

ORDINANCE NO. 2022-03

ORDINANCE APPROVING MUNICIPAL PARKING LOT LEASE AGREEMENT BETWEEN GERMAN AMERICAN STATE BANK AND VILLAGE OF PECATONICA.

WHEREAS, Section 5/11-76-2 of the Illinois Municipal Code (65 ILCS 5/11-76-2) authorizes a municipality to lease municipal real estate for a term of not more than twenty (20) years including real estate which serves as a municipal parking lot; and

WHEREAS, the Village of Pecatonica owns 2 parcels within village limits that serve as a municipal parking lot, which parcels are known as P.I.N. 09-28-154-001 and P.I.N. 09-28-154-002 and commonly known as "105 E. 4<sup>th</sup> Street" and "502 Main Street" respectively ("Municipal Parking Lot"); and

WHEREAS, the Municipal Parking Lot is adjacent to the new business location of German American State Bank (GASB"); and

WHEREAS, German American State Bank has approached the Village and requested it lease eight (8) parking spaces for its customers and employees during business hours; and

WHEREAS, the corporate authorities have determined that the leasing of eight (8) parking spaces at the Municipal Parking Lot to GASB will not burden other businesses in the area or the public in general; and

WHEREAS, the corporate authorities have determined it is in the best interests to support local commerce by approving a written Parking Lot Lease between the Village of Pecatonica and GASB under the Terms and Conditions stated therein.

NOW BE IT ORDAINED, by the Village President and Board of Trustees of the Village of Pecatonica, Illinois.

Section 1. The above recitals are incorporated by reference as though fully set forth herein.

Section 2. That the "Parking Lot Lease Agreement" between the Village of Pecatonica (as "Lessor") and German American State Bank (as "Lessee"), a true and accurate copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved.

Section 3. The Village President is hereby authorized to sign the Parking Lot Lease Agreement on behalf of the Village.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED by the Board of Trustees this 7th day of April \_\_\_\_\_, 2022.

APPROVED by the Village President this 7th\_ day of April\_ 2022.

\_\_\_\_\_  
\_\_\_\_\_

Ayes: 5 \_\_\_\_\_

Nays: 1 \_\_\_\_\_

Abstain: \_\_\_\_\_

By: \_\_\_\_\_  
WILLIAM SMULL, Village President  
Village of Pecatonica, Illinois

ATTEST:

\_\_\_\_\_  
GWENN SHIRLEY, Village Clerk  
Village of Pecatonica, Illinois

## PARKING LOT LEASE AGREEMENT

This Parking Lot Lease Agreement, hereinafter referred to as the "Agreement", is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Village of Pecatonica, 405 Main Street, P.O. Box 730, Pecatonica, Illinois ("Lessor"), and German American State Bank, \_\_\_\_\_, \_\_\_\_\_, Illinois ("Lessee").

### RECITALS:

**WHEREAS**, the Lessor is a municipality duly organized under the laws of the State of Illinois; and

**WHEREAS**, pursuant to Section 5/11-76-2 of the Illinois Municipal Code (65 ILCS 5/11-76-2) Lessor is authorized to lease municipal real estate for a term of not more than twenty (20) years including real estate which serves as a municipal parking lot; and

**WHEREAS**, the Lessor is the owner of real estate used for and as a municipal parking lot, and which is commonly known as "105 E 4<sup>th</sup> Street, Pecatonica, Winnebago County, Illinois 61063, PIN 09-28-154-001, and 502 Main Street, Pecatonica, Winnebago County, Illinois, PIN 09-28-154-002", which real estate is legally described as set forth in Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS**, the Lessee is a banking institution doing business in the State of Illinois; and

**WHEREAS**, the Lessee desires and Lessor is willing to grant Lessee the use of eight (8) parking stalls or spaces to be located on Lessor's property as depicted on Exhibit "B", attached hereto and incorporated herein by reference.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings which are set forth in this agreement and other good and valuable consideration, THE receipt of which is hereby acknowledged, the parties acknowledge that the foregoing recitals are part of this agreement and the following lease of property is hereby made:

1. **Recitals.** The above recitals are incorporated as if fully set forth herein.
2. **Lease of Parking Lot.**
  - 2.1 Lessor hereby leases to Lessee, its successors and assigns, eight (8) parking spaces, which are located at 105 E 4<sup>th</sup> Street, Pecatonica, and 502 Main Street, as indicated by "X" on the photographs attached hereto as Exhibit "B" and incorporated herein by reference.



