

1/20/2010
1/7/2010
12/30/2009
12/9/2009

1-R-10

A RESOLUTION

Authorizing the City Manager to Renew Two Leases for the Continued Use of Property at 706 and 714 Main Street as a Public Parking Lot (City Lot 15)

WHEREAS, the City of Evanston previously has had two (2) ten (10) year leases with Merchants located at 706 Main Street and 714 Main Street for use of their property as a public parking lot known as City Lot 15; and

WHEREAS, both leases expired on December 31, 2009; and

WHEREAS, the parking spaces afforded by City Lot 15 are necessary and essential for the provision of adequate off-street parking in this business area; and

WHEREAS, the City Council finds that the best interests of the City of Evanston and its residents are served by the continued leasing and public use of City Lot 15;

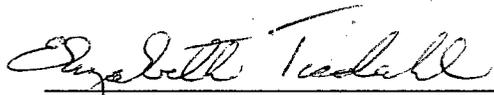
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

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, two leases by and between the City of Evanston, as Lessee, and 706 Main St., L.L.C. (Exhibit A), and GTC Main Street, Inc. (Exhibit B), as

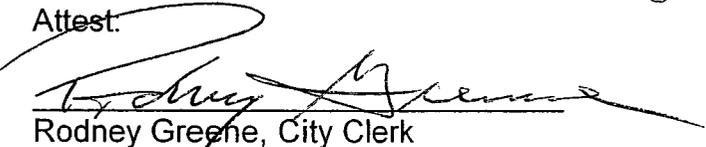
Lessors, for certain property commonly known as City Lot 15 for a term of ten (10) years at a rental rate based on the annual Real Estate Taxes for that portion of the real estate parcel actually used for public parking. Either party hereto may terminate this lease upon the service of written notice no less than one hundred eighty (180) days prior to the termination date. Exhibits A and B are attached hereto and incorporated herein by reference.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions or terms on the leases for the aforesaid property as may be determined to be in the best interest of the City.

SECTION 3: That this Resolution 1-R-10 shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: January 25, 2010

EXHIBIT A

Lease with 706 MAIN ST., L.L.C., for portion of City Lot 15

LEASE

**706 MAIN ST., L.L.C.
706 MAIN STREET
EVANSTON, ILLINOIS**

THIS INDENTURE made the 27th day of JANUARY, 2010, by and between 706 MAIN ST., L.L.C., hereinafter referred to as "Lessor," and the CITY OF EVANSTON, ILLINOIS, an Illinois municipal corporation, hereafter referred to as "Lessee."

WITNESSETH

Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee, does hereby lease to Lessee the premises hereinafter described, for a term commencing January 1, 2010, and expiring December 31, 2019. Said premises are to be used by Lessee as a part of its off-street parking system, designated as City Lot 15, and are legally described as:

SOUTH 100 FEET OF LOT 3 (EXCEPT THE WEST 39.20 FEET THEREOF) AND THE SOUTH 100 FEET IN LOT 2 (EXCEPT THE EAST 25.16 FEET OF THE NORTH 49.0 FEET OF SAID SOUTH 100 FEET) IN BLOCK ONE (1) IN ADAMS AND BROWNS ADDITION TO EVANSTON IN THE NORTH ONE-HALF (1/2) OF THE NORTH ONE-HALF (1/2) OF THE SOUTH WEST ONE QUARTER (1/4) OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

1. Lessee shall have the right to install and maintain at Lessee's expense facilities for the parking of automobiles by the public for a fee and, for that purpose, Lessee, at its expense, shall maintain the lot surface and pavement markings, bumpers, signs, parking meters, and lot lighting system. Lessee shall pay the costs of furnishing electricity for a lighting system installed by Lessee on the subject premises. Lessee shall install and maintain a drainage system for

City Lot 15 to be connected directly into the City sewer lines. Lessee shall also provide snow removal and parking enforcement for the subject premises. It is agreed that three (3) parking spaces in the facility shall be reserved at all times for the exclusive use by Lessor or its designee. Lessee agrees to furnish Lessor decals for use in identifying vehicles authorized to park in said reserved spaces.

