

**8-R-11**

**A RESOLUTION**

**Authorizing the Lease of the Storefront on 2022 Central Street  
to Patio, Inc. d/b/a Perennials  
from March 1, 2011 through February 28, 2014**

**WHEREAS**, the City of Evanston c/o Evanston Public Library owns certain real property, including the property commonly known as 2022 Central Street, Evanston, Illinois; and

**WHEREAS**, the City Council of the City of Evanston has determined that it is necessary, appropriate, and in the best interests of the City to derive rental income by leasing the storefront to an Evanston business; and

**WHEREAS**, the City Council of the City of Evanston has determined that the best interests of the City of Evanston would be served by leasing said property to, and executing a three-year lease with Patio, Inc. d/b/a Perennials for use as a retail stationery store.

**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 is hereby authorized and directed to attest on behalf of the City of Evanston, a Lease, by and between the City of Evanston c/o Evanston Public Library as Lessor and Patio, Inc. d/b/a Perennials as Lessee, for the storefront at 2022 Central Street, adjacent to the North Branch Library, with the following rental schedule: rent for the first year at Two Thousand Nine Hundred and no/100 Dollars (\$2,900.00) from March 1, 2011 through February 29, 2012; rent for the second year at Three Thousand

and no/100 Dollars (\$3,000.00) from March 1, 2012 through February 28, 2013; and rent for the third year at Three Thousand One Hundred and no/100 Dollars (\$3,100.00) from March 1, 2013 through February 28, 2014. The lease agreement shall be in substantial conformity with the Lease attached hereto as Exhibit "A" and made a part hereof.

**SECTION 2:** The City Manager is hereby authorized and directed to negotiate any additional terms and conditions on the Lease of aforesaid space as may be determined to be in the best interest of the City and approved as to form by the Corporation Counsel.

**SECTION 3:** That this Resolution 8-R-11 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: February 14, 2011

EXHIBIT A

**Lease between the City of Evanston c/o Evanston Public Library and  
Patio, Inc. d/b/a Perennials for the Storefront adjacent to the  
Evanston North Branch Library at 2022 Central Street, Evanston,  
for the period from March 1, 2011, through February 28, 2014**

LEASE

TERM OF LEASE

DATE OF LEASE	BEGINNING	ENDING
February 15, 2011	March 1, 2011	February 28, 2014
LOCATION OF PREMISES:	2022 Central Street Evanston, Illinois	
PURPOSE:	Retail Stationery Store	
LESSEE:	LESSOR:	
Patio Inc. d/b/a Perennials 2022 Central Street Evanston, Illinois 60201	City of Evanston c/o Evanston Public Library 1703 Orrington Evanston, Illinois 60201	

IN CONSIDERATION of the agreements herein stated, LESSOR hereby leases to LESSEE the premises commonly known as 2022 Central Street, Evanston, Illinois, to be used for the business activities of the LESSEE subject to the restrictions and provisions stated herein.

1. The monthly rental for the term of the lease shall be: Two Thousand Nine Hundred and no/100 Dollars (\$2,900.00) from March 1, 2011 through February 29, 2012; Three Thousand and no/100 Dollars (\$3,000.00) from March 1, 2012 through February 28, 2013; Three Thousand One Hundred and no/100 Dollars (\$3,100.00) from March 1, 2013 through February 28, 2014.

2. LESSEE shall pay or cause to be paid the rent above stated to the LESSOR, said rent to be due and payable one month

in advance, by the first calendar day of each month for that month. Said rent shall be paid to the order of the Evanston Public Library and delivered to Administrative Offices, 1703 Orrington Avenue, Evanston, Illinois, 60201.

3. LESSEE will pay, in addition to the rent above specified, all water rents, gas and electric light power bills taxed, levied or charged on the premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, 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.

4. LESSEE knows the condition of the premises, and agrees to accept the premises "as-is" and will pay for all renovation, remodeling, and maintenance of the premises, including but not limited to heating, cooling, and ventilating systems (including replacement), electrical system, plumbing system, and interior finishes, and excluding the exterior roof, outer walls and structural elements, with prior written consent of the LESSOR which consent shall not be unreasonably withheld. Lessee shall replace all cracked or damaged glass in windows and doors of the premises at LESSEE's own expense. Renovations to the heating,

cooling, and ventilation systems, electrical system and plumbing system will remain the property of LESSOR upon termination of this lease with the exception of lighting fixtures. LESSEE agrees to meet all applicable legislation during renovation and shall obtain all required permits in advance.

5. LESSEE hereby covenants and agrees to pay promptly as additional rent each month real estate taxes for the premises, which taxes are now billed under tax index number 10-12-103-033-8002. It is understood and agreed that said taxes are generally billed by Cook County one year after tax year. LESSOR shall provide LESSEE with a copy of each tax bill. Taxes shall be paid as follows:

(a) The amount paid monthly shall be one twelfth (1/12) of 100% of the most recent actual full year tax bill.