- 2.2 The Parking Lease is for the sole purpose of providing parking for employees and customers of Lessee during posted days and hours which hours will not exceed its business hours. Lessee, at its sole exclusive cost will post the hours and any penalty for parking in the parking spaces designated by this Agreement, and shall obtain prior approval of the Lessor for placement of said posted notice(s). At the termination of this Agreement, Lessee shall remove said posted notice(s) and repair any damage caused by removal of same.
- 2.3 Lessor shall lease the eight (8) parking spaces to Lessee for a total of One Dollar (\$1.00) annually.

**3. Lessee Covenant – Initial to Maintenance of Parking Lot Improvements.**

3.1 In consideration of this Agreement, Lessee agrees that during the terms of this Lease that the Lessee shall, at its own cost and expense, maintain and repair the parking lot improvements which shall include but not be limited to patching, filling of cracks and potholes, repaving, as is reasonably required, and restriping of parking stalls as and when reasonably necessary. Said work shall not be done unless and until it is approved by the Lessor and the Lessor shall inspect the work when completed to determine if it is adequate. Lessor shall also be responsible at its sole cost and expense for snow plowing of Lessor's parking lot including those parking spaces leased to Lessee.

3.2 Notwithstanding any provision in the foregoing to the contrary, in the event of damage to the parking lot improvements by the act "other than normal use resulting in ordinary wear and tear" or negligence of Lessor, its successors or assigns, or its employees, invitees and permittees (exclusive of Lessee, its successors, assigns, employees, invitees and permittees and those claiming by or through it) the Lessor and its successors or assigns shall repair such damage to the parking lot improvements at its sole cost and expense with due diligence.

3.3 Lessee, its successors and assigns, hereby agrees to indemnify, defend and hold harmless the Lessor, its elected and appointed officers, employees, agents, successors and assigns, from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, costs and expenses (including without limitation, reasonable attorneys' fees and litigation costs incurred by Lessor, its successors or assigns) in connection with any and all claims, including but not limited to, all loss of life, injury to persons, damage or destruction of property which is related to and arises out of Lessee, Lessee's employees, agents, invitees, and its successors and assigns, use of the parking area including, any such loss, injury or damage due to the construction, maintenance or repair of the parking lot improvements and snow removal. This indemnification obligation shall not include any claims, loss or liability arising out of the willful or negligent acts of Lessor, its agents, employees.

**4. Default / Remedy.** If any party hereto, or its successors or assigns, breaches any provision or obligation in this Agreement and fails to cure any such breach within thirty (30) days after written notice thereof, or if the default cannot be cured within thirty (30) days, then

that party shall not have commenced a cure or default within said thirty (30) day period and thereafter fails to diligently pursue the cure of the default, the non-defaulting party shall have the right to pursue the cure of the default and any remedy at law or at equity, including but not limited to injunctive relief, and the defaulting party shall reimburse the non-defaulting party for the costs of the non-defaulting party to affix such cure.

5. **Term.** This Lease Agreement shall be for an initial term of five (5) years, and three (3) additional automatic renewal terms of five (5) years each. If either party does not intend to renew the Lease Agreement it shall give the other party a minimum sixty (60) days written notice of its intent not to renew the lease prior to the end of any lease term. In no event shall this Lease Agreement exceed twenty (20) years and this Lease Agreement shall expire, without further action required, on the twentieth (20<sup>th</sup>) anniversary of the execution of this Lease Agreement. Subject to that limitation, this Lease Agreement shall run with the land and shall be binding on and inure to the benefit of parties hereto, their respective successors and assigns. Notwithstanding the foregoing, the Lessor shall have their right to terminate this Lease Agreement by formal written and acknowledged instrument duly delivered to the Lessee, which termination shall be effective upon the date of such delivery.

6. **Transfer of Rights and Obligations.** Upon the transfer or conveyance by Lessor or Lessee of their respective properties described in this Agreement, such transferor shall be released from any liability of this Agreement arising after the date of such transfer or conveyance and the transferee shall automatically assume and be bound by such burdens and obligations arising under this Agreement on or after the date of such transfer or conveyance.

