

28-R-03

RESOLUTION

**Authorizing the City Manager to Enter into an Agreement
With Prentiss Properties Acquisition Partners, L.P.,
For an Interim Parking Plan to Provide for Required
Parking for the Building, Located at 1800 Sherman Avenue
During Construction of a Parking Garage at 800 Elgin Road**

WHEREAS, Optima Incorporated ("Optima") intends to erect Optima Horizons, a 16-story commercial/residential building with parking on 4 stories, at the southeast corner of Elgin Road and Benson Avenue, which currently provides 182 parking spaces required for the commercial/retail building commonly known as 1800 Sherman Avenue; and

WHEREAS, the construction of Optima Horizons will cause the demolition of the 182 required parking spaces for operation of the building commonly known as 1800 Sherman Avenue during construction of Optima Horizons; and

WHEREAS, Optima Horizons will include and provide 182 spaces to satisfy the required parking for 1800 Sherman Avenue; and

WHEREAS, 182 parking spaces must be provided for the continued operation of 1800 Sherman Avenue during construction of Optima Horizons; and

WHEREAS, Prentiss Properties Acquisitions Partners, L.P. ("Prentiss") owns the building commonly known as 1800 Sherman Avenue; and

WHEREAS, Prentiss requires 182 parking spaces for continued compliance with City of Evanston zoning requirements for operation of 1800 Sherman Avenue; and

WHEREAS, the City of Evanston owns the public parking facility located at 1800 Maple Avenue commonly known as 1800 Maple Self Park; and

WHEREAS, the City of Evanston has 182 parking spaces available for rental in the 1800 Maple Self Park; and

WHEREAS, the City of Evanston as lessor and "Prentiss", as lessee, are desirous of entering into an agreement permitting the rental of 182 parking spaces in the 1800 Maple Self Park; and

WHEREAS, the rental of 182 parking spaces is necessary for the continued compliance with zoning ordinances for 1800 Sherman Avenue until occupancy of the parking garage in Optima Horizons is approved;

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

SECTION 1: That the City Council hereby authorizes and directs the City Manager to sign, and the City Clerk to attest, an agreement between the City and "Prentiss" in substantial conformity with that attached hereto as Exhibit A and made a part hereof.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Agreement 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.

Lorraine H. Morton
Lorraine H. Morton, Mayor

ATTEST:

Mary J. Morris
City Clerk

Adopted: May 7, 2003

PARKING LEASE

This Parking Lease ("Lease") is made this 8th day of May, 2003, by and between the City of Evanston, a Municipal Corporation (LESSOR), AND Prentiss Properties Acquisition Partners, L.P., a Delaware limited partnership (LESSEE), for the purpose of compliance with Zoning-required parking spaces for the existing office building commonly known as 1800 Sherman Avenue during construction of a project commonly known as 800 Elgin, wherein parking will be constructed to equal or exceed the number of spaces required by existing Zoning ordinances for required parking spaces for both 1800 Sherman Avenue and 800 Elgin Road.

WITNESSETH:

LESSOR, for an in consideration of the covenants and agreements set forth herein, does hereby lease to LESSEE parking spaces located in the self-park parking garage commonly known as 1800 Maple Self Park, located at 1800 Maple Avenue, Evanston, Illinois, under the terms and conditions set forth as follows:

1. **Term:** The term of the lease shall begin on a date specified in a written notice by LESSEE to LESSOR which date is not earlier than five days after receipt by LESSEE of such notice and not later than the date the parking lot at 1800 Sherman Avenue is closed for construction of the 800 Elgin project (the "Effective Date"), or an earlier date mutually agreed upon by both parties, and shall end upon the earlier of:

- a. the provision of adequate qualified parking spaces elsewhere; or
- b. the issuance of a Certificate of Occupancy for the parking spaces to be constructed at 800 Elgin, which issuance shall not be unreasonably withheld by LESSOR.

2. **Mandatory Zoning Amount:** LESSOR agrees to lease to LESSEE a total of One Hundred Eighty-two (182) unassigned and unreserved automobile parking spaces in the 1800 Maple Self Park to satisfy the Mandatory Zoning Amount required for the existing building commonly known as 1800 Sherman Avenue. LESSOR shall issue One Hundred Twenty (120) monthly permits (transponders) for use by tenants of 1800 Sherman Avenue. LESSOR shall provide Sixty-two (62) unassigned and unreserved spaces in the 1800 Maple Self Park for visitor parking for tenants, visitors, guests, and invitees of the 1800 Sherman Avenue building. After the demolition of the Sherman Avenue Garage, the LESSOR reserves the right to relocate any or all of the LESSEE'S parkers to an alternate location controlled by the LESSOR. Any necessary relocation will be done only after consultation with the LESSEE.