(b) Annually, within thirty (30) days after the LESSOR'S receipt of the second installment tax bill, the LESSOR and the LESSEE will determine whether LESSEE has overpaid or underpaid taxes for the previous twelve-month period. In the case of an overpayment, LESSEE may deduct the amount overpaid from the rent due for the month of November. In the event of an underpayment, LESSEE shall add the underpayment to the rent due for the month of November.

(c) LESSEE shall deposit with LESSOR on January 15, 2014, an amount equal to 16.7% (two months) of 125% of the 2012 taxes as a pro-rated portion of the 2014 taxes. LESSEE agrees that payment of this security shall not release it from its obligation to pay the actual 2013 bill and the pro-rated portion of the 2014 bill, prorated through to its last day of lease term. In the event of renewal of this lease by February 28, 2014, this section 5 (c) shall not apply and Lessee shall continue to pay monthly for 2014 taxes per the terms above.

6. The premises shall not be sublet in whole or in part to any person other than LESSEE, and LESSEE shall not assign this lease. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against LESSEE, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare LESSEE insolvent or unable to pay LESSEE'S debts, or LESSEE makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for LESSEE or for the major part of LESSEE'S property and, in the case of an involuntary petition or proceeding, the petition or proceeding is not dismissed within thirty (30) days from the date it is filed, LESSOR may elect, but is not required, with or without notice of such election and with or without entry or other action by LESSOR, to forthwith terminate this lease. In the event of a lease termination, other than through the expiration of the lease, Patricia O'Neill-Cynkar, as an individual, not as principal of Patio Inc., hereby unconditionally guarantees rent payments in accordance with the terms of the lease for a period not to exceed six months, or until a subsequent lessee occupies the space and begins paying rent, whichever is less.

7. 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. 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 described 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.

8. 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 that no agreements or promises to decorate, alter, repair, maintain or improve the premises, have been made by LESSOR or its agent prior to or at the execution of this lease that are not herein expressed. LESSEE'S duties set forth in this paragraph exclude exterior maintenance and repair, except as may be specifically provided for elsewhere in this lease.

9. LESSEE shall keep the premises and appurtenances thereto in a clean, orderly and healthy condition and in good repair, all according to the statutes and ordinances in such cases made and provided, and per directions of public officers thereunto duly authorized, all at its own expense, and shall

yield the same 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, servants, 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 to LESSOR, in addition to the rent hereby reserved, the expenses of LESSOR in thus replacing the premises in like condition. LESSEE shall not cause or permit any waste, misuse or neglect of the water, or of the waste pipes or electric fixtures.

10. Given one day notice, excluding Sundays and except in the event of an emergency, 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 during the last 90 days of the lease term notice of "For Rent," and LESSEE will not interfere with the same.

11. LESSOR shall not be liable to LESSEE for any damage or injury to LESSEE or LESSEE'S 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 or downspout, 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, nor 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 from any

damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, all claims for any such damage or injury being hereby expressly waived by LESSEE.

12. LESSEE will provide its own security, snow removal, garbage removal, and custodial services and shall be responsible for supplying electric lighting, cleaning, and general maintenance of the leased premises, including entries, exits and immediately adjacent parking area.

13. If LESSEE defaults in the payment of rent and such default continues for ten (10) or more calendar days after the same be due and payable, or if LESSEE defaults in the prompt and full performance of any other provision of this lease and LESSEE does not cure the default within twenty (20) calendar days after written demand by LESSOR that the default be cured (unless the default involves a hazardous condition or a failure to provide LESSEE with evidence of insurance or failure to maintain same, both as required by this lease, which shall be cured forthwith upon LESSOR'S demand) or if the leasehold interest of LESSEE is levied upon under execution or is attached by process of law, or if LESSEE abandons, deserts or vacates the premises and they remain unoccupied for fifteen (15) consecutive days, then and in any such event LESSOR may,

if LESSOR so elects but not otherwise, with notice of such election, either forthwith terminate this lease and LESSEE'S right to possession of the premises or, without terminating this lease, forthwith terminate LESSEE'S right to possession of the premises. An election by LESSOR to not terminate the lease in the event of a default shall not preclude a subsequent election by LESSOR to terminate the lease.

14. Upon termination of this lease, whether by lapse of time or otherwise, or upon any termination of LESSEE'S right to possession without termination of this lease, LESSEE shall surrender possession and vacate the premises immediately, and deliver possession thereof to the LESSOR. If LESSEE fails to deliver possession in accordance with the terms of this lease, LESSEE hereby grants to LESSOR full and free license to enter into and upon the premises in such event, with process of law, and to repossess LESSOR of the premises as of LESSOR'S former estate and to expel or remove LESSEE and any others who may be occupying or within the premises and to remove any and all property therefrom, with due process of law, and without relinquishing the LESSOR'S rights to rent or any other right given to LESSOR hereunder or by operation of law.

15. Any and all property which may be removed from the premises by LESSOR pursuant to the authority of the lease or of law, to which LESSEE is or may be entitled, may be handled,

removed or stored in a commercial warehouse or otherwise by LESSOR at LESSEE'S risk, cost and expense and LESSOR shall in no event be responsible for the value, preservation or safekeeping thereof. LESSEE shall pay to LESSOR, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in LESSOR'S possession or under LESSOR'S control. Any such property of LESSEE not removed from the premises or retaken from storage by LESSEE within thirty (30) days after the end of the term shall be conclusively presumed to have been abandoned by LESSEE.