7. **Liability Insurance.** Lessee shall, at its own cost, maintain comprehensive general liability insurance covering the parking lot of the combined single limit of liability of not less than two million dollars (\$2,000,000.00) for bodily injury or death of any person and for property damage arising out of any one occurrence. The Lessee agrees to furnish the Lessor with a certificate of insurance evidencing the insurance required to be carried in its full force and effect within thirty (30) days of the date of this Agreement and annually thereafter upon request. Such insurance shall name Lessor as an additional insured thereunder.

8. **Notice.** All notices shall be in writing and served either by postage prepaid certified mail, by next day delivery, by facsimile transmission, by electronic mail or personally delivered to the addresses shown below, until notification of a change of such address. All notices shall be deemed delivered on the date initiated.

Lessor:

Village of Pecatonica  
c/o Village Clerk  
405 Main Street  
P.O. Box 730  
Pecatonica, Illinois 61063  
[villageclerk@villagepofpecatonica.com](mailto:villageclerk@villagepofpecatonica.com)

Copy to: Douglas R. Henry  
Barrick, Switzer, Long, Balsley &  
Van Evera, LLP  
6833 Stalter Drive  
Rockford, Illinois 61108  
[dhenry@bslbv.com](mailto:dhenry@bslbv.com)

Lessee:

German American State Bank  
c/o \_\_\_\_\_

\_\_\_\_\_

Facsimile:

**9. Rules of Construction.** The following Rules of Construction shall apply to this agreement:

9.1 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

9.2 Jurisdiction and Venue. Jurisdiction and venue is proper in the 17<sup>th</sup> Judicial Circuit of the State of Illinois, Winnebago County.

9.3 Separability. If any term or provision of this Agreement shall, to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby.

9.4 Partnership. Nothing contained in this Agreement shall be construed to make the parties hereto or their successors or assigns, partners or joint venturers, or render either of the parties liable for the debts or obligations of the other.

9.5 Headings. The articles and section headings are for convenience only and shall not define the limit or scope of this Agreement, nor shall be considered in any construction or interpretation of the Agreement or any part thereof.

9.6 Waiver. No waiver of any breach or default of any provision of this Agreement shall be a waiver of any succeeding breach or default or waiver of any provision of this Agreement.

9.7 Warranties. The undersigned each warrant that they are duly authorized to sign this Agreement and bind their respective parties.

**IN WITNESS WHEREOF,** the undersigned have executed this Agreement effective as of the day first above written.

LESSORS:

By: \_\_\_\_\_ Date of Execution: \_\_\_\_\_

WILLIAM SMULL, Village President  
Village of Pecatonica, Illinois

ATTEST:

\_\_\_\_\_  
GWENN SHIRLEY, Village Clerk  
Village of Pecatonica, Illinois

LESSEE:

By: \_\_\_\_\_ Date of Execution: \_\_\_\_\_  
WARREN LAUBE, President/CEO  
German American State Bank

EXHIBIT "A"

LEGAL DESCRIPTION – PARKING LOT LEASE

105 East 4<sup>th</sup> Street, Pecatonica, Illinois



*This Indenture*, Made this 26th day of October,  
 A. D. 1970, between DELORES CHADWICK JOHNSON  
 Village of Pecatonica in the County of Winnebago and State of Illinois  
 as executor of the last will and testament of MADGE CHADWICK, deceased, late of  
 Village of Pecatonica in the county of Winnebago in the State of Illinois  
 party of the first part, and VILLAGE OF PECATONICA, a Municipal Corporation, situated  
 in Winnebago County, Illinois  
 of the \_\_\_\_\_ in the County of Winnebago and State of Illinois  
 party of the second part;



WITNESSETH, That, whereas MADGE CHADWICK late of Pecatonica  
 in the County of Winnebago and State of Illinois, deceased, in her lifetime made  
 and executed her last will and testament, bearing date the 24th day of January  
 A. D. 1963, and which was thereafter on the 22nd day of November A. D. 1967  
 duly admitted to record in the Circuit court of Winnebago County in the State of  
Illinois, whereby, among other things, she constituted and appointed the said  
DELORES CHADWICK JOHNSON

executor of her said last will and testament, and did thereby, among other things, authorize  
 and empower said executor to sell and convey the real estate hereinafter described;  
 Lot 10 in Block 17, as designated upon the map of the Village of Pecatonica, and the  
 North 44 feet in width of Lot 9 in Block 17, as designated upon the map of Village of Pecatonica  
 parallel with the North line of said lot, excepting therefrom the premises described  
 as follows: Commencing at a point on the West line of said Lot 9, which is 22 feet  
 North of the Southwest corner thereof; thence extending Northerly on (cont'd on reverse side)  
 AND WHEREAS, on the 22nd day of November A. D. 1967, letters testamentary  
 duly issued out of said Circuit court to the said party of the first part, which said letters are still in full  
 force and effect,

