

AN ORDINANCE AUTHORIZING THE LEASE OF CERTAIN REAL ESTATE

(911 North Lincoln Avenue)

WHEREAS, pursuant to Subsection (b) of Section 2-118 of the Urbana City Code, any real estate now owned by the City may be leased in any manner prescribed by the City Council in an ordinance authorizing such lease; and

WHEREAS, the City is desirous of leasing certain real property (the "parcel"), commonly known as 911 North Lincoln Avenue, Urbana, Illinois, and legally described on Exhibit "A" attached hereto, which the City is temporarily not utilizing, but of which the City desires to retain ownership; and

WHEREAS, the City Council expressly finds and declares that said parcel is not needed for governmental purposes or proprietary activity of the City of Urbana during the term of the proposed lease; and

WHEREAS, the Urbana Park District is desirous of leasing said parcel for public park and recreational purposes; and

WHEREAS, after due publication of notice in accordance with Subsection (a) of Section 2-118 of the Urbana City Code, a regular standing committee of the City Council held a public hearing to consider the proposed lease on September 8, 2008; and

WHEREAS, the City of Urbana and the Urbana Park District have agreed upon the terms of a lease regarding the parcel; and

WHEREAS, the Mayor and City Council find that the best interests of the City are served by entering into such a lease.

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

Section 1. A Lease between the City of Urbana and the Urbana Park District for a Real Estate Parcel Located at 911 North Lincoln Avenue, Urbana, Illinois, in substantially the form of the copy of said Lease attached hereto

as Exhibit "A" and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Lease as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a super-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 15th day of September, 2008.

AYES: Barnes, Bowersox, Genrig, Lewis, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

[Signature]
Deputy Clerk

APPROVED by the Mayor this 25th day of September,

2008.

Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

Lease between the City of Urbana and the Urbana Park District for a Real Estate Parcel Located at 911 North Lincoln Avenue, Urbana, Illinois

THIS LEASE IS MADE AND ENTERED INTO between the City of Urbana, a municipal corporation (the "City") and the Urbana Park District, a district organized and existing under the Park District Code of the State of Illinois (the "Park District"). The City and the Park District are sometimes referred to as the "Parties."

In consideration of the premises and of the covenants, conditions and agreements herein contained, the parties agree as follows:

1. The City does hereby lease to the Park District the following parcel of land (the "premises") commonly known as 911 North Lincoln Avenue, Urbana, Illinois, containing no improvements thereon, and further described as follows:

A part of the Northeast Quarter of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, being more particularly described as follows:

Beginning 33 feet West and 685 feet South of the Northeast corner of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, thence West 217.8 feet; thence South 60 feet; thence East 217.8 feet; thence North 60 feet to the Point of Beginning.

Except;

The easterly 7.00 feet of even width of the above described parcel.

All being situated in the City of Urbana, Champaign County, Illinois

Being a part of PIN: 91-21-07-282-019

To have and to hold the leased premises for a term of five (5) years, commencing the 1st day of October 2008, and ending on the 30th day of September 2013 (the "initial term"). The Park District agrees to pay the City, at the office of the comptroller of the City, or its successor, as rent for the premises the annual rental of one dollar (\$1.00), payable in advance on the 1st day of October of each year during the term of this lease.

2. At the expiration of the initial term, the lease shall automatically renew and extend itself for additional five (5) year periods (the "renewal terms"), unless sooner terminated as provided herein; provided, however, that the initial term and any renewal terms shall not exceed a total period of twenty (20) years from the date of this lease.

3. The parties agree that the premises are to be used by the Park District exclusively for public park and recreational purposes. The parties agree that no automobile parking shall be permitted on the premises, nor shall the premises be used for vehicular access to or from Lincoln Avenue without the approval of the Urbana City Council.

4. The Park District, upon the written approval of the City's community development services department director and issuance of any applicable permits by the City, shall have the right, at its sole cost and expense during the term of this lease, to construct new buildings, structures, sculptures, or equipment and to attach fixtures and use and install underground facilities and utilities in or upon the premises. All buildings, structures, sculptures, and equipment shall be in harmony with the general park development in the area or with the recreational purpose desired to be served. Those buildings, structures, sculptures, equipment, fixtures, facilities, and utilities so placed in, upon, or attached to the premises by the Park District shall remain the property of Park District, except as otherwise provided below.

5. The parties agree that the Park District shall maintain the premises and buildings, if any, in first-class condition and shall at its own cost and expense make all repairs to the premises and shall perform and maintain all landscaping required by the Urbana City Code; and upon the termination of this lease shall yield the premises to the City in good condition and repair.

6. The Park District covenants to indemnify and hold the City harmless for any and all loss, expense, damage, reasonable attorneys' fees, claims, and demands arising out of the Park District's improvement, maintenance, equipment, or operation of the premises.

7. The City reserves to itself the right at any time to enter upon the premises for the purpose of excavation, for repairing, laying or relaying sewers, drains, water, gas, sidewalks, or other public service purposes and connections now installed or subsequently installed and for the purpose of making any necessary excavations or erection of structures in connection with public utilities and services.

8. The Park District shall not assign this lease, nor any interest in this lease, nor sublet any portion of the premises but may grant permission and authority to any person to occupy and use space within the premises for any service necessary, incidental, or desirable to the operation for park purposes upon such terms and conditions as may be prescribed by the Park District.

9. The parties further agree that either of the parties shall have the right and privilege of terminating this lease at any time upon giving six (6) months notice, in writing, to the other party of its intention so to do, and in the event this lease is terminated, then all rights and interests of the parties shall cease, and any permanent building erected by the Park District shall then be, and become the property of the City. At the option of the City, any and all structures placed on the premises by the Park District shall be removed or demolished at the expense of the Park District and the premises restored to the same condition as when initially leased.

10. This lease may be executed in two counterparts, each of which shall constitute one and the same instrument.

FOR THE CITY OF URBANA, a municipal corporation created under and by virtue of the laws of the State of Illinois.

The following legally authorized representative certifies that this Lease between the City of Urbana and the Urbana Park District for a Real Estate Parcel Located at 911 North Lincoln Avenue, Urbana, Illinois, has been adopted and approved by ordinance or resolution, a copy of which document is attached hereto, or by other manner approved by law.

Signed this 1st day of October, 2008.

By: Jacquel Faust Prising

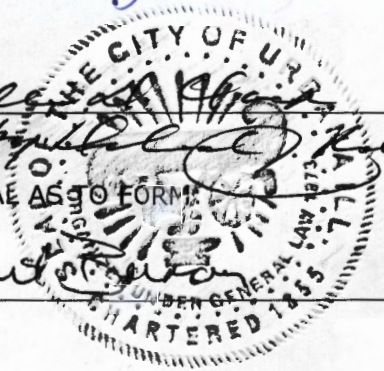
Title: Mayor

ATTEST:

[Signature], Clerk of the City of Urbana
[Signature], Deputy Clerk

APPROVAE AS TO FORM

[Signature], attorney for the City of Urbana



FOR THE URBANA PARK DISTRICT, a district organized and existing under the Park District Code of the State of Illinois.

The following legally authorized representative certifies that this Lease between the City of Urbana and the Urbana Park District for a Real Estate Parcel Located at 911 North Lincoln Avenue, Urbana, Illinois, has been adopted and approved by ordinance or resolution, a copy of which document is attached hereto, or by other manner approved by law.

Signed this 3rd day of October, 2008.

By: Clint Mays

Title: Executive Director

ATTEST:

[Signature], Secretary for the Urbana Park District Board

APPROVAL AS TO FORM:

[Signature], attorney for the Urbana Park District