

92-R-93

A RESOLUTION

Authorizing the City Manager to Enter Into
a Lease for 2022 Central Street with
Cousins Tours & Travel, Inc.

WHEREAS, the City of Evanston owns certain real
property known as 2022 Central Street; and

WHEREAS, said real estate is improved with a one story
building; and

WHEREAS, the City Council of the City of Evanston has
determined that it is not necessary or in the best interests of
the City that it retain the use of said property; and

WHEREAS, the City Council of the City of Evanston has
determined that the best interest of the City of Evanston would
be served by the leasing of said property to Cousins Tours and
Travel, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized
and directed to sign and the City Clerk is hereby authorized and
directed to attest on behalf of the City of Evanston a lease by
and between the City of Evanston as Lessor and Cousins Tours and
Travel, Inc. as Lessee, for 2022 Central Street, Evanston, at a
rental of One Thousand Two Hundred Fifty and no/100ths dollars
(\$1,250.00) per month for the period September, 1993 through
August, 1994, and ONE Thousand Four Hundred and no/100ths Dollars

(\$1,400.00) per month for the period September, 1994 through August, 1995. Such lease shall be in substantial conformity with the lease marked as Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional terms or conditions as may be in the best interests of the City.

SECTION 3: This resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Lorraine H. Morton
Mayor

ATTEST:
Kristen Davis
City Clerk

Adopted: September 13, 1993

LEASE

TERM OF LEASE

DATE OF LEASE	BEGINNING	ENDING
August 18, 1993	September 1, 1993	August 31, 1995
LOCATION OF PREMISES:	2022 Central Street Evanston, Illinois	
PURPOSE:	Offices of Travel Agency	
LESSEE:	LESSOR:	
Cousins Tours & Travel, Inc. 2022 Central Street Evanston, Illinois	City of Evanston Evanston Public Library 1703 Orrington Evanston, Illinois	

IN CONSIDERATION of the agreements herein stated, LESSOR hereby leases to LESSEE the premises commonly known as 2022 Central Street, Evanston, Illinois, to be used for the business activities of the LESSEE subject to the restrictions and provisions stated herein.

1. The monthly rental shall be as follows:

Year 1 (September, 1993 through August, 1994) \$1250.00

Year 2 (September, 1994 through August, 1995) \$1400.00

2. LESSEE shall pay or cause to be paid the rent above stated to the LESSOR, said rent to be due and payable one month in advance, by the first calendar day of each month for that month. Said rent shall be paid to the order of the Evanston Public Library and delivered to 1703 Orrington Avenue, Evanston, Illinois.

3. LESSEE will pay, in addition to the rent above specified, all water rents, gas and electric light power bills taxed, levied or charged on the premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, LESSOR shall have the right to pay the same, which amounts so paid, together with any sums paid by LESSOR to keep the premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

4. LESSEE hereby covenants and agrees to pay promptly when due each and every installment of real estate taxes for the premises, which taxes are now billed under tax index number 10-12-103-028. It is understood and agreed that said taxes are generally billed one year after tax year. Said taxes shall be paid as follows:

- (a) Lessor shall provide lessee a copy of each tax bill;
- (b) Lessee shall within five days of receipt of said bill remit to lessor an amount equal to lessee's tax obligation;
- (c) Lessor shall pay the tax bill on behalf of lessee;
- (d) Lessee shall deposit with lessor on July 15, 1995, the sum of Three Thousand Five Hundred Dollars (\$3,500) for the payment of the 1995 taxes which are not anticipated to be billed until 1996, or after lessee has vacated the premises. Lessee agrees that payment of this security shall not release it from its obligation to pay the actual 1995 bill, prorated through to its last day of lease term; furthermore, payment of this deposit shall only be required if, by July 15, 1995, no renewal of the current lease has been signed and secured.

Any interest earned by lessor upon said security shall be credited to lessee's outstanding tax obligations and the excess, if any, remitted to lessee.

