



# City of Chicago



O2021-4067

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	9/14/2021
<b>Sponsor(s):</b>	Lightfoot (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Lease agreement with Chicago Board of Education for construction, maintenance and use of portion of vacant property at 4606 W Marquette Rd as additional parking for Mariano Azuela Elementary School, 4707 W Marquette Rd
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate



OFFICE OF THE MAYOR  
CITY OF CHICAGO

LORI E. LIGHTFOOT  
MAYOR

September 14, 2021

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Assets, Information and Services, I transmit herewith an ordinance authorizing the execution of a lease agreement with the Chicago Board of Education.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

*Lori E. Lightfoot*  
Mayor

## **ORDINANCE**

### **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

**SECTION 1:** On behalf of the City of Chicago as Landlord, the Commissioners of the Department of Assets, Information & Services and the Department of Transportation are authorized to execute a Lease Agreement with the Board of Education of the City of Chicago, as Tenant, for use of the vacant property located at 4606 West Marquette Road for parking; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

## LEASE

**THIS LEASE** (the "**Lease**") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 (the "**Effective Date**") by and between, the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (herein referred to as "**City**" or "**Landlord**"), and **THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate (hereinafter referred to as "**Board**" or "**Tenant**").

## RECITALS

**WHEREAS**, Landlord is the owner of a 70-foot wide corridor of property adjacent to a railroad right-of-way, stretching a distance of roughly four blocks from approximately 4607 West 63<sup>rd</sup> street to approximately 4606 West Marquette Road in the City of Chicago, Cook County, Illinois as legally described and depicted in **Exhibit A** attached hereto (the "**Property**"); and

**WHEREAS**, the Tenant operates the Mariano Azuela Elementary School ("**Azuela School**"), located at 4707 W Marquette Road, Chicago, Cook County, Illinois; and

**WHEREAS**, the Property is presently vacant, does not have a present municipal use other than being held as a protective acquisition for a proposed future extension of the CTA Orange Line under grant agreements with the Federal Transit Administration (FTA) and is therefore available for incidental uses on an interim basis, subject to FTA grant guidelines; and

**WHEREAS**, the Tenant desires to provide additional parking at the Azuela School for all of its staff and visitors; and

**WHEREAS**, the Tenant wishes to lease approximately 664.5 feet of the Property extending northward from the right-of-way line on Marquette Road, as depicted on **Exhibit B** attached hereto (the "**Premises**"); and;

**WHEREAS**, the Tenant plans to construct a parking lot for the Azuela School on the Premises, as depicted in the Concept Plan attached hereto as **Exhibit B**; and

**WHEREAS**, the Tenant will be responsible for constructing and maintaining the lot, securing the lot, removing snow, weeds, and removing and disposing of any litter on the Premises in compliance with all applicable laws; and

**WHEREAS**, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, the Premises to be used as parking for Tenant's staff and invitees at the Azuela School, upon the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the covenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, the parties agree as follows:

## **SECTION 1. GRANT**

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 46,515 square feet of the southern portion of the Property, measured as 664.5 feet extending north from the right of way line on Marquette Road, Chicago, Illinois (the "Premises").

## **SECTION 2. TERM; RENEWAL TERM; RIGHT OF TERMINATION**

2.1 Term. The term of this Lease ("Term") shall commence on the Effective Date of Lease and shall end five (5) years thereafter unless sooner terminated as set forth in this Lease.

2.2 Renewal. The Lease shall automatically renew for a period of five (5) years (the "Renewal Term") unless sooner terminated as set forth in this Lease. Any extension of the Lease beyond the Term and Renewal Term are subject to the mutual agreement of the parties.

2.3 Right of Termination by Landlord. Landlord shall have the right to terminate the Lease with twelve (12) months written notice to Tenant. Landlord may, at its sole discretion, offer Tenant month-to-month occupancy after these twelve (12) months, which should not be considered revocation of its original notice to terminate. Such month-to-month occupancy can be terminated upon thirty (30) days' notice.

Notice of termination shall also be considered notice of displacement for the purposes of the The Uniform Relocation and Real Estate Acquisition Policies Act of 1970, as amended, and any successor or related federal legislation.

