

A RESOLUTION APPROVING  
A LEASE AGREEMENT WITH THE  
CHAMPAIGN-URBANA MASS TRANSIT DISTRICT

WHEREAS, the Champaign-Urbana Mass Transit District has plans for constructing and installing a bus shelter in downtown Urbana; and

WHEREAS, it is desirable and in the City's best interests for the City to lease space to the District for a bus shelter downtown; and

WHEREAS, the corporate authorities of the City of Urbana, Illinois desire to lease certain property to the Champaign-Urbana Mass Transit District pursuant to the authority conferred by "An Act in Relation to the Transfer of Real Estate Owned by Municipalities", approved June 2, 1925, as amended, (Ill.Rev.Stats., ch. 30, §§156-158a).

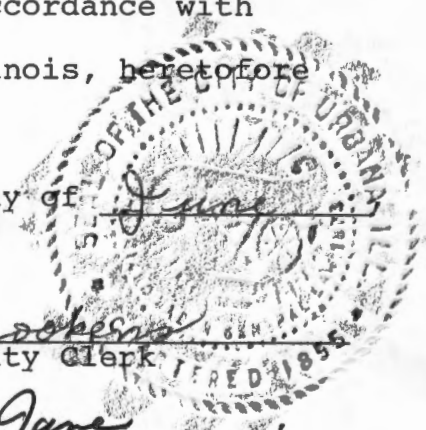
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

1. That the "Mass Transit District Bus Shelter Lease Agreement", a copy of which said Agreement is attached hereto and hereby incorporated by reference, be and the same is hereby approved.

2. That the Mayor and City Clerk of the City of Urbana be and the same are hereby authorized to execute and attest said Agreement for and on behalf of the City of Urbana.

3. That this Resolution is hereby passed at a regular meeting of said City Council by the affirmative vote of two-thirds (2/3 rds) of the aldermen and alderwomen holding office who did not abstain from voting on this Resolution, all in accordance with Ordinance No. 7374-61 of the City of Urbana, Illinois, heretofore adopted and in effect.

PASSED by the City Council this 4th day of June 1979.

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 6<sup>th</sup> day of June 1979.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

MASS TRANSIT DISTRICT BUS SHELTER  
LEASE AGREEMENT

This Lease is made between the City of Urbana, Illinois, and the Champaign-Urbana Mass Transit District.

WHEREAS, the District has plans for constructing and installing a bus shelter downtown; and

WHEREAS, it is desirable and in the City's best interests for the City to lease space to the District for a bus shelter downtown.

NOW, THEREFORE, in consideration of the representations, promises and undertakings contained in or referred to in this Lease, the City and the District hereby agree as follows:

1. Definitions.

(a) "City" means the City of Urbana, a municipal corporation of the State of Illinois, situated in Champaign County.

(b) "District" means the Champaign-Urbana Mass Transit District, a municipal corporation of the State of Illinois, situated in Champaign County.

(c) "Lease" means this Mass Transit District Bus Shelter Lease Agreement.

(d) "Bus shelter space" means the real estate leased by the City to the District pursuant to this Lease for the construction, installation, operation, and maintenance of a bus shelter, such real estate being legally described as follows:

Commencing at the Southeast corner of Lot 1 of a subdivision of Lots 33 and 35 of the Original Town of Urbana, thence North along the West R.O.W. Line of Broadway Avenue 25.0 feet; thence West 3.0 feet for a true point of beginning; thence North 15.0 feet; thence East 8.0 feet; thence South 15.0 feet; thence West 8.0 feet to the point of beginning, said tract containing 120.0 square feet.

2. Lease.

The City shall and does hereby offer to lease the bus shelter space to the District in accordance with and subject to the terms of this Lease. The District shall and does hereby accept the offer to lease the premises in accordance with and subject to the terms of this Lease.



### 3. Term.

(a) The term of this Lease shall commence on its effective date and shall be automatically renewed from year-to-year unless otherwise terminated as provided herein.

(b) Either the City or the District for any reason may terminate this Lease by action of its Council or Board after giving the other ninety (90) days notice of its intent to terminate and of the date and time of the meeting at which the Council or Board will consider such termination. Each shall give the other an opportunity to be heard at such meeting.

### 4. Rent.

(a) The District shall pay rent to the City for the use of the bus shelter space under this Lease.

(b) Rent shall be \$1.00 per year during the term of this Lease.

### 5. Use of Bus Shelter Space.

(a) The bus shelter space shall be used only for the construction, installation, operation, and maintenance of a bus shelter for the District.

(b) The District shall construct, install, operate, and maintain a bus shelter on the bus shelter space, which it shall move upon request of the City upon the termination of this Lease. Upon termination of this Lease, the District shall restore the bus shelter space to substantially its present condition, including the removal of the concrete pad and restoration of the pavement and a landscaped area.

(c) The District shall comply with City building codes of every kind in the construction, installation, operation, and maintenance of the bus shelter.

(d) The District shall maintain the bus shelter space and improvements thereon in a clean and aesthetically pleasing condition.

### 6. Indemnification and Insurance.

(a) The District shall provide insurance on the bus shelter space in types and amounts the same as the District provides for similar properties owned or leased by it. The City shall be a named insured on such policies.

(b) The City shall not be liable for any damage or injury to the District or any other person or any property occurring on the bus shelter space or any part thereof during the term of this Lease. The District shall and does hereby agree to indemnify, defend and save whole and harmless the City from liabilities of any kind, no matter how caused, to the extent legally possible, arising out of, on or from the bus shelter space during the term of this Lease.

7. Notices.

Any notice which the City or the District is required to give the other shall be given by mailing the same, postage prepaid, to the District at the office of its director, 801 University Avenue, Urbana, Illinois 61801, and to the City at the office of the Administrative Officer, 400 South Vine Street, Urbana, Illinois 61801, or at such other places as may be designated by the parties from time-to-time.

8. Effective Date.

This Lease shall become effective upon the date that it is fully executed and signed.

IN WITNESS WHEREOF, the City of Urbana and the Champaign-Urbana Mass Transit District have executed this Lease.

CITY OF URBANA

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT

By: *Jeffrey T. McDaniel*

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_