

RESOLUTION NO. 7980-R28

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 bus shelters in Urbana; and

WHEREAS, it is desirable and in the City's best interests for the City to lease space to the District for bus shelters; 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 (2/3rds) 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, ~~herebefore~~ adopted and in effect.

PASSED by the City Council this 21st day of April, 1980.

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 25<sup>th</sup> day of April, 1980.

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 bus shelters; and

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

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 spaces" means the real estate leased by the City to the District pursuant to this Lease for the construction, installation, operation, and maintenance of bus shelters, such real estate being depicted on Exhibit A, which is attached hereto and hereby incorporated by reference, and legally described as follows:

Commencing at the Southwest corner of the Southeast quarter of Section 20, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois; thence East along the South line of said Southeast Quarter, 645 feet; thence South 35 feet for a true point of beginning; thence West 12 feet; thence North 9 feet; thence East 12 feet; thence South 9 feet to the point of beginning.

Commencing at the Southwest corner of the Southeast Quarter of Section 20, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois; thence East along the South line of said Southeast Quarter, 645 feet; thence North 23 feet for a true point of beginning; thence West 12 feet; thence North 9 feet; thence East 12 feet; thence South 9 feet to the point of beginning.



## 2. Lease.

The City shall and does hereby offer to lease the bus shelter spaces 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. It is expressly understood, however, that this Lease is made subject and subordinate to any and all easement rights in favor of public utilities and to the prior and continuing right and obligation of the City to at all times use and enjoy all of the property described herein for any and all purposes, and for that purpose, there is hereby reserved an easement, including the rights (consistent with the rights herein granted) for the purpose of constructing, reconstructing, maintaining and using any and all existing or future public sewers and drains, electrical conduit or other public facilities and improvements for the use and benefit of the City, its successors and assigns, and District shall reimburse City for any damages resulting thereto from its use of the bus shelter spaces.

## 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 each of the bus shelter spaces under this Lease.

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

5. Use of Bus Shelter Spaces.

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

(b) The District shall construct, install, operate, and maintain bus shelters on the bus shelter spaces, which shall include a concrete pad having a two (2) inch galvanized steel conduit running parallel to and six (6) inches from the currently existing sidewalk adjacent to such bus shelter spaces, all of which it shall remove upon request of the City upon the termination of this Lease. Upon termination of this Lease, the District shall restore the bus shelter spaces to substantially their 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 shelters.

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

6. Indemnification and Insurance.

(a) The District shall provide insurance on the bus shelter spaces 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 spaces 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 spaces 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, ILLINOIS,

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT,

By: Jeffrey T. Markland, Mayor

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

ATTEST:

ATTEST:

Ruth S. Brookens, City Clerk

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_