Termination by Landlord in the last twelve (12) months of the Term will eliminate the Renewal Term but will allow Tenant the full twelve (12) months of occupancy following the notice of termination and any month-to-month occupancy thereafter allowed by Landlord.

2.4 Right of Termination by Tenant. Tenant shall have the right to terminate this Lease for any reason without penalty by providing Landlord with 30 days prior written notice.

## **SECTION 3. RENT, TAXES, AND UTILITIES**

3.1 Rent. Tenant shall pay base rent for the Premises in the amount of:

One Dollar (\$1.00) for the entire Term the receipt and sufficiency of said sum being herewith acknowledged by both parties.

3.2 Utilities. Tenant shall pay when due all charges for electricity, light, power and all other utility services used in or supplied to the Premises. Landlord shall assume no responsibility for payment of any utilities.

3.3 Taxes and Other Levies. The Parties acknowledge that the Tenant is a tax-exempt municipal entity and is not subject to the payment of real estate taxes for property used for public purposes. Tenant shall apply for leasehold exempt tax status if applicable. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or taxes, interest, or penalties levied against the Premises. The failure of Tenant to pay such taxes, interest, or penalties during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

#### **SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS, SURRENDER**

4.1 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements, and conditions of this Lease on its part to be kept, observed and performed, shall lawfully enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord.

4.2 Tenant's Duty to Maintain Premises and Right of Access. Tenant shall, at Tenant's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("**Building and Construction**"), Title 14 ("**Electrical Equipment and Installation**"), Title 15 ("**Fire Prevention**") and all applicable provisions of the Landscape Ordinance of the City of Chicago. If Tenant shall refuse or neglect to make needed repairs within thirty (30) days after written notice thereof sent by Landlord, unless such repair cannot be remedied by thirty (30) days, and Tenant shall have commenced and is diligently pursuing all necessary action to remedy such repair, Landlord, at Landlord's option, is authorized to either make such repairs and Tenant will promptly and within thirty (30) business days of demand reimburse Landlord for the reasonable cost thereof, or Landlord can immediately terminate this Lease by providing the Tenant with written notice thereof. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of Landlord's desire to enter the Premises and Landlord will schedule its entry so as to minimize any interference with Tenant's use of Premises.

4.3 Use of the Premises. Tenant covenants that Tenant shall use the Premises for free parking for Tenant's employees and guests of the Azuela School, and any

permitted subtenants pursuant to Section 5.1 of this Lease. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. The promotion and operation of the parking lot shall not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. In addition, Tenant covenants that Tenant shall not use said Premises for any other political functions, religious activities, or for-profit uses of any sort. This shall include any requirements of the Federal Transit Administration related to Landlord's acquisition of the property as set forth in the FTA Grant IL-90-X277 grant agreement.

4.4 Alterations and Additions. Notwithstanding the construction of the parking lot as contemplated herein (the "Initial Improvements"), Tenant may not make any additional alterations, additions and/or improvements to the Premises without the prior written consent of Landlord's Commissioners of the Department of Assets, Information & Services, and the Department of Transportation.

4.5 Signage. Tenant shall have the right to install signs on the Premises, at its cost and expense, which signs shall comply with all applicable statutes, laws, ordinances and zoning requirements, provided, however, that signs may not be used for commercial advertising.

4.6 Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, upon request by and coordination with Landlord, return the Premises to Landlord in the condition existing on the Effective Date with the Initial Improvements. Because this property is intended for future transit use, Tenant waives any relocation costs or other benefits that it would otherwise be due at surrender of premises from provisions of The Uniform Relocation and Real Estate Acquisition Policies Act of 1970, as amended, or successor or related federal legislation.

## **SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS**

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part. Tenant may not sublet the Premises or any part thereof to any other individual or entity without the written consent of Landlord in Landlord's sole discretion, provided that, Tenant may sublicense all or a portion of the Premises to another governmental entity rent free, provided however, that Tenant may receive in-kind contributions or direct reimbursement from such governmental entity for the actual cost of maintenance and repair of the Premises.

