
THE VILLAGE OF SHERMAN
SANGAMON COUNTY, ILLINOIS

ORDINANCE NUMBER 2019- 13

**AN ORDINANCE APPROVING A GROUND LEASE AGREEMENT WITH CASS CABLE TV,
INC. FOR LEASE OF GROUND ON VILLAGE PROPERTY LOCATED AT 2629 EAST
ANDREW ROAD, SHERMAN, IL 62684**

TREVOR J. CLATFELTER, Village President
MICHAEL STRATTON, Acting Village Clerk

PAM GRAY
BRET HAHN
BRIAN LONG
KIM ROCKFORD
KEVIN SCHULTZ
JAY TIMM
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees
of the Village of Sherman on October 15, 2019.

Ordinance No. 2019- 13

AN ORDINANCE APPROVING A GROUND LEASE AGREEMENT WITH CASS CABLE TV, INC. FOR LEASE OF GROUND ON VILLAGE PROPERTY LOCATED AT 2629 EAST ANDREW ROAD, SHERMAN, IL 62684

SECTION 1: Attached hereto is a Ground Lease Agreement with Cass Cable, to allow the construction of a small building near the police station for the use of Cass Cable;

SECTION 2: Cass Cable has informed the Village that this project is related to the construction of High-Speed Internet services throughout Sherman. In consideration of this lease, Cass Cable is providing high speed internet service to three locations in the Village;

SECTION 3.: The President and Clerk are hereby authorized to execute the Ground Lease Agreement on behalf of the Village;

SECTION 4: This Ordinance is effective upon its passage and publication. The Clerk shall publish this Ordinance in pamphlet form;

Signed this 15th day of October 2019 in Sherman, Illinois Sangamon County.

VILLAGE OF SHERMAN, IL

Trevor J. Clatfelter, President

Attest:

Michael Stratton, Acting Clerk

SEAL

	YES	NO	ABSENT	PRESENT
GRAY	✓			
HAHN	✓			
LONG	✓			
ROCKFORD	✓			
SCHULTZ			✓	
TIMM	✓			
CLATFELTER				
TOTALS:	5	0	1	0

GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT ("Agreement") is made this 1st day of October, 2019, by and between Cass Cable TV Inc., ("Lessee") and the Village of Sherman ("Lessor").

Lessor is the owner of parcel of real property ("Premises") located at 2629 East Andrew Road in Sherman, Illinois.

- 1. Use.** The Premises may be used by Lessee for the purpose of providing cable and telecommunications services along with the construction and maintenance of a single building no larger than 10'x10'x10' and related utilities, facilities and activities ("Intended Use") as shown in Exhibit B. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessee may not construct additional improvements, demolish and reconstruct improvements, or restore replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Agreement without prior written consent of the Lessor. Lessor agrees to allow Lessee use of property entrance and parking for building access.
- 2. Removal of Facilities.** At the termination of this Agreement or any extension thereof, Lessee shall remove any facilities from the Premises within one hundred twenty (120) days after the expiration of said Agreement. Lessee shall have the right of access to the Premises for the purpose of accomplishing the removal of such facilities.
- 3. Initial Term.** The term of this Agreement shall be twenty (20) years commencing on the Commencement Date stated above and terminating on the twentieth (20th) anniversary of the Commencement Date ("Initial Term").
- 4. Renewal Term.** Lessee shall have the right to extend this Agreement an additional ten (10) year term ("Renewal Term"). The Renewal Term shall be on the same terms and conditions as set forth in this Agreement. This Agreement shall automatically be renewed for the Renewal Term unless either party notifies the other party in writing of their intention not to renew the Agreement at least thirty (30) days prior to the expiration of the Initial Term.
- 5. Termination.** This Agreement may be terminated without further liability as follows: (i) on thirty (30) days prior written notice by either party upon a default of any term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; or (ii) on thirty (30) days prior written notice by Lessee if it does not maintain its Governmental Approvals necessary for the Intended Use of the Premises; or (iii) on thirty (30) days prior written notice by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC; or (iv) on thirty (30) days prior written notice by Lessee if Lessee determines that the Premises is not appropriate for its operations for economic or technological reasons.

