

RESOLUTION 17-1

**WHEREAS**, The Sangamon Mass Transit District's (SMTD) and Sangamon County (County) wish to lease property currently owned by the other party; and

**WHEREAS**, the County owns property located at 1024 East Washington Street, Springfield, IL, currently being used as a surface parking lot for employee parking; and

**WHEREAS**, SMTD purchased properties located at 911 - 917 East Adams Street, Springfield, IL, 901 East Adams Street, Springfield, IL, 1000 East Washington Street, Springfield, IL and 900 East Washington Street, Springfield, IL; and

**WHEREAS**, SMTD demolished the buildings located on parcels at 901 – 917 East Adams for the planned Multimodal Transportation Center (Center); and

**WHEREAS**, SMTD currently operates its bus transfer center at 4<sup>h</sup>, 5th and Capitol, but is seeking to move to another location by the summer of 2018; and

**WHEREAS**, the Illinois Department of Transportation (IDOT), and the County, along with other stakeholders, will begin a planning study which will, among other things, seek to unify opinions on the ideal and final location of the Center; and

**WHEREAS**, the SMTD parcels located at 901-917 East Adams and 900 East Washington Streets are currently unimproved flat vacant lots without any facilities and moving SMTD's transfer center to this location would require improvements which will be costly both in terms of time and funds and given that there is an ongoing planning study completing these improvements would likely be temporary and therefore not cost effective; and

**WHEREAS**, the County owns a parcel of land that is immediately adjacent to the SMTD acquired parcels which has the necessary space and a facility that can provide reasonable accommodations to the staff and equipment of SMTD while the Center plans are being developed; and

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FEB 8 2018

Andy Goleman  
SANGAMON COUNTY AUDITOR

FILED

FEB 10 2018

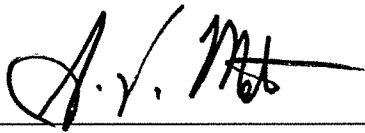
Don H. Harty  
Sangamon County Clerk

**WHEREAS**, the SMTD owned parcels are immediately adjacent to the County employee parking lot and are vacant and clear of structures and can be converted to employee parking for the County; and

**WHEREAS**, the County is willing to lease SMTD's unimproved parcels "as is" for \$232,688.33 over a three year period for their employee parking and SMTD would lease Sangamon County's parcels "as is" for \$202,324.07 over the same period; and

**NOW, THEREFORE BE IT RESOLVED**, the members of the Sangamon County Board, in session this 13<sup>th</sup> day of February, 2018, approve the proposed property leases between the County and SMTD.

Respectfully Submitted,



_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



**PARKING LOT LEASE**

THIS PARKING LOT LEASE (the "Agreement" or "Lease") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Springfield Mass Transit District d/b/a Sangamon Mass Transit District (the "Landlord") and Sangamon County, State of Illinois, (the "Tenant").

Landlord is the owner of the property located at 900 E. Washington Street, 901 E. Adams Street and 911-917 E. Adams Street in Springfield, Illinois and wishes to provide a surface parking lot lease to the Tenant. The Landlord has agreed to grant the Tenant the right to occupy and use the land as described in Schedule "A", for the purpose of parking Tenant's employees, invitees and guests motor vehicles. Landlord is willing to accept such occupancy, subject to and in accordance with the payments, terms and conditions herein provided.

**AGREEMENT**

1. **Term.** The term of this Agreement will begin on \_\_\_\_\_, 2018, (the "Commencement Date") and shall end on \_\_\_\_\_, 2021, (the "Term"). The Lease may be terminated by Landlord upon ninety (90) days written notice delivered to Tenant, whenever, in the Landlord's sole discretion, it is in the best interests of Landlord or its duty to provide public transit services and activity.

2. **Rent.** Tenant agrees to pay Landlord the sum of \$76,032.00 annually (the "Rent"); to be paid as follows: \$76,032.00 due on the commencement date, and on the same day of each anniversary date thereafter ending on \_\_\_\_\_, 2021. Rent shall be subject to annual adjustment. The annual rental change thereof, if any, will be Two percent (2%) of the base Rent for the Rent for the current Term, or more, based on the percent change in the most recent Consumer Price Index for the month on which the original lease term commenced of the current year from the same index for the previous year as published in the United States Department of Labor Bureau of Labor Statistics, ALL ITEMS line of the ALL URBAN CONSUMERS column of the UNITED STATES CITY AVERAGE, if greater than Two percent (2%). This amount will be rounded to the nearest whole dollar.

