

16AM 2018

**Memorandum of Understanding between the Forest Preserve District of Kendall County  
and the County of Kendall Regarding Rent Payment**

This Memorandum of Understanding (“MOU”), entered into by the Forest Preserve District of Kendall County (“Forest Preserve”) and the County of Kendall (“County”), units of local government, hereby memorializes the understanding between the parties regarding each party’s obligation to pay for the use of the other party’s real property. Simultaneously with this MOU, the Forest Preserve has entered into a Lease Agreement to lease office space in the County-owned Historic Courthouse, and the County has entered into a License to utilize storage space in the Forest Preserve-owned Pickerill House. Regarding the payment of rent and license fees, the parties understand and agree to the following:

1. Under the Lease Agreement, the Forest Preserve is obligated to pay \$3,836.00 to the County on the first of every month (“Rent”).
2. Under the License, the County is obligated to pay \$3,336.00 to the Forest Preserve on the first of every month (“License Fee”).
3. The Forest Preserve renders valuable services to the County and to the public by facilitating short-term rentals of space in the Historic Courthouse and curating a museum in the Historic Courthouse’s common area.
4. The County agrees that the value of those services provided by the Forest Preserve, along with the use of the Pickerill House for storage, shall be sufficient to offset the Rent that the Forest Preserve is otherwise obligated to pay for the lease of its office space in the Historic Courthouse.
5. The parties agree that as a result of this offset, no Rent or License Fee needs to be paid between the parties as long as the Lease, the License, and this MOU remain in effect. If this MOU terminates, Rent and License Fees shall then be due on an ongoing basis as set forth in the Lease and License, respectively.
6. This MOU terminates immediately upon termination of the Lease and/or License.

Forest Preserve District of Kendall County

By: Judy Gilmour  
Judy Gilmour, President

Date: 3-3-20

County of Kendall

By: Scott R. Gryder  
Scott Gryder, County Board Chairman

Date: 3-3-20