5. The premises shall not be sublet in whole or in part to any person other than LESSEE, and LESSEE shall not assign this lease without, in each case, the consent in writing of LESSOR. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against LESSEE, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare LESSEE insolvent or unable to pay LESSEE'S debts, or LESSEE makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for LESSEE or for the major part of LESSEE'S property and, in the case of an involuntary petition or proceeding, the petition or proceeding is not dismissed within thirty (30) days from the date it is filed, LESSOR may elect, but is not required, with or without notice of such election and with or without entry or

other action by LESSOR, to forthwith terminate this lease. Notwithstanding any other provisions of this lease, upon such termination LESSOR shall forthwith be entitled to recover damages in an amount equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created as liquidated damages.

6. 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 hereinbefore specified. LESSEE will not keep or use or permit to be kept or used in or on the premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of lessor first had and obtained. LESSEE will not load floors beyond the floor load rating described by applicable municipal ordinances. LESSEE will not use or allow the use of the premises for any purpose whatsoever that will injure the reputation of the premises or of the building of which they are a part.

7. LESSEE has examined and knows the condition of the premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and that no agreements or promises to decorate, alter, repair or improve the premises, have been made by LESSOR or its agent prior to or at the execution of this lease that are not herein expressed.

8. LESSEE shall keep the premises and appurtenances thereto in a clean, sightly and healthy condition and in good repair, all according to the statutes and ordinances in such cases made and provided, and per directions of public officers thereunto duly authorized, all at its own expense, and shall yield the same to LESSOR upon the termination of this lease, whether such termination shall occur by expiration of the term or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. LESSEE shall make all necessary repairs and renewals

upon premises and replace broken globes, glass, and fixtures with materials of the same size and quality as that broken and shall insure all glass in windows and doors of the premises at his own expense. If, however, the premises shall not thus be kept in good repair and in a clean, sightly, and healthy condition by LESSEE, as aforesaid, LESSOR may enter the same, himself or by his agents, servants, or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the premises by LESSEE, and LESSOR may replace the same in the same condition of repair, sightliness, healthiness, and cleanliness as existed at the date of execution hereof, and LESSEE agrees to pay to LESSOR, in addition to the rent hereby reserved, the expenses of LESSOR in thus replacing the premises in like condition. LESSEE shall not cause or permit any waste, misuse or neglect of the water, or of the waste pipes or electric fixtures.

9. LESSEE will allow LESSOR or any person authorized by LESSOR free access to the premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which LESSOR may see fit to make, and LESSEE will allow LESSOR to have placed upon the premises at all times notices of "For Sale" and "For Rent," and LESSEE will not interfere with the same.

10. LESSOR shall not be liable to LESSEE for any damage or injury to him or his property occasioned by the failure of LESSOR to keep the premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes, or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer or downspout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said

radiators are under the control of LESSEE, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor from any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of LESSOR's agents or LESSOR himself, all claims for any such damage or injury being hereby expressly waived by LESSEE.

11. LESSEE will provide its own security and custodial services and shall be responsible for supplying electric lighting, cleaning, and general maintenance of the leased premises, including entries, exits and immediately adjacent parking area.

12. If LESSEE defaults in the payment of rent and such default continues for five (5) or more days after the same be due and payable, or if LESSEE defaults in the prompt and full performance of any other provision of this lease and LESSEE does not cure the default within ten (10) days after written demand by LESSOR that the default be cured (unless the default involves a hazardous condition, which shall be cured forthwith upon LESSOR'S demand) or if the leasehold interest of LESSEE is levied upon under execution or is attached by process of law, or if LESSEE abandons, deserts or vacates the premises and they remain unoccupied for five (5) consecutive days, then and in any such event LESSOR may, if LESSOR so elects but not otherwise, with or without notice of such election and with or without any demand whatsoever, either forthwith terminate this lease and LESSEE'S right to possession of the premises or, without terminating this lease, forthwith terminate LESSEE'S right to possession of the premises. An election by LESSOR to terminating the lease shall not preclude a subsequent election by LESSOR to terminate the lease.