5.2 Tenant's Covenant against Encumbering Title. Tenant shall not do any act which shall in any way encumber the fee simple estate of the Landlord in and to the

Premises, nor shall the interest or estate of the Landlord in the Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant any claim to, or lien upon, the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject to and subordinate to the paramount title and rights of Landlord in and to the Premises.

5.3 Tenant's Covenant against Liens. Tenant shall not permit the Premises to become subject to any mechanic's, laborer's, or materialmen's liens on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant. In case of any such lien attaching, Tenant shall immediately pay and remove such lien, or it may contest and appeal it. If Tenant contests the lien, it shall furnish security or indemnify Landlord in a manner reasonably satisfactory to Landlord to protect Landlord against any defense or expense arising from such lien. Tenant shall immediately pay any final judgment rendered against Tenant, with all proper costs and charges, and shall have the final lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or to timely contest such lien in accordance herewith, Landlord, at its election, may, but is not obligated to, pay and satisfy same after sending Tenant thirty (30) days' written notice to pay or contest the lien. If Tenant does not pay the lien or contest it within thirty (30) days of receipt of notice, the Landlord may pay same and Tenant shall reimburse Landlord all sums so paid by Landlord to satisfy the lien.

## **SECTION 6. INSURANCE AND INDEMNIFICATION**

6.1 Insurance. The Tenant shall procure and maintain at all times, at Tenant's own expense, during the Term of this Lease, the insurance coverages and requirements specified below, insuring all operations related to this Lease. The Parties agree that Tenant self-insures for coverage of the type and nature set forth below. Landlord acknowledges the Tenant's self-insurance coverage, as evidenced by a letter of self-insurance will operate as compliance with this Section 6 in lieu of a certificate of insurance.

The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees and Employer's Liability coverage with limits of not less than \$100,000 each accident or illness.

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation



endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Lease.

c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

The Tenant shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented by the Tenant.

6.2 Other Terms of Insurance. The Tenant will furnish the City of Chicago, Department of Assets, Information & Services, Office of Real Estate Management, 2 North LaSalle Street, Suite 200, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Lease. The Tenant shall submit evidence of insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the City to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the City. The Tenant shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the City retains the right to terminate the Lease until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Tenant.

The Tenant agrees that insurers shall waive their rights of subrogation against the City of Chicago its employees, elected officials, agents or representatives.

The Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit the Tenant's liabilities and responsibilities specified within the Lease documents or by law.

The Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by the City of Chicago shall apply in excess of and not

contribute with insurance provided by the Tenant under this Lease.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The City of Chicago, Department of Finance, Office of Risk Management, maintains the right to reasonably modify, delete, alter or change these requirements.

6.3 Tenant's Indemnification. Without waiving its defenses and governmental immunities under the Local Governmental and Governmental Employee Tort Immunity Act, 745 ILCS Section 10/1 et. Seq. and the Illinois School Code, Tenant shall protect, indemnify, save harmless and defend Landlord from and against all liabilities, obligations, losses, claims, demands, causes of action, suits, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising from or in any way related to: (i) Tenant's conduct, management, occupancy or work done in and on the Premises; (ii) any breach or default on the part of Tenant under this Lease; (iii) any intentional or grossly negligent act of Tenant or any of Tenant's agents, contractors, employees or invitees; and (iv) any accident, injury or damage caused by Tenant to any person occurring during the Term of this Lease on the Premises.

## **SECTION 7. DAMAGE OR DESTRUCTION**

7.1 Damage or Destruction. If the Premises are damaged, destroyed, or sustain a casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Landlord's opinion or Tenant's opinion, the Premises are rendered unusable, either Landlord or Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving the other party five (5) days written notice to such effect.

## **SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS**

8.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as described in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

This Lease is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one-year period following expiration or other termination of their office.

8.2 Duty to Comply with Governmental Ethics Requirements. Landlord and Tenant shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of that contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

No officer, agent or employee of the Tenant is or shall be employed by the Landlord or has or shall have a financial interest, directly, or indirectly, in this Lease or the compensation to be paid hereunder except as may be permitted in writing by the Tenant's Ethics Policy adopted May 25, 2011 (11- 0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Lease as fully set forth herein.