3. **Rent:** LESSEE agrees to pay LESSOR in monthly installments on or before the first of each calendar month during the Term an amount equal to Seventy-five Dollars (\$75.00) per space per month or the current published monthly parking rate as may be changed from time to time by the Evanston City Council for parking in the 1800 Maple Self Park, whichever is greater (the "Monthly Rate"), for One Hundred Eight-two (182) spaces, provided, however, that the Monthly Rate paid by LESSEE shall not be exceed Seventy-Five Dollars (\$75.00) per space per month for a period of twelve (12) months from the Effective Date. Payments are to be made to the City of Evanston and mailed to the Parking System, 2100 Ridge Avenue, Evanston, Illinois 60204-0832. If the lease begins on a date other than the first day of a month or the term ends on a date other than the last day of a month, the amount payable shall be prorated. Note: In the event LESSEE's parkers are relocated, the fee paid will be adjusted to the rate of the facility to which they are relocated.

4. **Use of Parking Spaces:** LESSOR shall provide both monthly permit parking and hourly parking for the tenants, invitees, visitors, and guests of the 1800 Sherman Avenue building.

a. From and after the Effective Date, LESSOR shall issue to LESSEE transponders, which allow automated ingress to and egress from the 1800 Maple Self Park by a single user, for One-Hundred Twenty (120) vehicles; provided that as a condition to the issuance by LESSOR of each transponder, (i) LESSEE shall deliver to LESSOR the LESSOR'S standard application for monthly parking (revised to delete the rental and deposit provisions thereof) executed by the tenant or employee who will use such transponder, and (ii) concurrently with receipt of each transponders, LESSEE shall submit to LESSOR a deposit of Twenty-five dollars (\$25) for such transponder. A full refund of each deposit shall be mailed by LESSOR within thirty (30) days after return of each transponder in good condition to the management office in the 1800 Maple Self Park.

b. LESSOR shall provide at its sole expense a ValuMate validator for use by LESSEE'S staff in authorizing and providing parking for tenants, invitees, visitors, and guests of the 1800 Sherman Avenue building. The monthly value of the parking validated by LESSEE based on the actual number of hours of parking used and the existing published rates of the 1800 Maple Self Park at the time parking is used by LESSEE's tenants, invitees, visitors, and guests shall not exceed the product of the Monthly Rate multiplied by sixty-two (62).

5. **Indemnity:** LESSEE agrees to indemnify, defend and hold harmless LESSOR from the payment of any sum or sums of money, to any persons whomsoever on account of all claims, actions, or suits growing out of injuries to persons or property arising out of or in the course of LESSEE's use of the aforesaid parking spaces, except for injuries to persons or property arising out of the negligence or willful misconduct of LESSOR.

6. **Rules and Regulations:** LESSEE agrees that it and its employees, tenants, invitees, guests, and visitors shall conform to the reasonable requirements and regulations relating to use of the 1800 Maple Self Park, and LESSOR agrees that requirements and regulations shall be uniformly enforced among all 1800 Maple Self Park users.

7. **Authorized Vehicles:** LESSEE agrees to limit its use to the aforescribed parking spaces to the parking of motorized passenger vehicles licensed to carry ten (10) or fewer passengers.

8. **Space Availability:** LESSOR shall operate 1800 Maple Self Park in a manner which insures that at all times there is a parking space available for each of the holders of the one hundred twenty (120) Transponders issued to LESSEE.

9. **Run with Land:** The rights and obligations of LESSEE under this Lease shall inure to and be binding upon the successors and assigns of LESSEE's interest in 1800 Sherman Avenue.

10. **Temporary Exception:** LESSEE has made an application to LESSOR requesting approval of a temporary exception to the parking and loading requirements for 1800 Sherman Avenue pursuant to Section 6-4-8-1 of the Zoning Ordinance. By execution of this Lease, LESSOR hereby approves the application effective as of the date hereof and terminating thirty days after LESSOR issues a certificate of occupancy for the 800 Elgin project.

11. **Notices:** All notices herein required shall be in writing and shall be sent from one party to the other either personally or by mail as follows:

LESSOR: City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201
Attn: City Manager

With a copy to: Jean Baucom
Parking System Manager
City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60201

LESSEE: Prentiss Properties Acquisition
Partners, L.P
6250 North River Road
Suite 1010
Rosemont, Illinois 60018
Attn: Managing Director

With a copy to:

Piper Rudnick
203 N. LaSalle Street
Suite 1800
Chicago, Illinois 60601
Attn: Peter B. Ross, Esq.

Either party may, by notice, change the addresses set forth above. Facsimile transmission is not authorized as a means of notice under this Lease.

IN WITNESS WHEREOF, Lessor and Lessee have respectively executed this Lease to be effective as of the date first above written.

LESSEE:

PRENTISS PROPERTIES ACQUISITION PARTNERS, L.P., a Delaware limited partnership

By: **Prentiss Properties I, Inc.**, its general partner

By: 

Name: KEVIN D. HOLLINS

Title: DEVELOPMENT OFFICER

LESSOR:

CITY OF EVANSTON, an Illinois municipal corporation

By: 

Name: Roger D. Crum

Title: City Manager