13. Upon termination of this lease, whether by lapse of time or otherwise, or upon any termination of LESSEE'S right to possession without termination of this lease, LESSEE shall surrender possession and vacate the premises immediately, and deliver possession thereof to the LESSOR. LESSEE hereby grants to LESSOR full and free license to enter into and upon the premises in such event, with or without process of law, and to repossess LESSOR of the premises as of LESSOR'S former estate and to expel or remove LESSEE and any others who may be occupying or within the premises and to remove any and all property therefrom, using any such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer or conversion of property and without relinquishing the LESSOR'S rights to rent or any other right given to LESSOR hereunder or by operation of law. LESSEE expressly waives the service of any demand for the payment of rent or for possession and the service of any notice of LESSOR'S election to terminate this lease or to re-enter the premises, including any and every form of demand and notice prescribed by any statute or other law, and agrees that the simple breach of any covenant or provision of this lease by LESSEE shall, of itself, without the service of any notice of demand whatsoever, constitute a forcible detainer by LESSEE of the premises within the meaning of the statutes of the State of Illinois.

14. LESSEE hereby constitutes and irrevocably appoints any attorney of any court to be the true and lawful attorney of LESSEE and in the name, place and stead of LESSEE to appear for and on behalf of LESSEE in any court of record at any time in any suit or suits brought against LESSEE for the enforcement of any right hereunder by LESSOR, to waive the issuance and service of process and trial by jury, and, from time to time, to confess judgment or judgments in favor of LESSOR and against LESSEE for any rent and interest thereon due thereunder by LESSEE TO LESSOR and for costs of suit and for a reasonable

attorney's fee in favor of LESSOR to be fixed by the court, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no appeal shall be prosecuted from such judgment or judgments, or that no proceedings in chancery or otherwise shall be filed or prosecuted to interfere in any way with the operation of such judgment or judgments or of any execution issued thereon or with any supplemental proceedings taken by LESSOR to collect the amount of any judgment or judgments and to consent that execution on any such judgment or decree in favor of LESSOR and against LESSEE may issue forthwith.

15. Any and all property which may be removed from the premises by LESSOR pursuant to the authority of the lease or of law, to which LESSEE is or may be entitled, may be handled, removed or stored in a commercial warehouse or otherwise by LESSOR at LESSEE'S risk, cost and expense and LESSOR shall in no event be responsible for the value, preservation or safekeeping thereof. LESSEE shall pay to LESSOR, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in LESSOR'S possession or under LESSOR'S control. Any such property of LESSEE not removed from the premises or retaken from storage by LESSEE within thirty (30) days after the end of the term shall be conclusively presumed to have been abandoned by LESSEE.

16. If LESSEE violates any of the terms and provisions of this lease or defaults in any of its obligations hereunder, other than the payment of rent or other sums payable hereunder, such violation may be restrained or such obligation enforced by injunction or other equitable action.

17. LESSEE hereby grants to LESSOR a first lien upon the interest of LESSEE under this lease to secure the payment of moneys due under this lease, which lien may be foreclosed in equity.

18. No waiver by LESSOR of any default of LESSEE shall be

implied to affect, and no express waiver shall affect, any default other than the default specified in such waiver and that only for the time and to the extent therein stated.

19. No receipt of money by LESSOR from LESSEE after knowledge of any breach hereof by LESSEE after the termination of this lease, the service of any notice, the commencement of any suit or final judgment for possession shall reinstate, continue or extend the term of this lease or affect any such notice, demand, suit or judgment, nor shall it be construed as an election not to proceed under the provisions of the lease.

