



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
www.chicityclerk.com

## Legislation Details (With Text)

**File #:** O2015-6205  
**Type:** Ordinance                      **Status:** Passed  
**File created:** 7/29/2015              **In control:** City Council  
**Final action:** 9/24/2015

**Title:** Lease agreement with Chicago Title & Trust Company for use of building space at 1142 W Fullerton Ave and 1150 W Fullerton Ave by Chicago Public Library

**Sponsors:** Emanuel, Rahm

**Indexes:** Lease

**Attachments:** 1. O2015-6205.pdf

Date	Ver.	Action By	Action	Result
9/24/2015	1	City Council	Passed	Pass
9/16/2015	1	Committee on Housing and Real Estate	Recommended to Pass	Pass
7/29/2015	1	City Council	Referred	

OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

July 29,2015

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 agreements.

Your favorable consideration of these ordinances will be appreciated.

Mayor

Very truly yours,

## 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 Chicago Title & Trust Company, successor trustee to LaSalle National Trust, N.A. as Landlord for use of approximately 13,916 square feet of building space located at 1150 West Fullerton by the Chicago Public Library as the Lincoln Park Branch Library; such Lease to be approved by the Commissioner of the Chicago Public Library, the President of the Chicago Public Library Board of Directors, and approved as to form and legality by the Corporation Counsel in substantially the following form:

#### LEASE NO. 19042

### LEASE

**THIS LEASE is made and entered into as of the 1<sup>st</sup> day of January, 2015 (the "Commencement Date"), by and between CHICAGO TITLE LAND TRUST COMPANY, successor trustee to LaSalle National Trust, N.A., not individually but solely as Trustee under Trust Agreement dated August 27, 1992 and known as Trust No. 117434 ("Land Trustee") and DEPAUL UNIVERSITY, an Illinois not-for-profit corporation ("DePaul"; Land Trustee and DePaul are together hereinafter referred to as "Landlord") and the CITY OF CHICAGO, an Illinois Municipal Corporation and Home Rule Unit of Government (hereinafter referred to as "Tenant").**

### RECITALS

WHEREAS, Land Trustee is the owner of the real property more commonly known as 1150 West Fullerton Avenue, Chicago, Cook County, Illinois as legally defined in Exhibit A (the "Land Trust Parcel") and the building thereon (the "Building");

WHEREAS, DePaul is the owner of the land immediately east of the Land Trust Parcel and more commonly known as 1142 West Fullerton Avenue, Chicago, Cook County, Illinois as legally defined in Exhibit B (the "DePaul Parcel"; the Land Trust Parcel and the DePaul Parcel are together hereinafter referred to as the "Land"), which serves as a portion of the parking lot serving Landlord, Tenant and other occupants of the Building and their respective invitees;

WHEREAS, Tenant has previously leased approximately 13,916 square feet space located on the first floor of the Building (the "Demised Premises", which Demised Premises excludes the land lying beneath the Building) from Land Trustee and is in possession thereof pursuant to that certain Lease Agreement dated as of December 21, 1994 between Tenant and Land Trustee, as amended by that certain First Amendment to Lease Agreement dated as of September 24, 2014 between Tenant and Land Trustee (together, the "Prior Lease"), the term of which expired on December 31, 2014;

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, the Demised Premises to be used as the Lincoln Park branch of the Chicago Public Library pursuant to the terms hereof.

NOW THEREFORE, in consideration of the covenants, terms, and conditions set forth herein, the parties hereto agree and covenant as follows:

**SECTION 1. GRANT**

Grant. Landlord hereby leases to Tenant the Demised Premises, on the terms set forth herein, to be used as the Lincoln Park Branch of the Chicago Public Library.

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**SECTION 2. TERM**

2.1 Term. The term of this Lease (the "Term") shall begin on the Commencement Date and shall end on June 30, 2022, unless sooner terminated as set forth in this Lease.