6. **Consideration.** In Consideration for the Intended Use of the Premises, Lessee shall provide High Speed Internet Service without charge to Lessor at the locations specified in Exhibit A. High Speed Internet Service shall mean Lessee's Speed Service package. In the event Lessee modifies its High Speed Internet Service packages, Consideration can be renegotiated. In the event that Lessee elects to renew this Agreement as provided in Section 4, Consideration during each Renewal Term can be renegotiated before the start of the Renewal Term.
7. **Lessor's Representations and Warranties.** Lessor represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Premises which will interfere with or constructively prohibit Lessee's Intended Use of the Premises; and Lessor further represents and warrants that the execution of this Agreement by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.
8. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Building, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises.
9. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Building Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises.
10. **Access.** Lessor represents and warrants to Lessee that Lessee and assigns shall at all times during this Agreement enjoy ingress, egress, and access from the Premises to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Building.
11. **Utilities.** Lessee shall have the right to install power and any other utilities on the Premises, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators).
12. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, email, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Agreement:

If to Lessor, to:

Village of Sherman
401 St. John's Drive
Sherman, IL 62684
Attn: Village Administrator
Phone: (217) 496-2621
Email: mstratton@shermanil.org

If to Lessee, to:

Cass Cable TV, Inc.
100 Redbud Road
P.O. Box 200
Virginia, IL 62691
Attention: Chad Winters
Phone: (217) 452-7800
Email: chad.winters@casscabletv.com

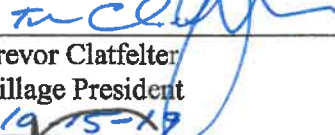
13. Assignment. Any license or assignment of this Agreement that is entered into by Lessor or Lessee shall be subject to the provisions of this Agreement. Lessee may assign this Agreement with thirty (30) days written notice to Lessor.

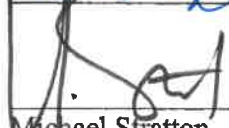
14. Modification. Any modification to this Agreement must be in writing and signed by the Lessor and Lessee to this contract.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement as of the date affixed to their signatures below.

LESSOR:

Village of Sherman

By: 
Name: Trevor Clatfelter
Title: Village President
Date: 10-15-19

By: 
Name: Michael Stratton
Title: Village Administrator
Date: 10-15-19

LESSEE:

Cass Cable TV, Inc.

By: _____
Name: Chad Winters
Title: Vice President of Cable TV Services
Date: _____

Exhibit A

Location 1

Village Hall
401 St. John's Drive
Sherman, IL 62684

Location 2

Village Park
1200 Rail Fence Rd.
Sherman, IL 62684

Location 3

Sherman Police Department
2629 E Andrew Rd.
Sherman, IL 62684

The location(s) can be renegotiated during the term of the Agreement, with said changes being in writing and signed by both parties.

