

1-23-97
1-28-97

7-R-97

A RESOLUTION

Authorizing the City Manager to Enter Into
a Lease for 943-949 Chicago Avenue
to House the South Branch Library

WHEREAS, the City of Evanston has maintained a branch of the public library for over 70 years at 943-949 Chicago Avenue, Evanston; and

WHEREAS, the continued presence of a branch of the Evanston Public Library at 943-949 Chicago Avenue, Evanston is in the best interest of the citizens of the City of Evanston,

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 hereby authorized and directed to attest on behalf of the City of Evanston, a lease by and between the City of Evanston as Lessee and R.A. Salem as Lessor, for 943-949 Chicago Avenue, Evanston. Such lease shall be in substantial conformity with the lease marked as Exhibit A attached hereto and incorporated herein by reference.

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

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner required by law.

Lorraine H. Norton
Mayor

ATTEST:

Kristen Davis
City Clerk

Adopted: April 8, 1997

STORE LEASE

Date of Lease: 3-1-97
 Lease Term Beginning: 5-1-97
 Lease Term Ending: 4-30-98

Monthly Rent for period from 5-1-97 through 4-30-98: \$2,950.00

Location of Premises: 943-949 Chicago Avenue, Evanston, IL 60202

Purpose: Public Library

LESSEE		LESSOR	
Name	Evanston Public Library	Name	R. A. Salem, c/o Mary Daly
Address	1703 Orrington Avenue	Address	941 Chicago Avenue
City	Evanston, IL 60201	City	Evanston, IL 60202

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

1. RENT

Lessee shall pay Lessor or Lessor's agent as rent for the premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

2. WATER, GAS, AND ELECTRIC CHARGES

Lessee will pay, in addition to the rent above specified, electric, light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said bills for 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:

3. SUBLETTING; ASSIGNMENT

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 first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. Any written consent sought by Lessee pursuant to this paragraph shall not be unreasonably withheld by Lessor. Upon assignment or sublease of this Lease, and assumption of the obligations hereunder by assignee or sublessee, Lessee may request a release from its obligations under this Lease, such consent not to be unreasonably withheld by Lessor.

replacements and other actions undertaken pursuant to this Lease made by the Lessor shall, to the extent feasible, be equal in quality to the original work.

7. ACCESS TO PREMISES

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.

8. NON-LIABILITY OF LESSOR

Except as provided by Illinois statute, 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 pipe or down-spout, 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, or 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 for any damage or injury arising from any act, omission or negligence of co-Lessees 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.

9. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES)

Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said Premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and moveable furniture.

15. LESSEE'S RIGHTS AND REMEDIES

a) Lessor shall be in default for failure to observe any of these covenants, conditions, agreements, and warranties, herein to be kept, observed, performed, and/or made by Lessor, when such default shall continue for ten (10) days after written notice thereof from Lessee to Lessor. b) Lessor is obligated to commence, within ten (10) days from notice from Lessee thereof, the cure of those defaults which can be cured. c) If Lessor fails to provide the services in paragraph 10, "Climate Control", Lessee may provide same and deduct the associated costs and expenses from rent. Lessee shall not be deemed to be in default of this Lease, if it exercises this right of offset. d) If a default occurs, Lessee shall have the following rights and remedies, which shall be distinct, separate and cumulative, which may be exercised by Lessee currently or consecutively in any combination and which shall not operate to exclude or deprive Lessee of any other right or remedy allowed it hereunder by law: 1) Lessee may terminate this Lease by giving to Lessor notice of Lessee's intention so to do, in which event the Term shall end, and the right, title and interest of Lessee hereunder shall expire, as well as all obligations of Lessee hereunder, on the date stated in such notice; 2) Lessee may enforce the provisions of this Lease and may enforce and protect the rights of Lessee hereunder by a suit or suits in equity or at law for the specific performance of any covenant, agreement or warranty contained herein, or the enforcement of any other appropriate legal or equitable remedy.

16. LESSOR'S RIGHTS AND REMEDIES

Lessee shall be in default if: a) Lessee shall abandon the Premises or vacate the same during the Term hereof; or b) Lessee shall default in any payments of Rent required to be made by Lessee hereunder when due as herein provided and such default shall continue for ten (10) days after notice thereof in writing to Lessee; or c) Lessee shall default in securing insurance or in providing evidence of insurance provided for in this Lease and such default shall continue for thirty (30) days after notice thereof in writing to Lessee; or c) Lessee shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee; or e) 1) Lessee shall repeatedly be late in the payment of Rent required to be paid hereunder or shall repeatedly default in the keeping, observing, or performing of any other covenants or agreements herein contained to be kept, observed or performed by Lessee (provided written notice of such repeated late payments and other default shall have been given to Lessee). For purposes of this paragraph, an event is "repeated" if it occurs three or more times. e) 2) Lessor may, but shall not be obligated to, cure any default by Lessee, specifically including, but not by limitation, Lessee's failure to obtain insurance or make repairs, after written notice to Lessee of such default(s), and an appropriate opportunity to cure having been given to Lessee. Lessee shall reimburse Lessor for any cure(s) made by Lessor pursuant to this paragraph.

17. RIGHT TO RELET

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 (except as provided by Illinois statute) 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. Lessor shall not unreasonably refuse to accept or receive any sub-Lessee offered by Lessee. If a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses

has under this paragraph is limited by the provision of paragraph 6B, above, the substance of which is that the Lessee has no responsibility for non-routine, extraordinary maintenance.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

Richard A. Salem Date

Evanston Public Library Date
City of Evanston

file: gottsch/south branch lease 2.doc
P. Gottschalk
February 28, 1997