3. **Permitted Uses.** The Property shall be used by Tenant only for purposes of operating a parking lot ("Parking Facilities"), but may be sub-leased in whole or in part by Tenant, with Tenant retaining any income derived therefrom, and may be used to host special events from time to time, with Tenant retaining any income therefrom, subject to the approval of the Landlord's Agent, which approval shall not be unreasonably withheld. The Tenant may retain the services of a management company to operate and maintain the Facilities. The Tenant shall comply with all laws, ordinances, codes and regulations regarding the Property and the permitted use upon the Property. Subject to approval of the Landlord's Agent, which approval shall not be unreasonably withheld, the Tenant may make improvements upon the property for the permitted uses specified above.

4. **Operating Expenses.** Tenant agrees to pay all expenses associated with the holding and operating the Property and the Parking Facilities, including maintenance, trash and snow removal, general maintenance, insurance and other charges imposed by law or against the Property as part of Tenant's obligation hereunder.

5. **Permits.** Tenant will apply for, pay for and keep current all permits and licenses required for the lawful operation of the Parking Facilities.

6. **Tenant Indemnity.** Tenant shall indemnify, defend, and hold the landlord harmless from and against any and all claims, actions, liability, costs, expenses and damages of every kind and nature, including reasonable attorney's fees, arising from (i) the Tenant's use and occupancy of the Property, (ii) any breach or default by the Tenant under the provisions of this lease, or (iii) from any act, omission, or negligence on or about the Property by the Tenant, its agents, contractors, employees, licensees, customers or business invitees. In case of any action or proceeding brought against the Landlord by reason of such claim, the Tenant at Landlord's option, shall defend such action or proceeding by counsel reasonably satisfactory to Landlord.

7. **Maintenance of Facilities and Retention of Improvements.** Tenant shall maintain and repair the Facilities during the term of the Lease, and any improvements made during the Term of the Lease shall be the property of the Landlord at the termination of the Lease and may not be removed by Tenant.

8. **Tenant Assignment.** Tenant shall not assign nor in any manner transfer this Agreement or any interest therein, nor sublet the Property or any part or parts thereof, nor permit occupancy by anyone, except in connection with the Tenant's use and occupancy of the Property as a Parking Facility, except as provided in paragraph three herein.

9. **Events of Default.** The following events shall be deemed to be events of default by Tenant under this Agreement ("Event of Default"):

(a) Tenant shall have failed to pay the rent or any other charge provided herein, or any portion thereof, within five (5) days after the same shall be due and payable;

(b) Tenant shall have failed to comply with maintaining the Improvements or any other provisions of this agreement and shall not cure such failure within ten (10) days after Landlord, by written notice, has informed Tenant of such noncompliance;

(c) Tenant abandons the Property.

10. **Notice of Default.** In the event of a default pursuant to Paragraph 8 above, Landlord may, by serving five (5) days written notice upon Tenant, terminate this Lease. If Landlord gives Tenant notice of Tenant's default and/or delivers to Tenant a Notice of Demand for Payment or Possession pursuant to the applicable statute (either of which shall hereinafter be referred to as a "Notice of Default"), the Notice of Default will not constitute an election to terminate the Lease unless Landlord expressly states in the Notice of Default that it is exercising its right to terminate the Lease.

11. **Continuance of Agreement.** The Tenant shall not continue occupancy of the parking lot described above after the expiration of the term of the lease without prior written agreement. Should the Tenant need the parking lot for an additional time period, terms will be negotiated similarly to the Rent described in paragraph 2. Since Landlord is required to obtain the concurrence for the new Lease provisions from the Federal Transportation Administration, notice of intent to continue occupancy and agreement on all terms must be achieved not less than sixty (60) days prior to the end of the last term.