8.3 Inspector Generals. Tenant and Landlord acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations. Landlord represents that it understands and will abide by all provisions of Chapter 2-56 (Office of Inspector General) of the Municipal Code of Chicago.

8.4 Conflict of Interest and Indebtedness. This Lease shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their terms of office. The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated and made a part of this Lease.

## **SECTION 9. INTENTIONALLY OMITTED**

## **SECTION 10. MISCELLANEOUS**

10.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Tenant to Landlord shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Landlord as follows:

City of Chicago  
Department of Assets, Information & Services  
Bureau of Asset Management  
Office of Real Estate Management  
2 North LaSalle Street, Suite 200

Chicago, Illinois 60602  
Attn: Assistant Commissioner

Copy to:

City of Chicago  
Department of Law  
121 North LaSalle Street, Suite 600  
Chicago, IL 60602  
Attn: Real Estate and Land Use Division

or at such other place as Landlord may from time to time designate by written notice to Tenant. All notices, demands, and requests by Landlord to Tenant shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Board of Education of the City of Chicago  
Department of Facilities  
42 West Madison Street, 2nd Floor  
Chicago, Illinois 60602  
Attn: Director of Real Estate

Copy to:

Board of Education of the City of Chicago  
Law Department  
1 North Dearborn Street, 9th Floor  
Chicago, Illinois 60602  
Attn: General Counsel

or at such other place as Tenant may from time to time designate by written notice to Landlord. Any notice, demand or request which shall be served upon Tenant by Landlord, or upon Landlord by Tenant, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement. All preliminary and contemporaneous negotiations are

merged into and incorporated in this Lease. This Lease and the exhibits attached hereto and forming a part hereof, contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

10.6 Binding Effect of Lease. The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization to Execute Lease. The parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant respectively and that by their execution of this Lease, it became the binding obligation of Landlord and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Events of Default. If either party defaults under any covenant hereunder and such failure continues for a period of thirty (30) days after receipt of written notice thereof, unless such failure cannot be remedied within thirty (30) days and the defaulting party has commenced and is diligently pursuing all necessary action to remedy such failure, the non-defaulting party shall have the option to terminate this Agreement upon written notice as provided herein, in addition to any other remedies available at law and/or in equity.

10.11 Force Majeure. When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, epidemics, pandemics, declarations of emergency by governmental authorities, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 Amendments. From time to time, the parties hereto may amend this Lease. Such amendment(s) shall be in writing and shall be duly executed by both Landlord and Tenant and approved as to legal form by the Board's General Counsel. Such

amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

10.13 No Other Rights. This Lease does not give the Tenant any other right with respect to the Premises, including, but not limited to, closure of streets, sidewalks, or other public thoroughfares. Any rights not specifically granted to Tenant by and through this document are reserved exclusively to Landlord. Execution of this Lease does not obligate the City in any manner and the City shall not undertake any additional duties or services including, but not limited to, custodial services, maintenance, security, or snow removal.

10.14 Municipal Marketing Efforts. The City shall have the right to install a digital advertising sign on the Premises as part of the City's municipal marketing efforts, subject to the separate approval of City Council.

10.15 Lease Construction. This Lease has been prepared by Landlord and reviewed and approved by Tenant. This Lease shall not be interpreted against either Landlord or Tenant because of the parties' mutual efforts to finalize this Lease.

10.16 Freedom of Information. Landlord acknowledges that this Lease and all documents submitted to the Board related to this Lease are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Lease may be subject to reporting requirements under 105 ILCS 5/34-220. Landlord further acknowledges that this Lease may be posted on the Board's Internet website at [www.cps.edu](http://www.cps.edu).

## **SECTION 11. ADDITIONAL RESPONSIBILITIES OF TENANT**

11.1 Snow Removal. Tenant shall provide and pay for prompt removal of snow and ice from the Premises and sidewalks that immediately abut the Premises. Tenant acknowledges that Landlord shall not have any responsibilities relative to snow or ice removal on the Premises and/or the sidewalks that immediately abut the Premises.

