

ORDINANCE NO. 7980-109

AN ORDINANCE
APPROVING A LEASE AGREEMENT

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

1. That a Lease Agreement for office space in the Empire Building between JUMER'S CASTLE LODGE and the CITY OF URBANA, ILLINOIS, a copy of which said Lease Agreement is attached hereto and incorporated herein by reference, be and the same is hereby approved.

2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Lease Agreement for and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council on the 2nd day of June, 1980.

PASSED by the City Council this 2nd day of June, 1980.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 5th day of June, 1980.

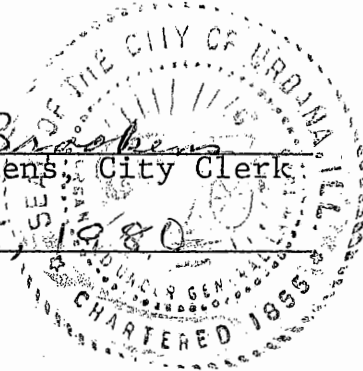
Jeffrey T. Markland
Jeffrey T. Markland, Mayor

7980-109

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 7980-109 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

June 5, 1980
Date



LEASE AGREEMENT

This Lease is made this _____ day of _____, 1980, by and between JUMER'S CASTLE LODGE, INC., a Delaware corporation of Peoria, Illinois ("Lessor"), and the CITY OF URBANA, ILLINOIS ("Lessee")

WHEREAS, the City of Urbana requires space for the offices of the Department of Community Development Services; and

WHEREAS, the Lessor has office space available in the Empire Building in the City of Urbana, Illinois.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. Lessor leases to Lessee the first floor of the commercial building located at 117 W. Elm Street, Urbana, Illinois, commonly known as the Empire Building, herein called the "Premises". The term of this lease shall be for a period of one (1) year beginning on March 1, 1980 and ending on February 28, 1981; provided, however, that either Lessor or Lessee may terminate this lease upon ninety (90) days notice in writing prior to the termination of this lease. Lessee shall have the option to renew this lease for an additional one (1) year period at a rental to be negotiated between the parties, providing such option is exercised in writing sixty (60) days prior to the termination of this lease.

2. Lessee shall pay the Lessor at its offices in Peoria, Illinois, or at such other place as Lessor may direct, a total rent of ELEVEN THOUSAND FOUR HUNDRED DOLLARS (\$11,400.00) payable in equal monthly installments of NINE HUNDRED FIFTY DOLLARS (\$950.00) in advance, commencing on March 1, 1980, and continuing until February 28, 1981; unless sooner terminated as herein before provided. All monthly rental installments payable hereinunder will be payable in advance on the first day of each month during the term of this lease; provided however, that there is no default in the payment of such rental installments if made by the 15th day of the month when due.

3. Any remodeling required by the Lessee shall be done at Lessee's expense and only after written permission is received from the Lessor. All erections, additions, fixtures and improvements, whether temporary or permanent in character, made in or upon the premises either by the Lessee or the Lessor shall be the Lessor's property and shall remain upon the premises at the termination of the term of said lease, by lapse of time or otherwise without compensation therefor to the Lessee. Provided however, that any such erections, additions, fixtures and improvements made by the Lessee which can be removed by Lessee without material damage to the premises may be removed by the Lessee at any time within forty-five (45) days of the termination of this lease, provided that Lessee shall repair any damage to the premises caused by such removal.

4. Lessee has examined, presently occupies and knows the condition of the premises and acknowledges that no representation as to the condition and repair thereof has been made by Lessor, or its agent, prior to or at the execution of this lease that are not herein expressed. Lessee shall make the repairs and improvements required of it in Exhibit "A", attached hereto, which repairs are necessary to bring the premises into compliance with the Building Code of the City of Urbana. The repairs shall be completed on or before August 30, 1980.

5. Lessee shall not suffer nor commit any waste in or about said premises, nor the building of which they are a part, and shall keep the demised premises, together with the fixtures therein and appurtenances in a clean, sightly, and sanitary condition, and in good repair and free from vermin and rodents, all at its own expense and shall yield the same back to the Lessor 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, as of the date of the execution hereof, loss by fire or other casualty and reasonable wear and tear excepted. However, Lessor shall make any and all major repairs to the interior and exterior of said building and Lessee shall make any and all minor repairs. For the purposes of this lease, major repairs shall mean any repairs to the

amount of \$ 200.00 or in excess thereof, and minor repairs shall mean any repairs under that sum. Provided however, Lessee shall not be responsible for minor repairs after it has expended \$ 600.00 in making minor repairs to the premises during the term of this lease; all further repairs shall be the responsibility of the Lessor except to the extent the repairs are necessitated by the acts of the Lessee or its employees or agents. The minor repairs required of the Lessee by this paragraph are in addition to those required of Lessee by Paragraph 4.

