Board, its approval by the Village President, and its publication as provided by law.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are repealed insofar as they conflict.

Section 5. If any section, clause or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid, and this Village Board hereby expressly declares that it would have enacted this Ordinance even with the invalid portion deleted.

PASSED this 9 day of December, 2019.

AYES: 6

NAYS: 0

ABSTAIN: 0

ABSENT: 0

President of the Board of Trustees
of the Village of Poplar Grove

ATTEST:

Village Clerk

VILLAGE OF POPLAR GROVE
VILLAGE
SEAL
BOONE COUNTY ILLS

EXHIBIT A-

SECOND RENEWAL TO LEASE AGREEMENT

EXHIBIT A- LEASE

SECOND RENEWAL TO LEASE AGREEMENT

THIS SECOND RENEWAL TO LEASE AGREEMENT ("Second Renewal") is entered into this 9 day of December, 2019 and is by and between the VILLAGE OF POPLAR GROVE, an Illinois municipal corporation ("Lessor") and MAJESTIC CUTS, LTD, an Illinois limited corporation ("Lessee"). Lessor and Lessee are at times collectively referred to herein as the "Parties".

RECITALS:

WHEREAS, Lessor is the owner of the real property located at 100 S. State Street, Poplar Grove, IL 61065 which is improved with a commercial building and municipal well and well house (collectively referred to herein as the "Property"); and

WHEREAS, Lessor and Lessee entered into a lease agreement dated January 1, 2018 ("Lease") for the lease a certain portion of the Property as set forth in the Lease. A copy of the Lease is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, pursuant to the terms of the Lease, the Lease expired December 31, 2018; and

WHEREAS, the Lessor and Lessee entered into a First Renewal to Lease Agreement ("First Renewal") which renewed the Lease for an additional one-year term and which First Renewal expires December 31, 2019. A copy of the First Renewal is attached hereto as Exhibit B and incorporated herein; and

WHEREAS, the Lessor and Lessee desire to renew the Lease for one additional year; and

WHEREAS, the Lessor and Lessee have reached an accord as to the terms and conditions of such renewal and have memorialized the same in this Second Renewal.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Second Renewal and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Lessor hereby renews the Lease with Lessee on the following terms and conditions:

1. Recitals. The above recitals are incorporated herein and made a part hereof.

2. Renewal Term. The Lease is hereby renewed for one additional year commencing January 1, 2020 and ending December 31, 2020.

3. Terms and Conditions. This Second Renewal shall be on the same terms and conditions as provided for in the Lease and the First Renewal.

4. Conflict. To the extent that any provisions of this Second Renewal conflicts with any term or condition set forth in the Lease and/or the First Renewal, the provisions of this Second Renewal shall supersede and control to the extent of such conflict. All other provisions of

the Lease and First Renewal not in conflict with this Second Renewal shall remain in full force and effect during the term of the Second Renewal.

5. Amendments. Except as otherwise provided for herein, this Second Renewal may not be amended modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all the Parties hereto.

6. Counterparts. This Second Renewal may be signed in any number of counterparts, each of which shall be an original, with the main effects as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS SECOND RENEWAL, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING INSTRUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE CONSCIOUSLY EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO HEREBY SUBMIT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

LESSOR:

Village of Poplar Grove, an
Illinois municipal corporation

By: _____
Owen Costanza, Village President

LESSEE:

Majestic Cuts, LTD.

By: _____
Kelly Kolec, President

ATTEST:

_____
Karri Anderberg, Village Clerk

VILLAGE OF POPLAR GROVE
VILLAGE
SEAL
BOONE CO ILLS

EXHIBIT B- FIRST RENEWAL