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City Council Document Tracking Sheet

Meeting Date:	4/18/2012
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Lease agreement with METRA
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 18, 2012

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease and license agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Tenant, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with the METRA governing the use of approximately 11,230 square feet of vacant land located at 3800 West Wabansia Avenue for use by the Department of Water Management; such Lease to be approved by the Commissioner of the Department of Water Management and approved as to form and legality by the Corporation Counsel in substantially the following form:

**3800 West Wabansia Avenue
Department of Water Management
Lease No. 14037**

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

and approval.

CITY LEASE NO. 14024**AGREEMENT EXTENDING LEASE NO. L52920**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the **Commuter Rail Division of the Regional Transportation Authority**, a division of an Illinois municipal corporation having an office at 547 West Jackson Boulevard, Chicago, Illinois 60661 ("Metra") hereinafter called ("**Landlord**") and the **City of Chicago** of Chicago, Illinois, hereinafter referred to as ("**Tenant**"). Landlord and Tenant are hereafter sometimes individually referred to as a "Party" and jointly referred to as the "Parties".

RECITALS

- A. The Landlord, or its predecessors, entered into a certain indenture of Lease bearing No. 52920 ("Lease") on October 22, 1942, whereby Landlord leased, demised and let unto the Tenant certain of its property located at Wabansia Avenue and Hamlin Avenue (3800 West Wabansia Avenue) in the City of Chicago, legally described on **Exhibit "A"**, attached to and made a part of this Agreement ("**Premises**"), for use as a site for part of a pumping station and material yard.
- B. The Lease was drawn for a term ending December 31, 1947 and has been renewed and extended for additional periods. The Lease has remained active on a year-to-year basis.
- C. The Parties mutually desire to renew the term of the Lease for a period of five (5) years beginning on the date of Lease execution and expiring December 31, 2016.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are by this reference hereby incorporated into this Agreement, the Premises and the mutual covenants and agreements of the Parties hereto, it is hereby agreed as follows:

1. The Lease is hereby renewed and extended for a term beginning on the date of Lease execution and expiring December 31, 2016.
2. Tenant shall pay an annual rental of \$2,400, payable in advance on the third day of the first month of each year of the term.
3. Tenant shall pay all applicable taxes, license fees and assessments including without limitation, special assessments or other charges that may be legally levied or assessed locally against said Premises for the term hereof or of any extension thereof. Each Party, however, represents that it is currently a tax exempt entity.

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4. Notwithstanding the fact that this extension is for a term of five (5) years, Metra hereto reserves the right to terminate the Lease at any time by giving Tenant ninety (90) days' notice of a desire to do so, and in the event of such termination, any unearned rental shall be refunded.

5. Capitalized terms, not otherwise defined herein, shall have the same meaning ascribed to them in the Lease. Except to the extent modified herein, the terms, covenants, provisions and conditions of the Lease shall remain in full force and effect.

6. To the extent that a provision or provisions of the Lease are in conflict with a provision or provisions of this Agreement, the provision or provisions of this Agreement shall take precedence and control.

7. Tenant has continued to occupy the Premises under the terms of a prior lease dated July 10, 2002 and paid base rent in the amount of \$2,400.00 per year. Landlord and Tenant each acknowledge and agree that the other party has performed all obligations under such prior Lease and that neither party has any claims against the other with respect to such prior Lease.

IN WITNESS WHEREOF, this Lease is signed on behalf of the Parties on the date hereinabove first provided.

**Commuter Rail Division of the
Regional Transportation Authority**

By: _____
Alexander D. Clifford
Executive Director & CEO

CITY OF CHICAGO

By: _____
Commissioner of Water Management

By: _____
Commissioner of Fleet and Facility Management

Approved as to form and legality, except as to property description and execution:

Deputy Corporation Counsel
Real Estate Division

CITY LEASE NO. 14024

EXHIBIT A

LOCATION: Hamlin Avenue and Wabansia Avenue (3800 West Wabansia Avenue)

START at the point of intersection of the north line of Wabansia Avenue and the west line of North Hamlin Avenue in the City of Chicago, Cook County and State of Illinois, according to the recorded plat thereof; thence run north along the west line of North Hamlin Avenue 240 feet; thence west at right angles 46.62 feet to the point of beginning of the land to be described; thence continue west along said last described course 95 feet; thence north at right angles 120 feet; thence southeasterly on a straight line

153 feet to the place of beginning. EXCEPTING THEREFROM a strip of land 17 feet wide, being 8.5 feet on each side of the center line of the side track running across said premises.

ALSO START at the point of intersection aforesaid; thence run north along said west line of North Hamlin Avenue 360 feet; thence west at right angles 141.62 feet to the point of beginning of the land to be described; thence continue west along said last described course 148.62 feet; thence north at right angles 110 feet, more or less, to a point which is 9.5 feet southwesterly of the measured at right angles to the center line of the most southerly side track of the Milwaukee Trustees as now there laid and operated; thence southeasterly parallel to the center line of the Milwaukee Trustees' most westerly side track 46 feet; thence northeasterly at right angles 20 feet; thence southeasterly on a straight line to the place of beginning. EXCEPTING THEREFROM two strips of land being 8.5 feet on each side of the center lines of the side tracks running across said premises.

ALL BEING A PART of the Southwest one-quarter (1/4) of Section 35, Township 40 North, Range 13 East, and containing 11,230 square feet, more or less, and more particularly outlined on the plat hereto attached and made a part hereof.