

ORDINANCE NO. 9394-107

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN LEASE BY AND BETWEEN SHICAI WANG and PINGQIAN CHEN AND THE CITY OF URBANA, ILLINOIS

(115 West Main Street)

WHEREAS, it is desirable and in the best interests of the City of Urbana, Illinois to enter into a Lease with Shicai Wang and Pingqian Chen for the property commonly known as 115 West Main Street, Urbana, Illinois; and

WHEREAS, a written copy of such Lease is now before this meeting.

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

Section 1. That the Council hereby approves the City entering into a Lease with Shicai Wang and Pingqian Chen for the property commonly known as 115 West Main Street, Urbana, Illinois.

Section 2. That the Mayor is hereby authorized to execute and deliver such Lease on behalf of the City. The Lease shall be in substantially the form which is before this Council, a copy of which is attached hereto and incorporated herein. The City Clerk is authorized to attest to such execution thereof.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this 20th day of June, 1994.

AYES: Hayes, Patt, Pollock, Ryan, Taylor, Whelan

NAYS:

ABSTAINED:

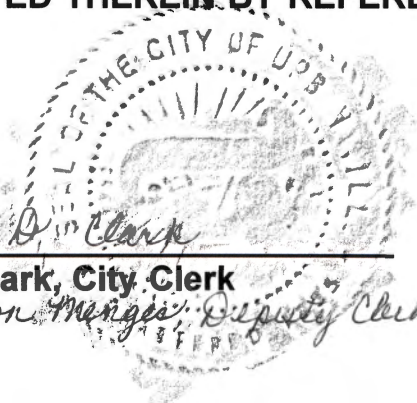


*Phyllis D. Clark*  
Phyllis D. Clark, City Clerk  
*Gay Sharon Menges, Deputy Clerk*

APPROVED by the Mayor this 24<sup>th</sup> day of June, 1994.

*Tod Satterthwaite*  
Tod Satterthwaite, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE  
NO. 9394-107 AND IS INCORPORATED THEREIN BY REFERENCE.



*Phyllis D. Clark*  
\_\_\_\_\_  
**Phyllis D. Clark, City Clerk**  
*by Sharon Menges, Deputy Clerk*

*June 21, 1994*  
\_\_\_\_\_  
**Date**

Lease

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by and between SHICAI WANG and PINGQIAN CHEN, as Lessor(s), and THE CITY OF URBANA, a municipal corporation, as Lessee.

WITNESSETH:

Lessor(s) hereby leases to Lessee for the purpose of general office space, the entire second floor comprising of 4,170 square feet more or less, of the premises described as follows, to-wit:

The West 44 feet of Lots 33 and 35 in the original Town of Urbana otherwise described as Lot 5 of a subdivision of Lots 33 and 35 of the original Town, now City of Urbana, Champaign County, Illinois,

commonly known as 115 West Main, Urbana, together with the appurtenances thereto belonging, for the term commencing on July 1, 1994 and expiring on the last day of June, 1996.

IN CONSIDERATION THEREOF, IT IS AGREED AS FOLLOWS:

1. Lessee shall pay to Lessor(s) the sum of Three Thousand One Hundred Fifty Eight Dollars (\$3,158.00) rent per month. The rent shall be paid by mailing same to 2009 Cureton Drive, Urbana, Illinois 61801, or to such other place as designated in writing by Lessor(s). The rent hereunder shall be due and payable on the 1st of July, 1994 and each and every month thereafter during the term of the lease. The term of this lease shall be two (2) years, to-wit: from July 1, 1994 until June 30, 1996.

2. The rent payable hereunder shall be adjusted effective on the July 1, 1995 payment and remain fixed until the last day of June, 1996. The rent adjustment for the period starting July 1, 1995 will be the previous rent of Three Thousand One-Hundred Fifty Eight Dollars (\$3,158.00) plus an increase of two percent (2%) of the rent, equaling Three Thousand Two Hundred Twenty One Dollars (\$3,221.00).

3. Option to Renew. Lessee shall have an option to renew this lease for five (5) one-year periods immediately following the expiration of the basic term of this lease. If renewed, the terms and conditions of the lease shall remain the same. The rent shall remain at Three Thousand Two Hundred Twenty One Dollars (\$3,221.00) for each of the five (5) one-year extensions. Lessee may exercise this option by furnishing written notice to Lessor(s) at P.O. Box 253, Urbana, Illinois 61801, of its election to so do, on or before April 1, 1996 and on or before April 1 of each and every year thereafter where Lessee retains such option rights.