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

3.1 Rent and Operating- Costs. Tenant shall pay rent and operating costs (together, "Base Rent") for the Demised Premises during the term of the lease as follows:

- a) Two Hundred Eighty Three Thousand One Hundred Fifty Five and 50/100 dollars (\$283,155.50) for the period beginning on the Commencement Date and ending on June 30, 2015, in monthly installments of \$47,192.58; provided, however, that Landlord and Tenant agree that Tenant has paid January 1, 2015 through March 31, 2015, and such rent for April 1, 2015 through and including June 30, 2015 will be abated.
- b) Five Hundred Seventy Nine Thousand Two Hundred Eighty Four and 00/100 Dollars (\$579,284.00) for the period beginning on July 1, 2015 to June 30, 2016, in monthly installments of \$48,273.67;
- c) Five Hundred Ninety Two Thousand Three Hundred Eighty Three and 00/100 Dollars (\$592,383.00) for the period beginning July 1, 2016 to June 30, 2017, in monthly installments of \$49,365.25;
- d) Six Hundred and Five Thousand Seven Hundred Ninety Five and 00/100 Dollars (\$605,795.00) for the period beginning July 1, 2017 to June 30, 2018, in monthly installments of \$50,482.92;
- e) Six Hundred Nineteen Thousand Five Hundred Twenty Nine and 00/100 Dollars (\$619,529.00) for the period of July 1, 2018 to June 30, 2019, in monthly installments of \$51,627.41;

- f) Six Hundred Thirty Three Thousand Five. Hundred and Ninety Two and 00/100 Dollars (\$633,592.00) for the period of July 1, 2019 to June 30, 2020, in monthly installments of \$52,799.33;
- g) Six Hundred Forty Seven Thousand Nine Hundred and Ninety Two and 00/100 Dollars (\$647,992.00) for the period of July 1, 2020 to June 30, 2021, in monthly installments of \$53,999.33; and,
- h) Six Hundred Sixty Two Thousand Seven Hundred and Thirty Eight (\$662,738.00) for the period of July 1, 2021 to June 30, 2022, in monthly installments of \$55,228.17.

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The rent includes Common Area Maintenance (CAM) Fees for maintenance of the Building, the common areas and common facilities therein, and the Land. The monthly rent schedule is set forth in Exhibit C.

Rent shall be paid to Landlord in monthly installments in the amounts set forth above, on or before the first (1<sup>st</sup>) day of each and every month during the Term, beginning on the Commencement Date via electronic transfer through automated clearing house initiated by Tenant. Landlord has provided Tenant with Landlord's bank account information for ACH payments, and Landlord shall promptly notify of any banking changes to Tenant.

At Landlord's option, Landlord may discontinue such use of ACH Credit for the payment of Base Rent, and in such case, Tenant shall pay such Base Rent to Landlord or Landlord's agent at 1 East Jackson Boulevard, Chicago, Illinois, Attention: Office of University Real Estate, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

Charges for any service for which Tenant is required to pay or for work orders for maintenance requested by Tenant, from time to time hereunder, shall be due and payable within sixty (60) days) after invoice.

3.2 Taxes and Other Levies. Landlord shall pay when due all real estate taxes, duties, assessments, sewer, and other levies assessed against the Demised Premises, except for those charges which this Lease specifies that Tenant shall pay.

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

4.1 Condition of Premises Upon Delivery of Possession. Landlord covenants that the Premises shall:

- a) Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments (collectively - the "Laws") which may be applicable to the Premises or to the use or manner of use of the Premises; and
- b) Contain no environmentally hazardous materials.

Landlord's duty under this section shall survive Tenant's acceptance of the Premises.

4.2 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 and quietly hold, occupy and enjoy the Demised Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

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3 Landlord's Duty to Maintain. Unless otherwise provided in this lease, Landlord shall, at Landlord's expense keep all common areas of the building, all electrical and mechanical systems of building, including mechanical systems which service the Demised Premises, if separate, the exterior of the building, and the exterior premises of the property 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 the provisions of Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention") and all applicable provisions of the Landscape Ordinance of the City of Chicago.

