

RESOLUTION NO. 8990-R13

A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION
OF A LEASE AGREEMENT FOR A PARKING LOT

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

Section 1. That A Lease Agreement for a Parking Lot
by and between the City of Urbana, Illinois and the Urbana Free
Library, in substantially the form of the copy of said Agreement
attached hereto 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 hereby authorized to attest to said execution of
said Agreement as so authorized and approved for and on behalf of
the City of Urbana, Illinois.

PASSED by the City Council this 2nd day of October,
1989.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 6th day of October,
1989.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
RESOLUTION NO. 8990-R13 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

October 4, 1989
Date

A LEASE AGREEMENT FOR A PARKING LOT

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 1989, by and between the Urbana Free Library, Champaign County, Illinois, a unit of local government of the State of Illinois ("Library") and the City of Urbana, Champaign County, Illinois, a municipal corporation of the State of Illinois ("City");

W I T N E S S E T H:

WHEREAS, Library is the owner of certain parcel real estate commonly known as 204 West Green Street in the City of Urbana, Illinois, more particularly described as follows:

All of Lot Nine (9) of James T. Roe's First Addition to Urbana, except the West Fifty (50) Feet thereof, and except the East Eighty-Five (85) Feet thereof, situated in the City of Urbana, in Champaign County, Illinois.

AND;

WHEREAS, Library is the owner of a strip of a certain parcel real estate in the City of Urbana, Illinois, 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, including all rights of the Grantors in the vacated alley lying to the south of said premises, all situated in the City of Urbana, County of Champaign, and State of Illinois.

WHEREAS, the City Council of the City has found and determined that it is necessary and convenient for the City to use, occupy and improve both such parcels of real estate (collectively, the "Premises") for the purpose of providing public parking.

NOW, THEREFORE, in consideration of the premises, covenants and mutual promises and undertakings contained or referred to herein, the City and the Library do mutually covenant and agree as follows:

Section 1. Library agrees to lease the Premises to City for a term of ten (10) years, such term to commence as of the first day of September, 1989, and end on the 31st day of August, 1999. City agrees to pay to Library as rent for the Premises the annual rental of One Dollar (\$1.00), payable in advance on the first day

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of July of each year during the term hereof, except for the first payment thereof, which shall be payable upon execution of this Lease Agreement.

Section 2. It is expressly understood and agreed by and between the Library and City that the Premises are to be used by the City for public parking and such other related purposes.

Section 3. City shall have the sole and exclusive right and authority to regulate the parking of automobiles and the control of traffic upon the Premises and to enforce the aforesaid regulations by parking meters and other appropriate means. The City shall have the exclusive right to collect all meter fees and all fines and penalties collected in connection with such enforcement.

Section 4. It is further understood and agreed that the City shall, at its own cost and expense, maintain the Premises for such public parking and other related purposes and shall make any and all such repairs to the Premises consistent with such purposes as the City, in its sole discretion, deems appropriate. The City shall also, at its own cost and expense, obtain, erect and maintain any and all parking meters, signs and other traffic control devices necessary to enforce any and all regulations pertaining to the parking of automobiles and the control of traffic at and within the Premises, but any and all such parking meters, signs and other traffic control devices shall remain the exclusive property of the City and may be removed by the City within a reasonable time following the termination of this Lease Agreement.

Section 5. It is further agreed that either party hereto shall have the right and privilege to terminate this Lease Agreement at any time upon giving ninety (90) days notice, in writing, to the other party of its intention to do so, or this Lease Agreement may be terminated at any time upon the mutual agreement of both the Library and the City, and in the event this Lease Agreement is so terminated, then all rights and interests of the parties hereto shall thereupon cease and determine, except as provided in Section 4 hereof with respect to the right of the City to remove parking meters, signs and other traffic control devices.

Section 6. This lease agreement shall supersede any previous agreement between the parties with respect to the Premises or the subject matter hereof, it being the intention of both the Library and the City to amend and/or repeal any such previous agreements between the parties to the extent that any such agreement is in conflict herewith.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their respective corporate officers to set their hands and seals to this Lease Agreement the day and year as first above written.

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LESSOR

THE URBANA FREE LIBRARY

BY:

Janetta Fleming, President
Board of Trustees

ATTEST

Frederick Schlipf, Exec. Dir.
The Urbana Free Library

LESSEE

CITY OF URBANA, ILLINOIS

BY:

ATTEST:

Ruth S. Brookens, City Clerk