12. **Insurance.** The Tenant shall, at all times during the lease, maintain and provide Certificate of Insurance naming the Landlord as additional insured for all required insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the Landlord. Tenant shall carry general liability insurance to cover its liability to third parties for personal injury and property damage with a single limit liability of at least \$1,000,000 and at least \$2,000,000 in the aggregate. In addition, the Tenant shall carry Non-owned Auto, Combined Single Limit Bodily Injury and Property Damage in amount of \$1,000,000 per occurrence with a deductible of not more than \$10,000 and Worker's Compensation Insurance in amount required by law. Insurance shall not limit Tenant's obligation to indemnify, defend, or settle any claims.

The Tenant must furnish proof of these policies within ten (10) business days of the date of this Agreement, and the Tenant shall keep this policy in force with respect to its overall practice for a period of two (2) years after performance of this Agreement has been completed. The Tenant shall pay the amount of damages not paid by the insurer by reason of the aforesaid deductible amount.

13. **Miscellaneous.**

(d) This Agreement shall be interpreted according to and shall be governed by the internal laws of the State of Illinois in Sangamon County.

(e) Any changes or modifications of this Agreement must be in writing, and signed by the parties hereto. This Agreement supersedes any previous understandings or agreements between the parties relating to the Property.

(f) Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement.

(g) No delay or failure by either party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.

(h) This Agreement may be executed in multiple counterparts, and by use of counterpart signature pages, but all such counterparts shall constitute but one and the same agreement. Signature pages bearing facsimile signatures shall be effective for purposes of binding the parties to this Agreement.

(i) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided this paragraph shall not permit any assignment contrary to the provisions of this Agreement.

(j) In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and date herein above set forth.

LANDLORD:  
Sangamon County Mass Transit District

TENANT:  
Sangamon County

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule "A"

901 East Adams Street, Springfield Illinois, legally described as:

Lots 9 and 10 of Block 3 of J. R. GRAY'S ADDITION to the City of Springfield, Illinois

Situated in SANGAMON COUNTY, ILLINOIS.

Permanent Real Estate Index No: 14-34.0-202-010

911 – 917 East Adams Street, Springfield, Illinois, legally described as:

Lots 11, 12, 13, 14, 15 and 16 of Block 3 of J. R. GRAY'S ADDITION to the City of Springfield, Illinois

Situated in SANGAMON COUNTY, ILLINOIS.

Permanent Real Estate Index Nos: 11-34-0-202-011, 11-34-0-202-012, 11-34-0-202-013, 11-34-0-202-014, 11-34-0-202-015, 11-34-0-202-016

900 East Washington Street, Springfield, Illinois, legally described as:

Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 3 of J.R. GRAY'S ADDITION to the City of Springfield, Illinois

Situated in SANGAMON COUNTY, ILLINOIS.

Permanent Real Estate Index No: 14-34.0-202-018

**LEASE**

THIS PARKING LOT LEASE (the "Agreement" or "Lease") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Springfield Mass Transit District d/b/a Sangamon Mass Transit District (the "Tenant") and Sangamon County, State of Illinois, (the "Landlord").

Landlord is the owner of the property located at the Southeast corner of E. Adams Street and S. 11th Street in Springfield, Illinois and wishes to provide a surface to be used by tenant as a transfer site for loading and unloading its buses to the Tenant. The Landlord has agreed to grant the Tenant the right to occupy and use the land as described in Schedule "A", for the purpose of facilitating loading and unloading passengers of Tenant's motor vehicles and providing a relief station for its drivers. Landlord is willing to accept such occupancy, subject to and in accordance with the payments, terms and conditions herein provided.

**AGREEMENT**

1. **Term.** The term of this Agreement will begin on \_\_\_\_\_, 2018, (the "Commencement Date") and shall end on \_\_\_\_\_, 2021, (the "Term"). The Lease may be terminated by Landlord upon ninety (90) days written notice delivered to Tenant, whenever, in the Landlord's sole discretion, it is in the best interests of Landlord.

2. **Rent.** Tenant agrees to pay Landlord the sum of \$66,110.34 annually (the "Rent"); to be paid as follows: \$66,110.34 due on the commencement date, and on the same day of each anniversary date thereafter ending on \_\_\_\_\_, 2021. Rent shall be subject to annual adjustment. The annual rental change thereof, if any, will be Two percent (2%) of the base Rent for the Rent for the current Term, or more, based on the percent change in the most recent Consumer Price Index for the month on which the original lease term commenced of the current year from the same index for the previous year as published in the United States Department of Labor Bureau of Labor Statistics, ALL ITEMS line of the ALL URBAN CONSUMERS column of the UNITED STATES CITY AVERAGE, if greater than Two percent (2%). This amount will be rounded to the nearest whole dollar.

3. **Permitted Uses.** The Property shall be used by Tenant only for the purposes of operating passenger loading and unloading and driver relief facility ("Transfer Facilities"), but may be sub-leased in whole or in part by Tenant, with Tenant retaining any income derived therefrom, and may be used to host special events from time to time, with Tenant retaining any income therefrom, subject to the approval of the Landlord's Agent, which approval shall not be unreasonably withheld. The Tenant may retain the services of a management company to operate and maintain the Facilities. The Tenant shall comply with all laws, ordinances, codes and regulations regarding the Property and the permitted use upon the Property. Subject to approval of the Landlord's Agent, which approval shall not be unreasonably withheld, the Tenant may make improvements upon the property for the permitted uses specified above.

4. **Operating Expenses.** Tenant agrees to pay all expenses associated with the holding and operating the Property and the Transfer Facilities, including maintenance, trash and



snow removal, general maintenance, insurance and other charges imposed by law or against the Property as part of Tenant's obligation hereunder.

5. **Permits.** Tenant will apply for, pay for and keep current all permits and licenses required for the lawful operation of the Transfer Facilities.

6. **Tenant Indemnity.** Tenant shall indemnify, defend, and hold the landlord harmless from and against any and all claims, actions, liability, costs, expenses and damages of every kind and nature, including reasonable attorney's fees, arising from (i) the Tenant's use and occupancy of the Property, (ii) any breach or default by the Tenant under the provisions of this lease, or (iii) from any act, omission, or negligence on or about the Property by the Tenant, its agents, contractors, employees, licensees, customers or business invitees. In case of any action or proceeding brought against the landlord by reason of such claim, the Tenant at Landlord's option, shall defend such action or proceeding by counsel reasonably satisfactory to Landlord.

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11. **Continuance of Agreement.** The Tenant shall not continue occupancy of the Transfer lot described above after the expiration of the term of the lease without prior written agreement. Should the Tenant need the Transfer lot for an additional time period, terms will be negotiated similarly to the Rent described in paragraph 2.

12. **Insurance.** The Tenant shall, at all times during the lease, maintain and provide Certificate of Insurance naming the Landlord as additional insured for all required insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the Landlord. Tenant shall carry general liability insurance to cover its liability to third parties for personal injury and property damage with a single limit liability of at least \$1,000,000 and at least \$2,000,000 in the aggregate. In addition, the Tenant shall carry Non-owned Auto, Combined Single Limit Bodily Injury and Property Damage in amount of \$1,000,000 per occurrence with a deductible of not more than \$10,000 and Worker's Compensation Insurance in amount required by law. Insurance shall not limit Tenant's obligation to indemnify, defend, or settle any claims.

The Tenant must furnish proof of these policies within ten (10) business days of the date of this Agreement, and the Tenant shall keep this policy in force with respect to its overall practice for a period of two (2) years after performance of this Agreement has been completed. The Tenant shall pay the amount of damages not paid by the insurer by reason of the aforesaid deductible amount.

13. **Miscellaneous.**

(d) This Agreement shall be interpreted according to and shall be governed by the internal laws of the State of Illinois in Sangamon County.

(e) Any changes or modifications of this Agreement must be in writing, and signed by the parties hereto. This Agreement supersedes any previous understandings or agreements between the parties relating to the Property.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and date herein above set forth.

LANDLORD:

TENANT:

Sangamon County

Sangamon County Mass Transit District

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule "A"

Southeast Corner of E. Adams Street and S.11<sup>th</sup> Street, Springfield Illinois, legally described as:

Lots 1 - 5 and 9 - 16 of Block 2 of J. R. GRAY'S ADDITION to the City of  
Springfield, Illinois

Situated in SANGAMON COUNTY, ILLINOIS.

Permanent Real Estate Index No: 14-34.0-203-024