4 Tenant's Duty to Reimburse Landlord for Repairs Undertaken by Landlord. Unless otherwise provided in this lease, Landlord shall, upon receipt of a written request from Tenant, make repairs to Tenant's Demised Premises, so as to maintain it in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago. In the event that Tenant requests the Landlord to make repairs to Tenant's Demised Premises, and Landlord completes the requested repairs, Tenant shall be responsible for reimbursing Landlord for the cost of such repairs, with the amount of reimbursement being equal to the cost of labor and materials needed to make the repairs without an adjustment for administrative or mark-up fees. If Landlord neglects to make repairs within thirty (30) days after written notice thereof sent by Tenant, unless such repairs cannot be remedied in thirty (30) days and Landlord has commenced and is diligently pursuing all necessary action to remedy such repairs, Tenant is authorized to make such repairs and Tenant shall not be responsible for reimbursement to Landlord. Tenant may also, at its sole discretion, elect to undertake the needed repairs without submitting a written request to Landlord, in which case Tenant shall not be responsible for reimbursement to Landlord. Landlord shall have the right of access to the Demised Premises for the purpose of inspecting and, at the request of Tenant, making repairs to the Demised Premises. Except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Demised Premises or

its desire to grant entry to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Demised Premises, and will schedule such entry so as to minimize any interference with Tenant's use of the Demised Premises.

4 Use of the Demised Premises. Tenant shall use the Demised Premises as the Lincoln Park Branch of the Chicago Public Library. Tenant shall not use the Demised Premises in a manner that would violate any Laws. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the Laws and requirements of all federal, state, and municipal governmental departments which may be applicable to the Demised Premises or to the use or manner of use of the Demised Premises.

5 Alterations and Additions. Tenant shall not make any alterations, improvements,

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installations or additions to the Land, Building, or the Demised Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, provided, however, that Tenant may without Landlord's consent, but subject to prior notification to Landlord, make alterations to the Demised Premises which are non-structural, which do not affect base building systems, which do not affect the Building's exterior, or which cost less than \$10,000.00; provided, however, that any changes in window treatments shall require the approval of Landlord which shall not be unreasonably withheld. Landlord may impose such conditions with respect to any of Tenant's alterations, improvements, alterations or additions as Landlord deems appropriate, including, without limitation, requiring Tenant to furnish Landlord with insurance against liabilities which may arise out of such work, plans and specifications plus licenses and permits necessary for such work, and following completion, "as-built" drawings showing the actual location of said alterations, improvements, installations and additions. The work necessary to make any such alterations, improvements, installations or additions to the Demised Premises shall be done by contractors or subcontractors selected and hired by Tenant but approved by Landlord in Landlord's reasonable judgment.

**SECTION 5. ASSIGNMENT, SUBLEASE, LIENS, MORTGAGES AND UNDERLYING LEASES; ESTOPPEL CERTIFICATES; RIGHTS RESERVED TO LANDLORD**

1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Demised Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold such consent. Landlord's withholding of consent to an assignment or sublet due to such assignee's or subtenant's intended use of the Demised Premises in a manner inconsistent with Landlord's nature as a Catholic institution, as determined solely by Landlord, shall not be considered unreasonable. In addition, it shall not be unreasonable for Landlord to withhold consent to an assignment or sublet due to such assignee's or subtenant's use of the Demised Premises for the following: (A) as a trade school, college or university, hospital, doctors' offices, or medical clinic of any kind or nature, (B) any chemical, mechanical, surgical or other experimentation or research involving animals, (C) any laboratory experimentation or research, (D) any research or experimentation of any kind, including clinical testing of new therapies, drugs or other treatments on human beings, or (E) any labor, labor employment, or unemployment office.

2 Tenant's Covenant against Liens. Tenant covenants and agrees not to suffer or permit any lien or mechanics or materialmen to be placed upon or against the Demised Premises and, in case of any such lien attaching, to immediately pay and remove same. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Land, Building or Demised Premises, and any and all liens and encumbrances created by Tenant shall attach only the Tenant's interest in the Demised Premises.