2. Lessee agrees to hold Lessor harmless from any public liability for property damage arising out of or in the course of its operation of said off-street parking facility permitted under the terms of this Lease.

3. Lessee agrees to pay as rental for the use of the aforesaid premises thirty-one percent (31%) of the annual Real Estate Tax Bill for Permanent Real Estate Index Number 11-19-303-008-0000, and eighty-five percent (85%) of the Real Estate Tax Bill for Permanent Real Estate Index Number 11-19-303-035-0000. Lessor agrees to furnish Lessee with a copy of the Real Estate Tax Installment Bills for each parcel, and Lessee agrees to make its payment by City of Evanston check to Lessor within thirty (30) days of Lessee's receipt of copies of said tax bills, there being two (2) installment bills per year for each Permanent Real Estate Index Number. Lessee shall not be responsible for any penalty fees for late payments on behalf of Lessor, and any penalty fees assessed shall be deducted prior to calculating amount to be paid by Lessee to Lessor. In the event any one of the two aforesaid parcels is subject to forfeiture or sale for non-payment of real estate taxes, Lessee may, at its option, terminate this entire Lease upon sixty (60) days' notice, and all obligations of Lessee hereunder shall be at an end.

4. It is agreed between the parties hereto that the rates to be charged for use of said parking facility by the general public shall be determined solely by the City of Evanston from time to time.

5. This Lease Agreement is contingent on the City having an Easement Agreement with a third party for use of a portion of subject parking lot for a term consistent with the lease period and any subsequent extensions.

6. Either party hereto may terminate this Lease upon the service of written notice no less than one hundred eighty (180) days prior to the termination date. Upon termination, all obligations of both parties hereto are at an end. All notices required shall be by registered mail. Notices to Lessor shall be addressed to:

Allan Price
706 Main St., L.L.C.PMG Consultants (for 706 Main St., L.L.C.)
c/o PMG Consultants, Inc.
704 Main Street
Evanston, Illinois 60202

and notices to Lessee addressed to:

Parking Services Manager
Lorraine H. Morton Civic Center
2100 Ridge Avenue
Evanston, Illinois 60201

Upon termination of this Lease, the Lessee shall remove from the area so leased within a reasonable time all parking meters and signs which were installed, but all remaining improvements shall become the property of the Lessor. Lessee agrees to repair any damage to the surface resulting from the removal of parking meters and signs to the level of quality of the surface which lies adjacent and contiguous to the damaged area.

(Signature page follows)

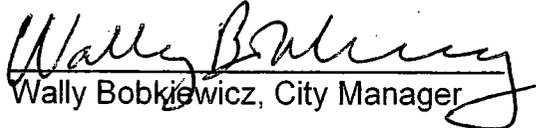
IN WITNESS WHEREOF, the parties hereto have executed this lease the date first above written, each being duly authorized for the uses and purposes herein stated.

706 MAIN ST., L.L.C

By: 

Allan Price, President
PMG Consultants, Inc.
Manager, 706 Main St., L.L.C.

CITY OF EVANSTON

By: 

Wally Bobkiewicz, City Manager

Approved as to form:


W. Grant Farrar
Corporation Counsel

LEASE

**GTC MAIN STREET, INC.
710 - 716 MAIN STREET
EVANSTON, ILLINOIS**

THIS INDENTURE made the 27th day of JANUARY, 2010,
by and between GTC MAIN STREET, INC., hereinafter referred to as "Lessor,"
and CITY OF EVANSTON, ILLINOIS, a municipal corporation, hereafter referred
to as "Lessee."

