



# City of Chicago



O2017-950

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	2/22/2017
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Renewal of Lease agreement with Commuter Rail Division of the Regional Transportation Authority for use of vacant land at 3800 W. Wabansia Ave by Department of Water Management
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate

## 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 renewal with Commuter Rail Division of the Regional Transportation Authority, as Landlord, for use of approximately 11,230 square feet of vacant land, located at 3800 West Wabansia Avenue, by the Department of Water Management; such Lease renewal 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:

**AGREEMENT TO EXTEND TERM OF LEASE**

**THIS AGREEMENT ("Agreement")** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (the "Effective Date") 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**" or "**Landlord**") and **THE CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602. ("**City**" or "**Tenant**").

**RECITALS**

**WHEREAS**, Landlord, or its predecessors, and Tenant entered into that certain indenture of Lease bearing No. 52920 (the "**Lease**") on October 22, 1942, whereby Landlord leased to Tenant approximately 11,230 square feet of real property located at Wabansia Avenue and Hamlin Avenue, with a common address of 3800 West Wabansia Avenue, Chicago, Cook County, Illinois, as legally described on **Exhibit A** attached hereto and incorporated herein (the "**Premises**"); and

**WHEREAS**, the Premises is adjacent to the City's Springfield Pumping Station and is utilized as a material yard; and

**WHEREAS**, the term of the Lease was set to expire on December 31, 1947, and was extended for additional periods to permit continuous use of the Premises by Tenant; and

**WHEREAS**, the last agreement to extend the Lease was entered into on October 22, 2012, which served to extend the term of the Lease through December 31, 2016;

**WHEREAS**, Tenant continues to occupy the premises as a holdover tenant on a month-to-month basis; and

**WHEREAS**, Landlord and Tenant desire to extend the term of the Lease ; and

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant agree as follows:

1. **Recitals and Terms of Art.** The recitals are incorporated herein by reference and made a part of this Agreement. All capitalized terms used herein shall have the same meanings as they do in the Lease, unless otherwise expressly provided herein.

2. **Term.** The Term of this Agreement shall commence on the Effective Date, and shall terminate on August 31, 2020, unless sooner terminated as set for in section 5 of this Agreement.

3. **Rent.** Tenant shall pay annual rent of Two Thousand Four Hundred and 00/100 Dollars (\$2,400.00), payable in advance on the third day of the first month of each year of the term.

4. **Taxes.** Tenant shall pay all applicable taxes, license fees and assessment including, without limitation, special assessments or other charges that may be legally levied or assessed locally against the Premises for the term of this Agreement or any extension thereof. Landlord and Tenant, however, acknowledge that each is currently a tax exempt entity.

5. **Termination.** In the event the Premises are required by Landlord to be used for its operations, and Tenant is unable to accommodate Landlord's use of the Premises, Landlord may terminate this Agreement, and the tenancy hereby created, at any time for an emergency or, for non-emergencies, by giving Tenant sixty (60) days prior written notice of Landlord's intention to so terminate. Tenant may terminate this agreement by providing Landlord with sixty (60) days prior written notice of Tenant's intention to terminate.

6. **Reaffirmation of Lease.** Except to the extent expressly set forth in this Agreement, all of the terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and affirmed. If there is any conflict between the terms and provisions of the Lease and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control.

7. **Governing Law and Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the event that any provision of this Agreement shall at any time be found to be invalid or otherwise rendered unenforceable, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as the circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via email or PDF.

9. **Effectiveness.** This Agreement is not effective unless and until the same is signed and delivered by both Tenant and Landlord.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

**LANDLORD:**

**COMMUTER RAIL DIVISION OF THE REGIONAL  
TRANSPORTATION AUTHORITY**, a division of an Illinois municipal  
corporation

**By:** \_\_\_\_\_  
Don Orseno  
Executive Director & CEO

**TENANT:**

**THE CITY OF CHICAGO,**  
a Municipal Corporation and Home Rule Unit of Government

**DEPARTMENT OF FLEET AND FACILITY MANAGEMENT**

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

**DEPARTMENT OF WATER MANAGEMENT**

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

APPROVED AS TO FORM AND LEGALITY  
BY: DEPARTMENT OF LAW

**By:** \_\_\_\_\_  
Chief Assistant Corporation Counsel

## EXHIBIT A

LOCATION: Hamlin & Wabansia

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, in the County and State aforesaid, 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 and 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 tract 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 in red on the plat hereto attached and made a part hereof.

3800 West Wabansia Avenue  
Lease No. 14020

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