

3/19/99

22-R-99

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

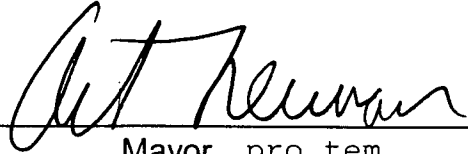
WHEREAS, the continued presence of a branch of the Evanston Public Library at 943-949 Chicago Avenue, Evanston is in the best interest of the citizens of the City of Evanston,

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 Mr. 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.

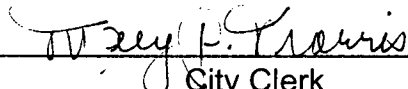
SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions of the lease as may be determined to be in the best interests of the City.

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.



Mayor pro tem

ATTEST:



City Clerk

Adopted: April 20, 1999

STORE LEASE

Date of Lease: 3-1-99
Lease Term Beginning: 5-1-99
Lease Term Ending: 4-30-00

Monthly Rent for period from 5-1-99 through 4-30-00: \$3,120.00

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.

4. LESSEE NOT TO MISUSE

Lessee will not knowingly permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. 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, unless otherwise agreed to by the parties. 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 prescribed 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.

5. CONDITION ON POSSESSION

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 no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

6. REPAIRS AND MAINTENANCE

a) 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 the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back 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 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 Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures. b) However, Lessee will have no responsibility or obligation whatsoever for non-routine extraordinary maintenance, repairs, reconstructions, or replacements, whether structural or non-structural, foreseen or unforeseen, to the building. Lessor, therefore, is obligated to install as new or make repairs to heating, electrical, sewer, plumbing systems, whether in existence as of the date hereof or added later, to repair or replace floors, joists, beams, rafters, walls and partition studs, supporting columns, or foundations, provide that Lessee is not responsible for the damage. The foregoing are intended as a non-exclusive list of examples of the comprehensive obligations which Lessor hereby undertakes. Further, Lessor at its own cost, will effect to the building any actions required by applicable State, Federal, and local legislation, including, but not limited to, Life Safety, and abatement, control, or removal of asbestos or other materials, excluding modifications required by the Americans With Disabilities Act. All maintenance, repairs, reconstructions,

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.

10. CLIMATE CONTROL

Lessor shall provide heated air in season, to maintain a year-round temperature no less than 68 degrees Fahrenheit from 9 A.M. to 6 P.M. Tuesday, Wednesday, Thursday and Friday, and from 9 A.M. to 5 P.M. Saturday, with the exception of New Year's Day, Easter Sunday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day.

11. FIRE AND CASUALTY

In case the Premises shall be rendered untenable, in Lessee's sole judgment, by fire, explosion, or other casualty, Lessee, may, at its option, terminate this lease. In such event, all of Lessee's obligations hereunder shall be deemed to have terminated as of the date of the casualty.

12. LESSOR'S INSURANCE

Lessor shall maintain all risk, non-contributory property casualty insurance coverage on the building in an amount equal to the full replacement cost of the building.

13. TERMINATION; HOLDING OVER

At the termination of this term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option, within thirty days after termination of the term, serve written notice upon Lessee that such holding-over constitutes creation of a tenancy at sufferance, at a rental of \$150 per day for the time Lessee remains in possession.

14. QUIET ENJOYMENT

Lessor represents that it has full power and authority to enter into this Lease. So long as Lessee is not in default in the performance of its covenants and agreements in this Lease, Lessee's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Lessor or by any person claiming by, through, or under Lessor.

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

of reletting, including commissions to agents, and including also expenses of redecorating, Lessee agrees to pay and satisfy all deficiency.

18. REMEDIES NOT EXCLUSIVE

The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, except as specifically provided for elsewhere in this lease. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

19. NOTICES

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 the copy is mailed.

20. MISCELLANEOUS

(a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease. (b) 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. (c) 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. (d) 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. e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees. f) If either party believes the other is violating any terms of the lease, they shall promptly bring the matter to the attention of the other and try to resolve their differences through negotiation. If that fails, they should attempt to resolve the matter through mediation, where appropriate.

21. SEVERABILITY

If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

22. CODE COMPLIANCE

Lessor, at its sole cost, will keep all portions of the leased premises to which it retains control in compliance with all applicable codes. Any responsibility Lessee

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 99-00.doc
P. Gottschalk
January 22, 1999