6. Lessee shall use the leased premises only for governmental offices and all other operations relating to the same. Lessee will not allow the premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein above specified, and will not load floors with the machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the premises to be occupied in whole, or in part, by any other person and will not sublet the same or any part thereof nor assign this lease without in each case the written consent of the Lessor first had; and Lessee will not permit any transfer by operation of law of the interest in the premises acquired through this lease; and will not permit the premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard to the building, or disturb the tenants of the neighborhood; and will not permit the same to remain vacant or unoccupied for more than ten (10) consecutive days.

7. Lessee shall pay its proportionate share of all utilities including gas, electric and water, except telephone.

8. Lessee shall provide janitor and cleaning services for the premises at its own expense.

9. Lessee agrees that lettering on doors and windows and any signs shall be of a size and type approved by Lessor, the cost of the same to be borne by Lessee.

10. In case said premises shall be rendered untenable by fire, explosion or other casualty, natural or otherwise, Lessor may, at its option, terminate this lease or repair said premises within sixty (60) days. If Lessor does not repair said premises within said time, or the building containing said premises shall have been wholly destroyed, the term hereby created shall cease and terminate. Rent shall abate for such period that the premises are untenable.

11. Lessor reserves the right to enter upon the leased premises at all reasonable hours for the purposes of inspecting the same, or making repairs, additions or alterations to the leased premises or the building in which the same are located.

12. Lessor represents and warrants to Lessee that it has full right and authority to enter into this lease agreement and further warrants that so long as Lessee does not default in the performance of any covenant in this lease, Lessee shall quietly enjoy the leased premises in accordance with the term of this lease.

13. Lessee will pay and discharge all reasonable costs, attorneys' fees and expenses that may be incurred by Lessor in enforcing the covenants and agreements of this lease, and this lease and all covenants and agreements herein contained shall be binding upon, apply, and inure to the respective successors and assigns of all parties to this lease.

14. No part of the term shall pass by execution, judicial sale or bankruptcy proceedings.

15. A waiver of any default shall not be deemed to be a waiver of any future default.

16. All notices required or permitted under this lease shall be deemed to be properly served if delivered in writing personally to the party or parties being served, or sent by registered or certified mail, postage prepaid, to Lessor at 117 N. Western, Peoria, Illinois, and to Lessee at City Building, 400 South Vine Street, Urbana, Illinois. The place for giving any such notice may from time to time be changed by either party by giving the other party written notice of such change. Date of

service of such notice if served by mail shall be the date on which such notice is deposited in the Post Office of the United States Post Office Department.

17. Lessee shall keep and maintain in full force and effect insurance covering loss or damage to its contents and shall also keep and maintain at its expense public liability insurance in company or companies and in an amount or amounts satisfactory to Lessor, naming Lessor as additional insured. The original of the said liability policy shall be delivered to Lessor. Lessor shall fully insure the Empire Building against all casualties and fire.

18. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors, assigns, personal representatives and parties in interest, and may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first above written.

JUMER'S CASTLE LODGE, INC. ("Lessor")

By: _____
President

ATTEST:

Secretary

CITY OF URBANA, ILLINOIS

By: _____
Jeffrey T. Markland, Mayor

ATTEST:

Ruth S. Brookens, City Clerk

EXHIBIT "A"

1. North stair must have undercoating of 5/8" drywall. (City)
2. South stair must be completely enclosed with one hour fire-rated construction (basically, this means building a wall section above the first floor ceiling to the underside of the second floor with 2" x 4" studs with 5/8" drywall each side.) (City)
3. Install solid wood door to mechanical room. (City)
4. Patch holes in mechanical room walls. (City)
5. Replace exit light bulbs on both floors (City and R.P.C.).
6. Recharge all fire extinguishers (City and R.P.C.).

NOTE: Party cited in parentheses is responsible for repairs.