ORDINANCE NO. 7980-94

AN ORDINANCE APPROVING A LEASE AGREEMENT FOR PARKING SPACES BETWEEN THE CITY OF URBANA AND THE URBANA FREE LIBRARY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

1. That a Lease Agreement for Parking Spaces Between the City of Urbana, Illinois and the Urbana Free Library, a copy of which said Lease Agreement is attached hereto and incorporated herein by reference, be and the same is hereby approved.

2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Lease Agreementfor and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this <u>54</u> o

1980.

Ruth S. Brookens . City cole

day of

APPROVED by the Mayor this

1980.

7980-94

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE NO. <u>7980-94</u> AND IS INCORPORATED THEREIN BY REFERENCE.

Ruth Date el

A LEASE AGREEMENT FOR PARKING SPACES

THIS LEASE made and entered into this _____ day of ______, 1980, between the URBANA FREE LIBRARY, a unit of local government of the State of Illinois, as Lessor, and the CITY OF URBANA, a municipal corporation of the State of Illinois, as Lessee,

<u>W I T N E S S E T H</u>:

Lessor agrees to lease to Lessee a strip of land more particularly described as follows:

> Approximately 30 feet in width along the South side of Lot 18 and 45 feet in width along the South side of the East One-half of Lot 19, all in James T. Roe's Second Addition to the Town (now City) of Urbana, Illinois, situated in the County of Champaign, State of Illinois, except portions thereof that are now used as a part of Elm Street, including all rights of the Grantors in the vacated alley lying to the south and to the east of said premises, all situated in the City of Urbana, County of Champaign, and State of Illinois,

to be occupied by Lessee as a parking lot only, commencing as of the date hereof and ending one (1) year thereafter.

Lessee agrees as follows:

1. To pay to Lessor as rent for said premises, the sum of \$1,440.00 for the full term of this Lease.

2. To regulate the parking of automobiles and the traffic at the said premises and to enforce the aforesaid regulations by parking meters and other appropriate measures. Lessee shall have the exclusive right to collect all meter fees and all fines and penalties collected in connection with such enforcement.

3. To bear the costs and expenses of obtaining, erecting and maintaining any and all parking meters and signs necessary to the enforcement of the aforesaid regulations, but any and all such parking meters and signs shall remain the exclusive property of the Lessee and may be removed by Lessee within a reasonable time following the termination of this Lease.

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It is mutually agreed that this Lease Agreement shall be self-renewing for periods of one (1) year unless and until cancelled by not less than thirty (30) days written notice by either party to the other of its intention to cancel same.

The Lessor hereby agrees to release and hold harmless the Lessee, its officers and agents, in connection with any and all actions and claims for any cause, damage, personal injury or death occurring as a consequence of the performance of this Agreement and shall procure insurance to protect, save harmless and indemnify the Lessee pursuant thereto.

Upon the execution of this Lease Agreement, the parties hereto do hereby certify that each has passed a proper resolution authorizing the execution and ratifying the terms, provisions and conditions of this Lease Agreement.

> URBANA FREE LIBRARY By Its Board of Directors

President

Attest:

Secretary

CITY OF URBANA

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By______ Jeffrey T. Markland, Mayor

Attest:

Ruth S. Brookens, City Clerk