4. Lessee agrees to reimburse Lessor(s) for any damage to property resulting from Lessee's occupancy of said property and Lessee agrees to pay all electricity charges billed to Lessee for the demised premises as reflected on the electricity meter installed exclusively for the electricity on the demised premises. In addition, Lessor(s) shall pay all water utility costs billed to the premises.

5. Said premises shall not be occupied in whole or in part by any person other than Lessee or its employees, and Lessee shall not sublet the same nor assign this lease without consent in writing of Lessor(s), such consent will not be unreasonably withheld.

6. Said premises, or any part thereof, shall not be used for any purpose that will disturb the inhabitants of said building or of the neighborhood, nor for the sale of alcoholic beverages or pornographic material nor for any purpose that is unlawful.

7. Lessee shall not suffer nor commit any waste in and about said premises, nor the building of which they are a part or the furnishings therein, and shall keep the said demised premises with the fixtures and furnishings therein and appurtenances, in a clean, sightly and sanitary condition and free from vermin and rodents, all at its own expense, and shall yield the same back to Lessor(s) upon termination of this lease, by expiration of the term or in any other manner, in the same condition, except as repaired or altered by Lessor(s), as of the date of the execution hereof, loss by fire and reasonable wear and tear excepted.

8. The right of free access is reserved to Lessor(s) and its agents and to any other person thereunto authorized by Lessor(s) or its agent to inspect, repair alter or exhibit said premises and to affix signs, "For Rent" or "For Sale", in such places on the premises as Lessor(s) or its agents shall determine, all without interference of any kind by Lessee or others and without consent of Lessee.

9. Lessee shall not cause or permit the display of any sign or advertising matter upon or about the demised premises or the building or premises of which the demised premises are a part, except as permitted by the applicable ordinances of the City of Urbana.

10. Lessee shall make no alterations or additions without the consent of the Lessor(s), which said consent shall not be unreasonably withheld, except for trade fixtures which may be removed if Lessee returns said premises to the condition prior to the installation of said trade fixtures.

11. In case said premises shall be rendered untenantable by fire, explosion or other casualty, Lessor(s) may, at its option, terminate this lease or repair said premises within 120 days. If premises are to be repaired, rent shall abate during time when the space is untenantable. If Lessor(s) does not repair said premises within said time, or the building containing said premises shall have been wholly destroyed, the terms and conditions of the lease hereby crated shall cease and terminate.

12. At the termination of this lease, by lapse of time or otherwise, Lessee shall yield up immediate possession to Lessor(s) and deliver all keys to Lessor(s) or its agent at the place where rent is payable, and failing to do so, shall pay as liquidated damages for the whole time such possession is withheld a sum equal to twice the amount of rent herein reserved, pro-rated and averaged per day of such withholding.

13. The acceptance of rent after it falls due, or after knowledge of any breach hereof by Lessee, or the giving of any notice or making any demand, whether according to any statutory provision or not, or any other act of waiver, shall not be construed as a waiver of Lessor(s)' right to act without notice or demand or of any other right hereby given to Lessor(s), as an election not to proceed under the provisions of this lease.

14. All covenants and agreements of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of Lessor(s) and Lessee, without affecting the restrictions imposed by paragraph 4 hereof.

15. The rights and remedies of Lessor(s) under this lease are cumulative, and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy.

16. Lessor(s) agrees to continue to keep the demised premises in full compliance with all codes and ordinances of the City of Urbana, including handicapped access. Lessor(s) warrants that the premises will continue to pass all city and other governmental agencies occupancy requirements. This provision does not change the responsibilities of the Lessee in paragraph 6.

17. Lessor(s) reserves the right to do exterior remodeling to the building containing said premises and to the exterior and other areas not demised herein but, in the event of such remodeling, guarantees access to said premises from the public right-of-way.

18. Upon the Lessor(s) and Lessee's signing of this lease, the Lessor(s) and Lessee agree to a mutual waiver of the terms and conditions of the contract executed between the Lessor(s) and Lessee on January 10, 1985 and the waiver of all terms and conditions of any extensions of the January 10, 1985 lease; but the January 10, 1985 lease will not be waived until the commencement of this lease on July 1, 1994. Between the time this lease is signed and the commencement of this lease, the terms and conditions of the January 10, 1985 lease shall remain controlling.

19. The words "Lessor(s)" and "Lessee" used herein, shall include the plural thereof and the necessary changes required to make the provisions hereof apply to corporations or men or women shall be construed as if made.

WITNESS the hands and seals of the parties hereto the day and year first above written.

LESSOR(S)

LESSEE

SHICAI WANG and PINGQIAN CHEN

CITY OF URBANA, a municipal corporation

By:  \_\_\_\_\_

By: \_\_\_\_\_

By:  \_\_\_\_\_

Attest: \_\_\_\_\_

Attest \_\_\_\_\_