If (a) any such liens so attached and (b) the Tenant fails to pay and remove same within twenty (20) days after written notice, and (c) Tenant is not contesting such liens in good faith, then Landlord, at its election, may pay and satisfy the same and in such event the sums so paid by

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Landlord shall be deemed to be additional rent due and payable by Tenant within sixty (60) days of receiving written notice of Landlord's payment; provided however, that Landlord, at its election may pay and satisfy liens if such liens create a default of an underlying mortgage, ground lease or underlying lease and such amount will be due and payable by Tenant within sixty (60) days of receiving written notice of Landlord's payment

5.3 Mortgages and Underlying Leases This Lease is and shall be subject and subordinate to any mortgages or ground or underlying leases now or hereafter constituting a lien or charge on the Demised Premises or on such ground or underlying leases, unless any mortgagee requires this Lease to be superior to the lien created by the mortgage. Upon the request of such mortgagee or ground or underlying lessor, in return for and upon delivery to Landlord by any such mortgagee, purchaser or owner of an agreement in such mortgagee's, or owner's or ground or underlying lessor's customary form ("Non-Disturbance Agreement") agreeing that in the event of a foreclosure or termination of any such ground or underlying lease, this Lease shall not be terminated and Tenant may remain in possession of the Demised Premises pursuant to the terms of this Lease and retain all of the rights, options and privileges granted to it hereunder as long as Tenant continues to perform its obligations hereunder and further agreeing that the purchaser at a foreclosure or ground or underlying lessor or trustee, as the case may be, will assume all of the obligations of Landlord in such case as stated aforesaid, Tenant will agree to attorn to and recognize as Landlord, the purchaser at any foreclosure sale under any mortgage or any transferee in the case of a deed in lieu of foreclosure or any ground or underlying lessor or trustee, by executing such instruments as may be required by the mortgagee, trustee, transferee or ground or underlying lessor provided that the City is not prohibited from doing business with the entity, in which case the City may terminate the Lease. Tenant hereby agrees to execute any and all documents reasonably required by Landlord or the aforesaid mortgagees as further evidence of the subordination set forth in this paragraph. If any such mortgage shall be foreclosed or property encumbered thereby is transferred in lieu of foreclosure or if any ground or underlying lease is terminated, the liability of the mortgagee or trustee hereunder or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Landlord under this Lease shall exist only with respect to the period during which such trustee, mortgagee, purchaser or owner is the owner of the Building and such liability shall not exist with respect to the period after further transfer of ownership and in no event shall any such party have any liability whatsoever for the acts of the Landlord prior to any such transfer or any liability for any deposits made by Tenant hereunder unless such

deposits have been transferred to such party.

If any act or omission by Landlord would give Tenant the right to sue for damages from Landlord, Tenant will not sue for such damages until (i) it shall have given written notice of the act or omission to Landlord and to the holder(s) of the indebtedness or other obligations secured by the mortgage or deed of trust affecting the Demised Premises or of any ground or underlying lease, if the name and address of such holder(s) have been furnished to Tenant, and (ii) provided that such holder(s) of the indebtedness or other obligations secured by the mortgage or deed of trust affecting the Demised Premises or of any ground or underlying lease shall have the right to cure the Landlord's default to the same extent as the Landlord has the right to do so.

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4 Estoppel Certificate. Tenant agrees that from time to time upon not less than thirty (30) days prior request by Landlord, Tenant will deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect and identifying the modifications); (b) the dates to which the rent and other charges have been paid; (c) that Landlord is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that Tenant is in occupancy and paying rent on a current basis with no rental off-sets or claims; (e) that there has been no prepayment of Rent other than that provided for in the Lease; and (f) that there are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any state thereof.