NOW, THEREFORE, The said party of the first part, by virtue of the power and authority to her  
 given in and by the said last will and testament, and of each and every other power and authority  
her hereunto enabling, and for and in consideration of the sum of One Dollar and  
other good and valuable considerations  
 to her in hand paid by the said party of the second part, the receipt whereof is hereby  
 acknowledged; does hereby ALIEN, REMISE, RELEASE and CONVEY unto the said party of the second  
 part, its heirs and assigns, forever, all tract or parcel of land, lying and being in the County  
 of Winnebago and State of Illinois, described as follows, to-wit:  
 Lot 10 in Block 17, as designated upon the map of the Village of Pecatonica, and the  
 North 44 feet in width of Lot 9 in Block 17, as designated upon the map of the Village of Peca-  
 parallel with the North line of said lot, excepting therefrom the premises described  
 as follows: Commencing at a point on the West line of said Lot 9, which is 22 feet  
 North of the Southwest corner thereof; thence extending Northerly on said West line  
 of Lot 9, 4.40 feet; thence Easterly parallel with the South line of said Lot 9,  
 156.97 feet to the East line of said Lot 9; thence Southerly on the East line of  
 said lot, 4.40 feet; thence Westerly parallel with the said South line of Lot 9,  
 156.97 feet to the place of beginning.

TOGETHER, WITH ALL and SINGULAR, the hereditaments and appurtenances thereunto belonging, or in  
 any wise appertaining, and all the estate, right, title, interest, claim and demand whatsoever, at law or in equity, which  
 the said MADGE CHADWICK testator, had at the time of his death or which the said party  
 of the first part now has, in and to the said premises: TO HAVE and TO HOLD the same unto the said party of the  
 second part, its heirs and assigns forever, as fully and effectually to all intents and purposes in law, as  
she, the said party of the first part might, could or ought to sell and convey the same, by virtue of the said last  
 will and testament above referred to.

IN WITNESS WHEREOF, the said party of the first part, as executor of the last will and testament of  
 the said MADGE CHADWICK deceased, has hereunto set her hand and  
her seal, the day and year first above written.

DeLores Chadwick Johnson   
 DELORES CHADWICK JOHNSON  


Executor Aforesaid

STATE OF ILLINOIS }  
COUNTY OF WINNEBAGO } ss.

I, Alice M. List

a Notary Public \_\_\_\_\_ in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY that DELORES CHADWICK JOHNSON  
\_\_\_\_\_ executor

of the last will and testament of MADGE CHADWICK  
deceased, personally known to me to be the same person whose name is \_\_\_\_\_ subscribed to the  
foregoing instrument, appeared before me this day in person and acknowledged that s/he signed,  
sealed and delivered the said instrument as her free and voluntary act, as such executor for the  
uses and purposes therein set for.

GIVEN under my hand and seal, this 26th day of October  
A. D. 19 70

Alice M. List  
Notary Public  
ALICE M. LIST  
NOTARY PUBLIC  
WINNEBAGO COUNTY, ILLINOIS

said West line of Lot 9, 4.40 feet; thence Easterly parallel with the South line of  
said Lot 9, 156.97 feet to the East line of said Lot 9; thence Southerly on the East  
line of said lot, 4.40 feet; thence Westerly parallel with the said South line of  
Lot 9, 156.97 feet to the place of beginning.