16. If LESSEE violates any of the terms and provisions of this lease or defaults in any of its obligations hereunder, other than the payment of rent or other sums payable hereunder, such violation may be restrained or such obligation enforced by injunction or other equitable action.

17. LESSEE hereby grants to LESSOR a first lien upon the interest of LESSEE under this lease to secure the payment of monies due under this lease, which lien may be foreclosed in equity.

18. No waiver by LESSOR of any default of LESSEE shall be implied to affect, and no express waiver shall affect, any default other than the default specified in such waiver and that only for the time and to the extent therein stated.

19. No receipt of money by LESSOR from LESSEE after knowledge of any breach hereof by LESSEE after the termination of this lease, the service of any notice, the commencement of any suit or final judgment for possession shall reinstate, continue or extend the term of this lease or affect any such notice, demand, suit or judgment, nor shall it be construed as an election not to proceed under the provisions of the lease.

20. If LESSEE at any time fails to make any payment or perform any other act on its part to be made or performed under this lease, LESSOR may, but shall not be obligated to, after reasonable notice or demand and without waiving or releasing LESSEE from any obligations under this lease, make such payment or perform such other act to the extent LESSOR may deem desirable and in connection therewith pay expenses and employ counsel. In the event LESSOR shall have to bring suit to enforce its rights under this lease, all costs, charges and expenses incurred by the LESSOR in enforcing the terms of this lease (including, but not limited to attorney's fees and costs) shall be payable upon demand, together with interest thereon at the rate of eight percent (8%) per annum from the date such charge, cost or expense was incurred.

21. 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, 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, but LESSOR shall not be required to accept or receive any tenant offered by LESSEE, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of LESSEE. If a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agent and including also expenses of redecorating, LESSEE agrees to pay and satisfy all deficiency; but the acceptance of a tenant by LESSOR, in place of LESSEE, shall not operate as a cancellation hereof, nor to release LESSEE from the performance of any covenant, promise or agreement herein contained and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of LESSEE arising hereunder.

22. At the termination of the lease, by lapse of time or otherwise, LESSEE agrees to yield up immediate and peaceable possession to LESSOR, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of TWO HUNDRED and no/100 DOLLARS (\$200.00) per day.

23. LESSEE shall, during the entire term hereof, keep in full force and effect a Comprehensive General Liability Policy with respect to the leased premises, and the business operated by the tenant and any subtenants of the tenant in the leased premises, in which bodily injury limits shall be not less than ONE MILLION and no/100 DOLLARS (\$1,000,000.00) aggregate per person and per accident, and in which the property damage limits shall not be less than ONE HUNDRED THOUSAND and no/100 DOLLARS (\$100,000.00). LESSEE shall also insure the following indemnity provisions, and such agreement shall be clearly recited in the body of the Certificate of Insurance:

"Lessee covenants and agrees that it will protect and save and keep owner/lessor forever harmless and indemnified against and from any penalty, damages, charges, costs, fees, or expenditures imposed upon the LESSOR arising out of or in connection with this lease or alleged to be so arising or connected with this lease, for any violation of the laws or ordinances, or as a result of accidents or other occurrences."

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity provisions, the indemnity provision shall govern. LESSEE shall furnish copies of the Certificate of Insurance with the LESSOR/owner named as an additional insured with an insurance company acceptable to the LESSOR/owner at the commencement of the lease and each year thereafter of the insurance term. The tenant shall furnish, where requested, a certified copy of the

policy(s) to the LESSOR. The policy(s) shall provide, in the event the insurance should be changed or canceled, such change or cancellation shall not be effective until thirty (30) days after the LESSOR has received written notice from the insurance company(s). An insurance company having less than an A-Policyholder's Rating by the Alfred M. Best Company will not be considered acceptable. LESSEE'S failure to maintain and provide satisfactory evidence of same to LESSOR shall, at LESSOR'S option, be considered a material breach of this lease.

24. In event any lien upon LESSOR'S title results from any act or neglect of LESSEE, and LESSEE fails to remove said lien within ten (10) days after LESSOR'S notice to do so, LESSOR may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and LESSEE shall pay LESSOR upon request the amount paid out by LESSOR in such behalf, including LESSOR'S costs, expenses and counsel fees.

25. 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 this copy is mailed.

26. (a) 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.

(b) 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.

(c) 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.

27. This document represents the entire obligation agreed to by the parties. Any modification hereto must be in writing and signed by both parties.

WITNESS the hands and seals of the parties hereto:

LESSEE:

Patio Inc.

By: Patricia O'Neill-Cynkar  
Patricia O'Neill-Cynkar

Date: 2/15/11

and Patricia O'Neill-Cynkar, individually, as Guarantor with respect to the last sentence of section 6 of this lease.

By: Patricia O'Neill-Cynkar  
Patricia O'Neill-Cynkar

Date: 2/15/11

LESSOR:

CITY OF EVANSTON

By: Wally B. Murray

Date: 2/17/2011