5 Rights Reserved to Landlord. Landlord reserves the following rights, exercisable without notice and without liability to Landlord, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for set-off or abatement or rent or affecting any of Tenant's obligations under this Lease:

- a) To install and maintain signs on the exterior and interior of the Building.
- b) To prescribe the location and style of the suite number and identification sign or lettering for the premises occupied by the Tenant.
- c) To retain at all times, and to use as provided in this Lease, pass keys to the Demised Premises.
- d) Landlord shall not be liable in damage for any error with respect to admission to or eviction or exclusion from the Building or Demised Premises of any person. In case of fire, invasion, insurrection, mob, riot, civil disorder, public excitement or other commotion, or threat thereof, Landlord reserves the right to limit or prevent access to the Building during the continuance of the same, shut down elevator service, activate elevator emergency controls, or otherwise take such action or preventive measures deemed necessary by Landlord for the safety of the tenants or other occupants of the Building or the protection of the Building and the property of the Building. Tenant agrees to cooperate in any reasonable safety program developed by Landlord.

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



6.1 Landlord's Insurance. Landlord shall procure and maintain at all times, at Landlord's own expense, during the Term, the insurance coverages and requirements specified below, insuring all operations related to the Lease. The kind and amounts of insurance required are as follows:

(a) Worker's Compensation and Employer's Liability. Workers Compensation as prescribed by applicable law, covering all employees who are to provide a service under this Lease, and Employer's Liability Insurance with limits of not less than \$500,000 each accident, illness or disease.

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b) Commercial General Liability ("Primary and Umbrella). Commercial General Liability Insurance or equivalent, with limits of not less than \$2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago shall be named as an additional insured under the policy. Such . additional insured coverage shall be provided on an additional insured form reasonably acceptable to Tenant. The additional insured coverage shall not have any limiting endorsements or language under the policy such as Landlord's sole negligence or the Additional Insured's vicarious liability. Landlord's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to Tenant.

c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Lease, Landlord shall provide and maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured on a primary, non-contributory basis.

d) All Risk Property. All Risk Property Insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss of, damage to or destruction of Leased Property.

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

6.2 Other Terms of Landlord's Insurance. Landlord will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, 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. Landlord shall submit evidence of insurance prior to

execution of Lease. The receipt of any certificate does not constitute agreement by Tenant that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all 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 Tenant to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by Tenant, Landlord shall advise all insurers of the Lease provision regarding insurance. Non-conforming insurance shall not relieve Landlord of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute

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a violation of the Lease and the Tenant retains the right to terminate or suspend the Lease until proper evidence of insurance is provided.

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

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

The Landlord hereby grants to Tenant a waiver of any right of subrogation which any insurer of said Landlord may acquire against Tenant by virtue of the payment of any loss under the insurance. Landlord agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Tenant has received a waiver of subrogation endorsement from the insurer (s).

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

Landlord expressly understands and agrees that its insurance is primary and any insurance or self-insurance programs maintained by Tenant shall not contribute with insurance provided by Landlord.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Lease or any limitation placed on the indemnity in this Lease given as a matter of law.

If Landlord is a joint venture or limited liability company, the insurance policies shall name the joint venture or limited liability company as a named insured.

If Landlord maintains higher limits than the minimums shown above, Tenant requires and shall be entitled to coverage for the higher limits maintained by Landlord. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Tenant.

Notwithstanding any provision to the contrary, the City of Chicago, Department of Finance, Office of

Risk Management, maintains the rights to modify, delete, alter or change these requirements at any time during the Term of Lease, all subject to the reasonable approval of Landlord.

6.3 Tenant's Insurance. Tenant shall maintain during the term of this Lease insurance policies described in this paragraph, issued by insurance companies licensed to do business in the State of Illinois and with a minimum rating of A-, VIII from the AM Best Company. At the beginning of the Lease and upon signature of this Agreement, Tenant shall email certificates of

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insurance showing compliance with these insurance requirements to Landlord. A self-insurance program for the City of Chicago is acceptable for meeting the Tenant's insurance requirements of this lease.

Property Insurance. Tenant shall carry a Property Insurance policy in amounts sufficient to cover the full replacement costs of Tenant's business personal property, and any betterments/improvements to Tenant's leased space. Tenant's property insurance shall provide coverage for all causes of loss as available in commercial insurance policies in Chicago.

Commercial General Liability. Tenant shall carry commercial general liability (CGL) insurance with a limit of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate for bodily injury, property damage, personal injury and contractual liability. CGL insurance shall cover liability arising from bodily injury/property damage, personal/advertising injury, contractual liability, completed operations liability and product liability. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage. Landlord, its officers, directors, trustees, employees, and agents shall be included as an additional insured under the CGL.

