

**Memorandum
Community Economic Development Department**

To: Thomas Thomas, City Manager
Subject: Illinois Title Loan Lease Termination
Date: December 11, 2013



Continuing with Watchtower Plaza redevelopment, the lease termination agreement with Illinois Title Loan Inc. calls for an additional payment of Two Hundred Fifty Thousand dollars (\$250,000). The termination of the existing lease will be effective after the move to a new location. They have procured a lease along 11th Street for a new facility. They will move into the new facility before March 1, 2014.

RECOMMENDATION:

The CED staff recommends Council approve the Lease Termination Agreement with Illinois Title Loan Inc. for \$250,000.00, allow minor attorney modifications and authorize the City Manager to execute the agreement.

Submitted by: Jeffery A. Eder, Assistant City Manager / Community & Economic Development Director

Approved by: Thomas Thomas, City Manager

LEASE TERMINATION AGREEMENT

This LEASE TERMINATION AGREEMENT (the "Agreement") is entered into this _____ day of December, 2013, by and between ILLINOIS TITLE LOANS, INC., (hereinafter "Lessee") and THE CITY OF ROCK ISLAND, ILLINOIS, a municipal corporation, hereinafter ("Lessor") and for consideration of the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$250,000.00), to be paid to Lessee within ten (10) days of execution of this Agreement by all parties, it is hereby agreed to by the Lessee and Lessor as follows:

1. The Lease dated November 13, 1998, as amended, entered into between ILLINOIS TITLE LOANS, INC., as Lessee and R & J DEVELOPMENT, INC., and subsequently assigned to R OWN PROPERTIES, LLC (Lessor's predecessor in title), a copy of which is attached hereto as Exhibit "A" and identified as the Original Lease) is hereby terminated and cancelled as of March 1, 2014, (hereinafter "Termination Date").

2. From and after the Termination Date neither Lessee nor Lessor will have any further rights or obligations under said Original Lease including any Addendums thereto and also including any rights of automatic renewal or any extensions of said Lease or Addendums thereto.

3. Lessee and Lessor have expressly agreed that on or before the Termination Date, Lessee will vacate and surrender the demised property as identified in the Original Lease to

Lessor. Lessee will remove all of their property from the demised premises on or before the Termination Date.

4. Lessor and Lessee shall act in good faith in the performance of their respective obligations to relocate Lessee's business to the premises commonly known as 2925 - 11th Street, Rock Island, Illinois, prior to the Termination Date, and unless otherwise expressly provided, shall not unreasonably withhold, delay or condition, and shall act as promptly as is reasonably practicable under the circumstances in granting or denying, any consent or approval required in connection with the relocation of Lessee's business.

5. Lessee and Lessor, for themselves and their respective parent, subsidiary or related parent corporation, partnerships, affiliates, heirs, successors and assigns, do each hereby and release forever discharge each other and their present and former directors, officers, shareholders, managers, agents, owners, trustees, beneficiaries, attorneys and employees (the "Released Parties") from any and all obligations, damages, losses, costs, expenses and liabilities whether known or unknown contingent or direct, liquidated or unliquidated, and from any claims, demands, judgments, actions or suits of any kind (collectively "Claims") which each may have against one another arising out of or relating to the Original Lease and any Addendums thereto and for the use and occupancy of the demised premises, including, without limitation, any attorney's fees incurred in connection therewith. Both the Lessee and the Lessor acknowledge the possibility that the other party may have unknown claims against the other

arising out of or related to the Original Lease or any Addendums thereto, and the use and occupancy of the demised premises, and that by signing this Agreement each party expressly waives such claims. The parties further acknowledge that the consideration for this mutual release takes into account the possibility of such further claims.

6. The parties have read this Agreement and the Releases contained herein and freely and voluntarily enter into this Agreement with the full understanding of its terms.

7. The above recitals are an integral and substantive part of this Agreement and are incorporated herein.

8. If either party commences an action against the other arising out of or in connection with this Agreement, the prevailing party will be entitled to recover attorney's fees and expenses from the other.

9. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

10. This Agreement may be executed in any number of duplicate original or counterparts, each of which will be deemed to be an original, and all of which taken together will constitute one and the same Agreement. The parties agree that their signatures may be delivered by fax or email.

11. The validity, interpretation, construction and performance of this Agreement will be controlled by and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement
as of the date first above written.

LESSOR:

THE CITY OF ROCK ISLAND, ILLINOIS,
a municipal corporation

By: _____
Name: Thomas Thomas
Title: City Manager

LESSEE:

ILLINOIS TITLE LOANS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title: