

AGREEMENT CONCERNING USE OF BUILDING

THIS AGREEMENT, executed in triplicate originals, made and agreed to on the date hereinafter affixed, by and between the **CITY OF JONESBORO, ILLINOIS**, a Municipal Corporation organized pursuant to the laws of the State of Illinois, the **JONESBORO LODGE NO. 111, ANCIENT FREE AND ACCEPTED MASONS**, of the City of Jonesboro, Illinois, (hereinafter referred to as "OWNERS"), and the **COUNTY OF UNION**, a unit of Illinois local government, whose seat of governance is located in the City of Jonesboro, Illinois, (hereinafter referred to as "COUNTY"):

WITNESSETH:

THAT WHEREAS, the parties acknowledge that the property and building situated at the corner of North Main Street and West Market Street in the City of Jonesboro, commonly referred to as the Masonic Building/Jonesboro Community Center, has dual ownership, although that part of the building to be used by the County of Union which is covered by this Agreement is totally owned by the City; and

WHEREAS, the parties agree that the County of Union is currently in the process of demolishing the current Union County Courthouse for the purpose of constructing a new County Courthouse; and

WHEREAS, the parties also acknowledge and agree that the County of Union would greatly benefit in being allowed to use the first floor of the Masonic Building/Community Center, to conduct trials and/or Court hearings of the First Judicial Circuit in Union County, Illinois, during the construction period of the new Union County Courthouse; and

WHEREAS, the both the City and the Masons desire to assist both the County and the community by providing temporary housing for the First Judicial Circuit Court during the construction process for the new Union County Courthouse.

NOW THEREFORE, THE PARTIES DO HEREBY CONTRACT and AGREE as follows:

1. **PART OF BUILDING TO BE USED** - The parties hereby agree that the County shall be allowed to use the first floor of the Masonic Building/Community Center and the adjoining office formerly occupied by the Jonesboro Police Department for purposes of a temporary Courtroom and Judicial chambers for the First Judicial Circuit Court.

2. **CONSTRUCTION/ALTERATIONS** - The parties hereby agree that a courtroom shall be constructed on the first floor of said building, with said construction costs and/or expenses to be paid-for solely by the County, holding the Owners harmless therefore. All construction elements will be self-standing, except for some required, limited floor anchoring, which floor and facility shall be cleaned, repaired and returned to the same condition as existed prior to the construction/alterations being made for and its use as a Courtroom facility.

3. **USE OF RESTROOMS/KITCHEN FACILITIES** - The parties hereby agree that the restroom and kitchen doors will be fitted with keyed locksets at the County's expense to prevent their use by the general public. Signs shall be posted by the County notifying the public that no public rest rooms are available inside the building. Keys to the restrooms and kitchen shall be supplied to Todd Vincent, representing the Masons, as well as Court personnel/staff/bailiffs as designated by Presiding Judge,

Mark M. Boie, or Union County Sheriff, David Livesay.

4. **USE/RESTRICTIONS ON ENTRANCES** - The parties hereby agree that the use of the North Main Street entrance to the building shall not be accessible to the public and its use shall be restricted to Court personnel and/or Union County staff. The public access/entrance to the Courtroom facilities shall be the West Market Street entrance, which doors shall at all times be staffed by a bailiff or other designated County law enforcement personnel.

5. **CLEANING/MAINTENANCE OF FACILITY** - Union County personnel and/or their designates shall maintain and keep clean the facilities used as a temporary courtroom for the duration of their use by the County. The upkeep and maintenance of the remainder of the facility shall at all times be provided by and be the responsibility of the Owners, holding the County harmless therefore, except as otherwise agreed to by the parties.

6. **UTILITIES/PAYMENT** - The County shall pay and be responsible for any and all utilities used by the County in that portion of the building being utilized by them for Court purposes, holding the Owners harmless therefore, with the utility bills for said use to be timely presented to the County by the City of Jonesboro, with the County timely paying and/or reimbursing the City for the same within thirty (30) days after their presentation/receipt from the City. Likewise, the Masons shall be responsible for any and all utilities used by them in holding their meetings in the building, subject to any existing agreement concerning the same between the Masons and the City, holding the County harmless therefore. There shall be no cost or charge to the County by the Owners for the use of the premises as herein-described.

7. **PROOF OF LIABILITY INSURANCE** - The parties hereby agree that at all times during the use of the building by the County for Court purposes, the County shall have in full force and effect, Liability Insurance coverage naming the Owners as added insureds in the case of accident or injury, with written proof of said insurance coverage being provided to the Owners, upon request. The parties further agree that the County shall hold harmless the Owners for any recovery which either they or their insurance carrier may be required to pay as a result of any claim or loss which was suffered and/or incurred during the use of Owner's building for Court purposes.

8. **DURATION OF AGREEMENT/USE OF BUILDING** - The parties hereby agree that said building may be used the County as per the terms of this Agreement for a period of TWENTY-FOUR (24) MONTHS, retroactive to JANUARY 1, 2011, or until such time as the Court facilities are ready to be used in the new Union County Courthouse, currently under construction, whichever first occurs.

9. **ASSIGNMENT** - Neither party may assign nor transfer any interest under this Agreement without the prior written consent of the other.

10. **BINDING EFFECT OF AGREEMENT** - The parties hereby acknowledge and agree that this is a legally binding contract when fully signed, that they have read and understand the terms and conditions of the same, have sought or otherwise waived all rights to seek legal counsel before executing the same. The parties further agree that this Agreement and all terms and conditions contained herein shall extend to and be binding upon the designated representatives and/or assigns for the respective parties.

11. **BREACH OF THIS AGREEMENT** - The parties hereby acknowledge and agree that the failure by either party to fulfill all of the terms, conditions and agreements

as stated herein shall result in the full payment of damages which may be incurred by the other, which damages shall include, but not be limited to, any costs, expenses and/or legal fees which may be incurred as a result of the defaulting and/or breaching party's failure to fully comply with terms and/or conditions of this Agreement.

Dated this 22 day of June, 2011.

OWNERS:

THE CITY OF JONESBORO, ILLINOIS

By: *Ken Blandford*
KEN BLANDFORD, Mayor

ATTEST:

(Seal)

Barbara Casper
BARBARA CASPER, City Clerk

JONESBORO LODGE NO. 111

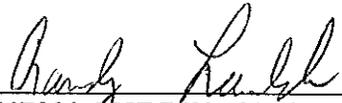
By: *Todd Vincent*
TODD VINCENT, authorized representative

ATTEST:

(Seal)

[Signature]
Secretary

COUNTY:

By: 
RANDY LAMBDIN, Chairman - Union
County Commissioners

ATTEST:


BOBBY TOLER, County Clerk

(Seal)