1343688

**Executor's Deed**

Madge Chadwick by  
D. K. Johnson

To  
Village of Coatesville

70 17 1916

WINNEBAGO COUNTY } ss.  
STATE OF ILLINOIS }  
Filed for record on the 2nd day  
November A.D. 1970 at 1:34  
o'clock P.M. Recorded as Micro File  
Number 70-17-1915  
William H. Hoover

X

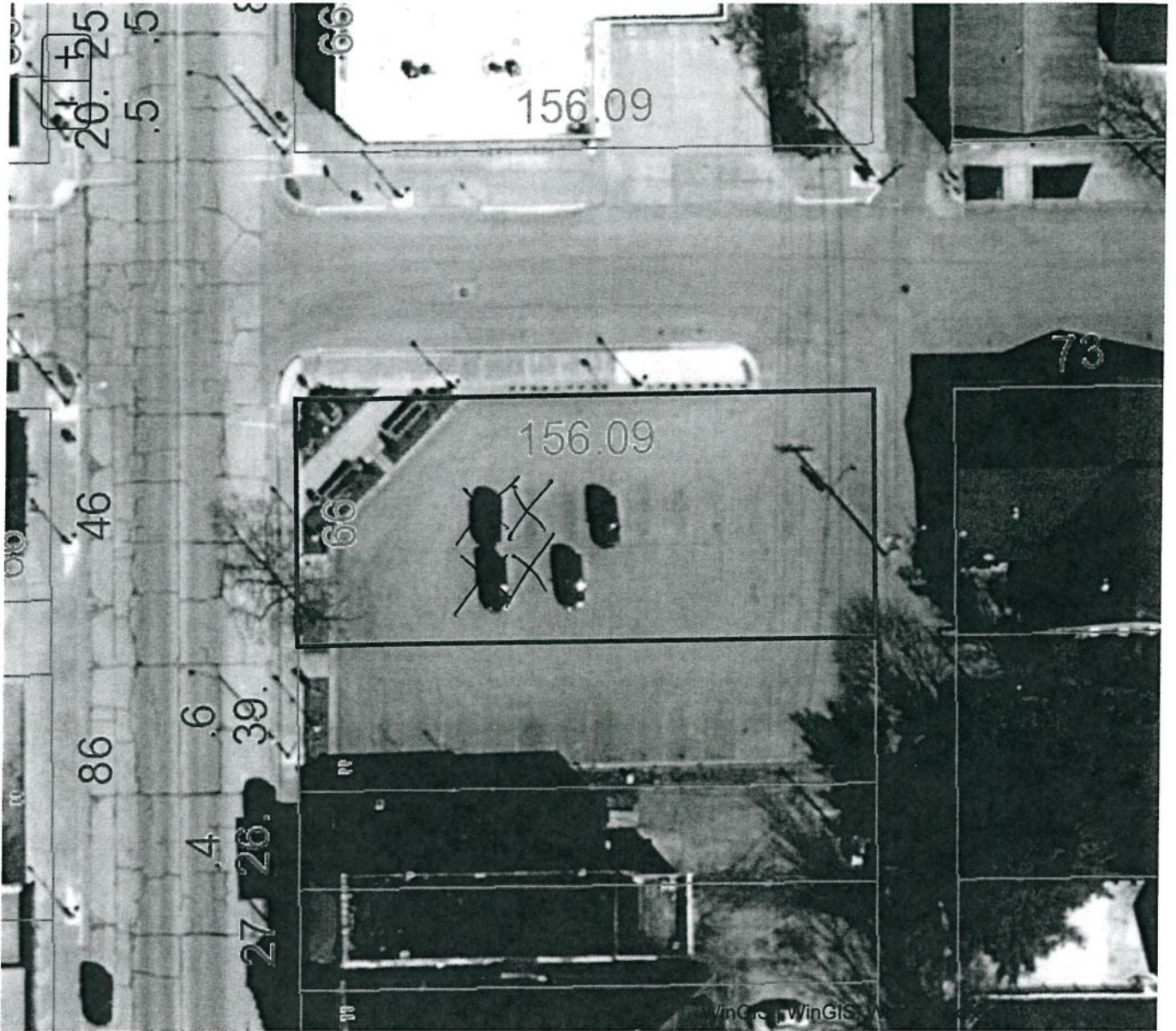
Vol 10 + Pt 9 Bk 17  
Plat 115

Perfection Legal Forms & Printing Co., Rockford, Ill.

