

10/6/99

68-R-99

**A RESOLUTION**

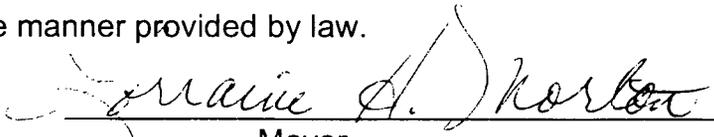
**Authorizing the City Manager to Enter Into  
an Amendment to the Parking Lease for  
1880 Oak LLC, Evanston, Illinois**

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, an Amendment to the Parking Lease by and between the City of Evanston as Lessee and 1880 Oak LLC, an Illinois limited liability company, as Lessor. Such lease amendment shall be in substantial conformity with the amendment 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 terms 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 its passage and approval in the manner provided by law.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Adopted: November 8, 1999

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN  
TO:

Lawrence M. Gritton  
Katz Randall & Weinberg  
333 West Wacker Drive  
Suite 1800  
Chicago, Illinois 60606  
(312) 807-3800

KRW File No. 08092.00300

This space reserved for Recorder.

## **FIRST AMENDMENT TO PARKING LEASE**

**THIS FIRST AMENDMENT TO PARKING LEASE** (hereinafter referred to as "this Amendment"), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between **THE CITY OF EVANSTON, ILLINOIS**, a home rule unit of local government located in Cook County, Illinois (hereinafter referred to as the "Landlord"), and **1880 Oak LLC**, a Delaware limited liability company (hereinafter referred to as "Tenant").

### **RECITALS**

A. The parties have heretofore entered into a Parking Lease dated as of April 6, 1999 ("Parking Lease"), which was recorded on April 16, 1999 as Document No. 99367941 with the Cook County Recorder of Deeds, relating to the property legally described on Exhibit A attached hereto.

B. The parties desire to amend the Parking Lease as herein provided.

C. Initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Parking Lease.

**NOW THEREFORE**, in consideration of the premises set forth above, and the mutual agreements hereinafter set forth below, it is hereby agreed by and between the parties hereto as follows:

1. **INCORPORATION OF RECITALS.** The representations set forth in the foregoing recitals are material to this Amendment and are hereby incorporated into and made a part of this Amendment as though they were fully set forth in this Article 1.

2. **AMENDMENT.** Article 3 of the Parking Lease is hereby amended by deleting the words "on the day which City of Evanston issues its certificate of occupancy for the Improvements" in the fifth (5<sup>th</sup>) line and substituting in lieu thereof the words "on the day the new City of Evanston parking garage in the Northwestern University Research Park at Clark and Maple is open for monthly parking."

3. **REMAINDER IN EFFECT.** The remaining terms and provisions of the Parking Lease shall remain in full force and effect.

4. **DUPLICATE ORIGINALS.** This Amendment may be executed in two or more counterparts, each of which is deemed to be an original.

5. **CAPTIONS.** The captions in this Amendment are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Amendment of any of the provisions thereof.

6. **TIME.** Time is of the essence of this Agreement.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed as of the day and year first above written.

**TENANT:**

**1880 OAK LLC**

By: \_\_\_\_\_

Name: Stephen Kardel

Title: Manager

**LANDLORD:**

**CITY OF EVANSTON**

By: \_\_\_\_\_

City Manager