11.2 Debris and Weed Removal. Tenant agrees to clear debris and to removal weeds from the Premises, so as not to let debris sit or accumulate on the property or to allow weeds to grow on the Premises or around the sidewalks adjacent parking lot. Tenant acknowledges that Landlord shall not have any responsibilities relative to debris removal or weed removal on the Premises and/or the sidewalks that immediately abut the Premises.

11.3 No Tailgating. Tenant shall not permit tailgating on the Premises, or any other activity other than parking by employees or invitees of the Azuela School.

11.4 No Alcohol or Illegal Drugs. Tenant shall not permit the consumption of

alcoholic beverages of any kind on the Premises. Tenant shall not permit the use of any illegal drugs of any nature on the Premises.

11.5 Satisfaction with Condition. Tenant agrees that Tenant has inspected the Premises and all related areas and grounds, and that Tenant is satisfied with the physical condition thereof and accepts the Premises in its "As-Is" condition.

11.6 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or illegal.

11.7 Hazardous Materials. Tenant shall keep out and off of the Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's fire insurance carrier. Tenant shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto.

11.8 No Religious or Political Use. Tenant shall not allow the Premises to be used for any religious or political purposes.

11.9 No Fees. Tenant shall not charge a fee to any Board employee or staff for use of, or access to, the Premises.

11.10 Required Permits. For any activity which Tenant desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by Tenant prior to using the Premises for such activity. The Landlord's Department of Assets, Information & Services must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this Lease. Tenant acknowledges that this Lease shall not act as a substitute for any permit that may be required.

11.11 Non-Discrimination. Tenant agrees that Tenant shall (a) not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Premises or any part thereof, and (b) not use the Premises for any religious or political activities.

11.12 Repairs for Tenant Negligence, Vandalism, or Misuse. Tenant shall assume all responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents or contractors. Tenant may perform such repairs with service providers suitable to Landlord and at Tenant's sole cost without further setoff or deduction from Landlord. In the event Tenant is unwilling or unable to perform said repairs, Landlord may perform such repairs subject to full reimbursement to Landlord by Tenant of all costs required for such repairs including, but not limited to, labor and material associated with such repairs after thirty (30) days' written notice to Tenant to make such repairs.

11.13 No Other Rights. This Lease does not give Tenant any other right with respect to the Premises. Any rights not specifically granted to Tenant by and through this Lease are reserved exclusively to Landlord. Execution of this Lease does not obligate Landlord in any manner not specified in this Lease and Landlord shall not undertake any additional duties or services.

11.14 Security. Landlord shall have no security responsibilities or liability for any stolen vehicles, vandalized vehicles, vehicles damaged by wind, hail or other natural elements, stolen personal property, or any accidents on the Premises arising from the use of the Premises by any party.

11.15 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which shall constitute one and the same agreement. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, the parties have executed this Lease as of the day and year first above written.

**LANDLORD:**

**CITY OF CHICAGO**,  
an Illinois municipal corporation and home rule unit of government

BY: THE DEPARTMENT OF ASSETS, INFORMATION & SERVICES

By: \_\_\_\_\_  
Commissioner

AND

BY: THE DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Commissioner

APPROVED AS TO FORM AND LEGALITY:  
BY: THE DEPARTMENT OF LAW

By: \_\_\_\_\_  
Assistant Corporation Counsel  
Real Estate and Land Use Division

**TENANT:**

**THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**,  
a body politic and corporate

By: \_\_\_\_\_  
Name: Lindy F. McGuire  
Title: Interim Chief Operating Officer

COO Report No.: 21-\_\_\_\_\_

Approved as to Legal Form:

\_\_\_\_\_  
Joseph T. Moriarty, General Counsel

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

*(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)*

**THE WEST 70 FEET OF THE EAST 133 FEET OF THE WEST ½ OF THE  
NORTHWEST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**Address:** RAILROAD RIGHT OF WAY BETWEEN 63<sup>rd</sup> & 67<sup>th</sup>, Chicago, IL 60638

**PIN:** 19-22-500-001 (pt.)





**4607 W. 63<sup>rd</sup> St. / 4606 W. Marquette Rd.  
Lease No. 20377**

**SECTION 2:** This Ordinance shall be effective from and after the date of its passage and approval.