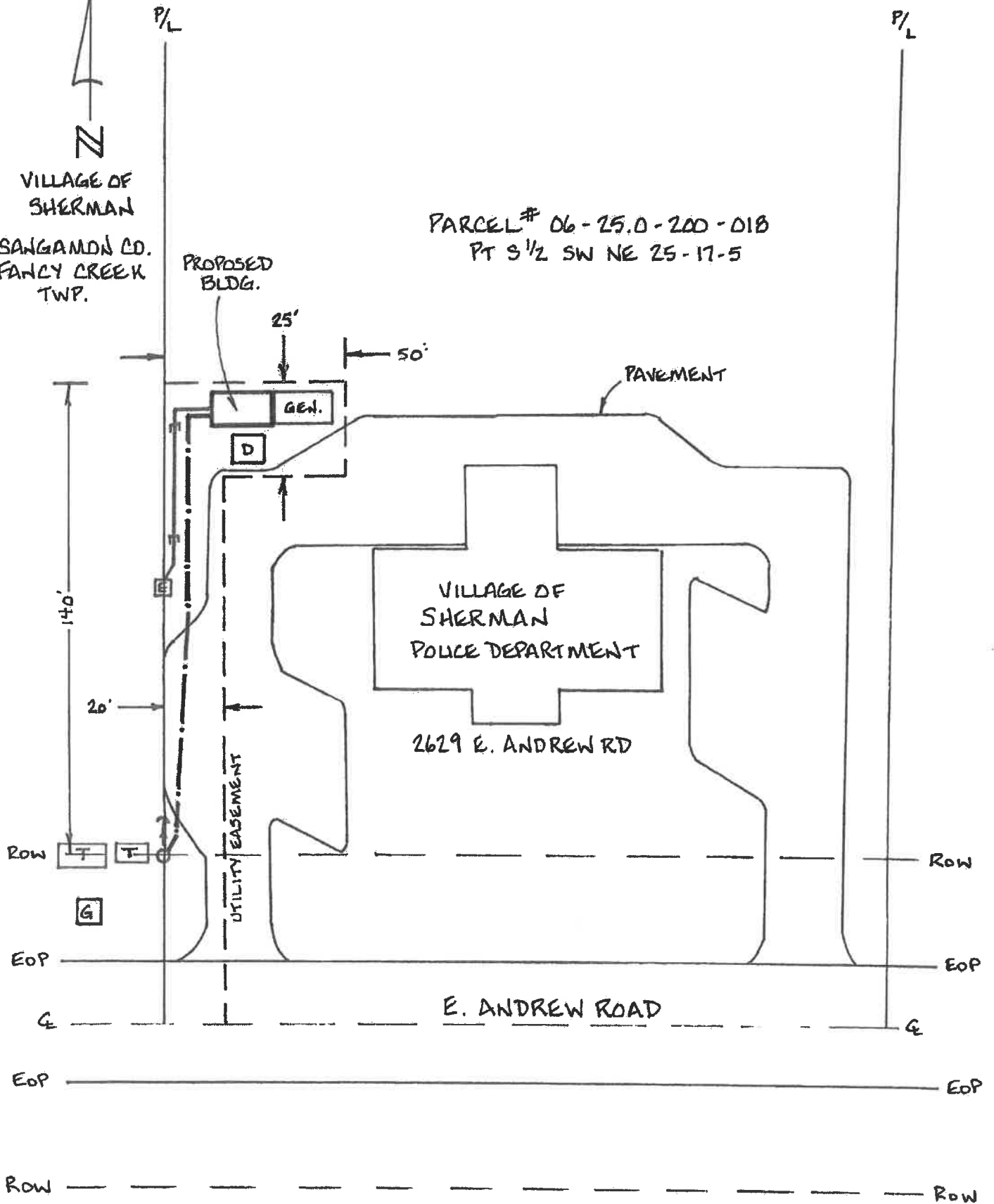
Exhibit B

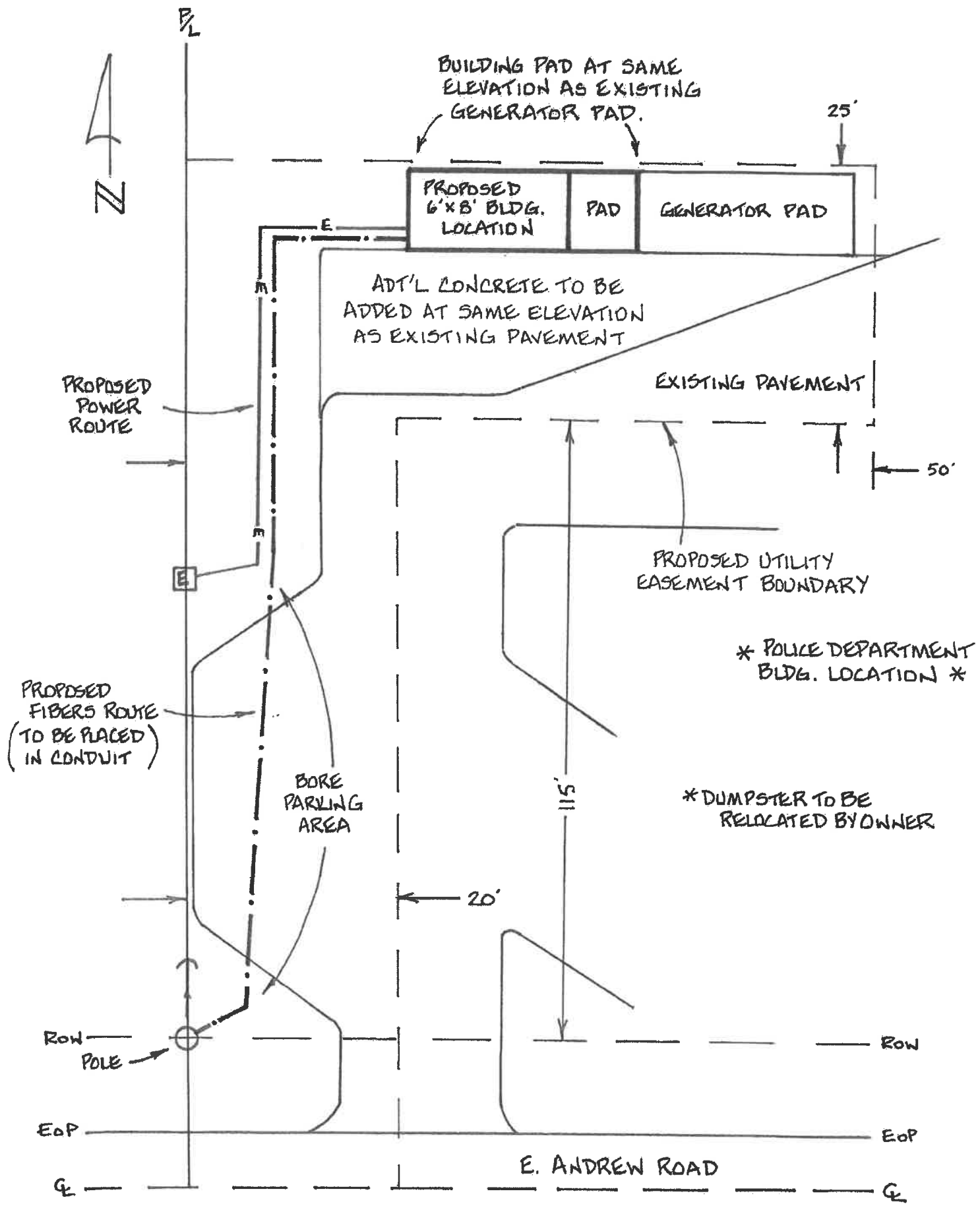
See attached drawings



VILLAGE OF SHERMAN
SANGAMON CO.
FANCY CREEK
TWP.

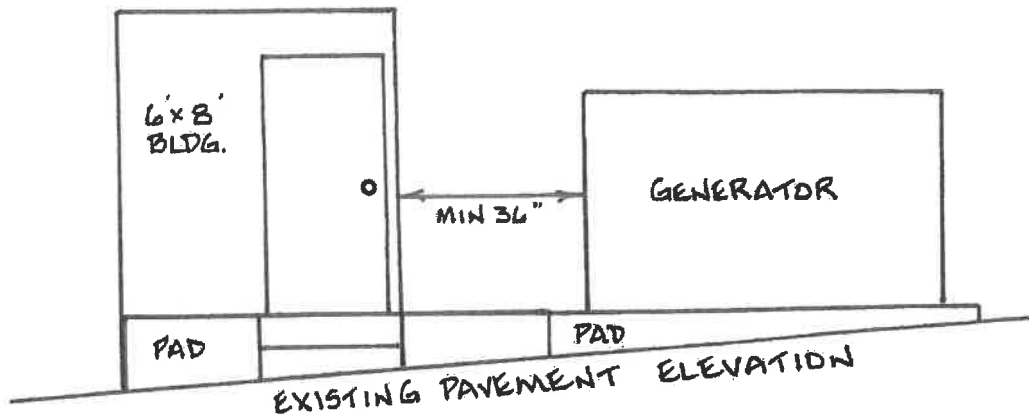
PARCEL # 06-25.0-200-018
PT 9 1/2 SW NE 25-17-5





PROPOSED SHERMAN CASS CABLE
FIBER HUT - POLICE DEPT.

MIN. 36" CLEARANCE
BETWEEN STRUCTURES
FOR MAINTENANCE



LOOKING NORTH

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sherman, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 2019-_____, adopted by the President and Board of Trustees of said Village on the 15th day of October 2019, said Ordinance being entitled:

AN ORDINANCE APPROVING A GROUND LEASE AGREEMENT WITH CASS CABLE TV, INC. FOR LEASE OF GROUND ON VILLAGE PROPERTY LOCATED AT 2629 EAST ANDREW ROAD, SHERMAN, IL 62684

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 15th day of October 2019.



Michael Stratton, Acting Village Clerk