20. If LESSEE at any time fails to make any payment or perform any other act on its part to be made or performed under this lease, LESSOR may, but shall not be obligated to, after reasonable notice or demand and without waiving or releasing LESSEE from any obligations under this lease, make such payment or perform such other act to the extent LESSOR may deem desirable and in connection therewith pay expenses and employ counsel. All sums so paid by LESSOR and all costs, charges and expenses incurred by LESSOR in enforcing LESSEE'S obligations hereunder or incurred by LESSOR in any litigation, negotiation or transaction in which LESSEE causes LESSOR, without LESSOR'S fault, to be involved or concerned (including, but not limited to attorney's fees and costs) shall be payable upon demand, together with interest thereon at the rate of eight percent (8%) per annum from the date such sum was paid or such charge, cost or expense was incurred and LESSOR shall have the same rights and remedies for the nonpayment thereof as in the case of default in the payment of rent hereunder.

21. If LESSEE'S right to the possession of the premises shall be terminated in any way, the premises or any part thereof may, but need not, be relet by LESSOR, for the account and benefit of LESSEE, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the LESSOR, but LESSOR shall not be required to accept or receive any tenant offered by LESSEE, nor to do any

act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of LESSEE or otherwise, LESSEE hereby waiving the use of any care or diligence by LESSOR in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agent and including also expenses of redecorating, LESSEE agrees to pay and satisfy all deficiency; but the acceptance of a tenant by LESSOR, in place of LESSEE, shall not operate as a cancellation hereof, nor to release LESSEE from the performance of any covenant, promise or agreement herein contained and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of LESSEE arising hereunder.

22. At the termination of the lease, by lapse of time or otherwise, LESSEE agrees to yield up immediate and peaceable possession to LESSOR, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of SEVENTY-FIVE DOLLARS (\$75) per day.

23. LESSEE shall, during the entire term hereof, keep in full force and effect a Comprehensive General Liability Policy with respect to the leased premises, and the business operated by the tenant and any subtenants of the tenant in the leased premises, in which bodily injury limits shall be not less than ONE MILLION DOLLARS (\$1,000,000) aggregate per person and per accident, and in which the property damage limits shall not be less than ONE HUNDRED THOUSAND DOLLARS (\$100,000). LESSEE shall also insure the following indemnity provisions, and such agreement shall be clearly recited in the body of the Certificate of Insurance:

"Lessee covenants and agrees that it will protect and save and keep owner/lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of the laws or ordinances, or as a result of accidents or other occurrences, whether occasioned by neglect of owner/lessor or

those holding under lessee."

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity provisions, the indemnity provision shall govern. LESSEE shall furnish copies of the Certificate of Insurance with the lessor/owner named as an additional insured with an insurance company acceptable to the lessor/owner at the commencement of the lease and each year thereafter of the insurance term. The tenant shall furnish, where requested, a certified copy of the policy(s) to the LESSOR. The policy(s) shall provide, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until thirty (30) days after the LESSOR has received written notice from the insurance company(s). An insurance company having less than a B+ Policyholder's Rating by the Alfred M. Best Company will not be considered acceptable.

24. In event any lien upon LESSOR'S title results from any act or neglect of LESSEE, and LESSEE fails to remove said lien within ten (10) days after LESSOR'S notice to do so, LESSOR may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and LESSEE shall pay LESSOR upon request the amount paid out by LESSOR in such behalf, including LESSOR'S costs, expenses and counsel fees.

25. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to LESSOR or LESSEE at said respective addresses in which event the notice shall be deemed to have been served at the time this copy is mailed.

26. (a) LESSEE shall keep and observe such reasonable rules and regulations now or hereafter required by LESSOR, which may be necessary for the proper and orderly care of the

building of which the premises are a part.

(b) All covenants, promises, representations, and agreements herein contained shall be binding upon, apply and inure to the benefit of LESSOR and LESSEE and their respective heirs, legal representatives, successors and assigns.

(c) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

27. This document represents the entire obligation agreed to by the parties. Any modification hereto must be in writing and signed by both parties.

WITNESS the hands and seals of the parties hereto:

LESSOR:

CITY OF EVANSTON
Evanston Public Library

By: _____

Date: _____

SEAL

LESSEE:

COUSINS TOURS & TRAVEL, INC.

By: _____

Date: _____

SEAL

file: wpwin\leasenb