WITNESSETH

Lessor, for and in consideration of the covenants and agreements
hereinafter mentioned to be kept and performed by Lessee, does hereby lease to
Lessee the premises hereinafter described, for a term commencing January 1,
2010, and expiring December 31, 2019. Said premises are to be used by Lessee
as a part of its off-street parking system, designated as City Lot 15, and are
legally described as:

SOUTH 94 FEET OF LOT 3 (EXCEPT THE EAST 23 FEET
THEREOF) AND THE SOUTH 94 FEET OF LOT 4 (EXCEPT THE
WEST 6 FEET OF THE SOUTH 82 FEET THEREOF) IN BLOCK
ONE (1) IN ADAMS AND BROWNS ADDITION TO EVANSTON IN
THE NORTH ONE-HALF (1/2) OF THE SOUTHWEST ONE
QUARTER (1/4) OF SECTION 19, TOWNSHIP 41 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN
COOK COUNTY, ILLINOIS.

1. Lessee shall have the right to install and maintain at Lessee's expense
facilities for parking of automobiles by the public for a fee, and for that purpose
Lessee, at its expense, shall maintain lot surface and pavement markings,
bumpers, signs, parking meters, and lot lighting system. Lessee shall pay costs
for furnishing electricity for a lighting system installed by Lessee on the subject
premises. Lessee shall install and maintain a drainage system for City Lot 15 to
be connected directly into the City sewer lines. Lessee shall also provide snow
removal and parking enforcement for the subject premises. It is agreed that three

(3) parking spaces in the facility shall be reserved at all times for the exclusive use by Lessor or its designee. Lessee agrees to furnish Lessor decals for use in identifying vehicles authorized to park in said reserved spaces.

2. Lessee agrees to hold Lessor harmless from any public liability for property damage arising out of or in the course of its operation of said off-street parking facility permitted under the terms of this lease.

3. Lessee agrees to pay as rental for the use of the aforesaid premises forty-one percent (41%) of the annual Real Estate Tax Bill for Permanent Real Estate Index Number 11-19-303-606-0000, thirty-nine percent (39%) of the Real Estate Tax Bill for Permanent Real Estate Index Number 11-19-303-707-0000, and one hundred percent (100%) of the annual Real Estate Tax Bill for Permanent Real Estate Index Number 11-19-303-034-0000. Lessor agrees to furnish Lessee with a copy of the Real Estate Tax Installment Bills for each parcel, and Lessee agrees to make its payment by City of Evanston check to Lessor within thirty (30) days of Lessee's receipt of copies of said tax bills, there being two (2) installment bills per year for each Permanent Real Estate Index Number. Lessee shall not be responsible for any penalty fees for late payments on behalf of Lessor, and any penalty fees assessed shall be deducted prior to calculating amount to be paid by Lessee to Lessor. In the event any one of the three aforesaid parcels is subject to forfeiture or sale for non-payment of real estate taxes, Lessee may, at its option, terminate this entire Lease upon sixty (60) days' notice, and all obligations of Lessee hereunder shall be at an end.

4. It is agreed between the parties hereto that the rates to be charged for use of said parking facility by the general public shall be determined solely by the City of Evanston from time to time.

5. This Lease Agreement is contingent on the City having an Easement Agreement with a third party for use of a portion of subject parking lot for a term consistent with the lease period and any subsequent extensions.

6. Either party hereto may terminate this Lease upon the service of written notice no less than one hundred eighty (180) days prior to the termination date. Upon termination, all obligations of both parties hereto are at an end. All notices required shall be by registered mail. Notices to Lessor shall be addressed to:

Shaun Chinsky
GTC Main Street, Inc.
714 Main Street
Evanston, Illinois 60202

and notices to Lessee addressed to:

Parking Services Manager
2100 Ridge Avenue
Evanston, Illinois 60201

Upon termination of this lease, the Lessee shall remove from the area so leased within a reasonable time all parking meters and signs which were installed, but all remaining improvements shall become the property of the Lessor. Lessee agrees to repair any damage to the surface resulting from the removal of parking meters and signs to the level of quality of the surface which lies adjacent and contiguous to the damaged area.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this lease the date first above written, each being duly authorized for the uses and purposes herein stated.

GTC MAIN STREET, INC.

By: Shaun Chinsky
Shaun Chinsky, President
GTC Main Street, Inc.

CITY OF EVANSTON

By: Wally Bobkewicz
Wally Bobkewicz, City Manager

Approved as to form:

W. Grant Farrar
W. Grant Farrar
Corporation Counsel