Walter H. Beck

EXHIBIT "B"

105 EAST 4<sup>TH</sup> STREET MUNICIPAL PARKING LOT  
LEASED SPACES



105 E 4TH ST

**Parcel Number**

09-28-154-001

**Alternate Parcel Number**

460B145

**Property Size**

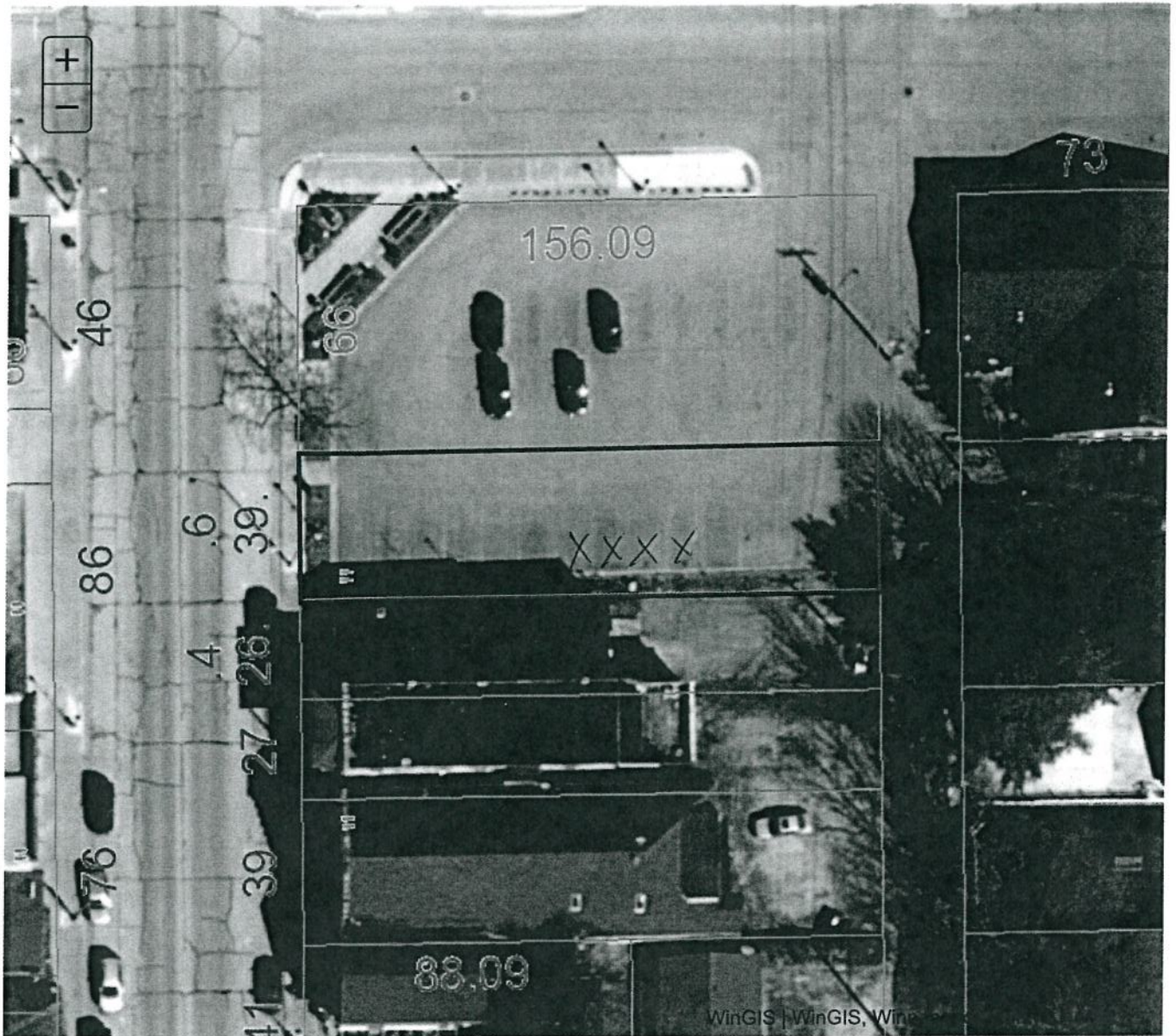
Sq. Feet: 10362 - Acres: 0.24

**Property Use**

Exempt Prop Com Vac (9050)

**Legal Description**

PLAT OF PECATONICA LOT 010 BLOCK 017



502 MAIN ST

**Parcel Number**

09-28-154-002

**Alternate Parcel Number**

460B144

**Property Size**

Sq. Feet: 6182 - Acres: 0.14

**Property Use**

Exempt Prop Com Vac (9050)

**Legal Description**

PLAT OF PECATONICA EXC S26.40FT LOT 009 BLOCK 017