Workers Compensation and Employers Liability Insurance. Tenant shall maintain workers compensation and employers liability insurance. The employers liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Waiver of Subrogation. Tenant waives all rights against Landlord its officers, directors, trustees, employees, and agents for recovery of damages to the extent these damages are covered by the insurance maintained pursuant to this section.

6.4 Mutual Indemnification. Landlord and Tenant shall indemnify and hold each other harmless against all liabilities, judgment costs, damages, and expenses which may accrue against, be charged to, or be recovered from either parly by reason of any negligent performance of or failure to perform any of their obligations under this Agreement.

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

7.1 Damage or Destruction. If the Demised Premises are damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy, or conduct its normal business therein, or if, in Tenant's

opinion, the Demised Premises are rendered untenable, Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If the Demised Premises or the Building are damaged or destroyed by fire or other casualty to such extent that, in Landlord's opinion, all or a substantial portion of the Demised Premises or the Building are rendered untenable, Landlord shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving Tenant written notice to such effect. If either party

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exercises its option under this Section, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

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

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 directed in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect, in the Demised Premises. No such official, employee, or member shall 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.

2 Duty to Comply with Governmental Ethics Ordinance. 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 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.

**SECTION 9. HOLDING OVER**

9.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month beginning on July 1, 2022 (or such sooner date upon which the Lease is terminated) and the rent shall be at 105% of the monthly Base Rent in effect for the month immediately preceding such holdover. During any holding over all other provisions of this Lease shall remain in full force and effect. Nothing contained herein shall be deemed to waive or release other rights and remedies available to Landlord at law and in equity, which rights and remedies are deemed cumulative.

**SECTION 10. DEFAULT.**

10.1. If Tenant defaults in the payment of Rent and such default continues for thirty (30) days following written notice from Landlord, or if Tenant defaults in the performance of any of Tenant's other obligations under this Lease and such default continues for ninety (90) days

following written notice from Landlord, or notwithstanding the foregoing, if Tenant defaults in the performance of an obligation under this Lease that results in a hazardous condition and such default is not cured by Tenant immediately upon written notice from Landlord, then Landlord shall have all remedies available under Illinois law.

All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law.

10.2. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease (regardless of Tenant's designation of such payments) first to the payment of all then

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due Rent, and thereafter to satisfy any other obligations of Tenant hereunder, in such order and amounts, as Landlord in its sole discretion may elect.

**SECTION 11. MISCELLANEOUS**

11.1 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 Landlord to Tenant 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 Tenant as follows:

City of Chicago  
Department of Fleet and Facility Management Office of Real  
Estate Management 30 North LaSalle Street, Room 300  
Chicago, Illinois 60602

and

City of Chicago  
Chicago Public Library Commissioner 400 South State  
Street Chicago, Illinois 60605

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Demised Premises. All notices, demands, and requests by Tenant to Landlord 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 Landlord as follows:

DePaul University  
One East Jackson Boulevard  
Chicago, Illinois 60604

Attention: Office of University Real Estate

With a copy to:

DePaul University  
One East Jackson Boulevard  
Chicago, Illinois 60604  
Attention: Office of the General Counsel

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant

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by Landlord, 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.

Tenant has provided Landlord with the following primary contact information (the "Primary Contact") that Landlord may use as the primary method of providing Tenant with announcements, information, or updates about the Demised Premises and/or leasing matters.

Andrea Telli  
Assistant Commissioner of Neighborhood Services Office  
Number: 312-747-4212 E-Mail: atelli@chipublic.org  
<mailto:atelli@chipublic.org>

and

Name: Mary Jo O'Toole  
Title: Branch Manager  
Office Number: 312-744-1926  
Mobile Number: 773-549-9371  
E-Mail Address: mdrungil@chipublic.org <mailto:mdrungil@chipublic.org>

Tenant acknowledges Landlord uses e-mail as the primary methods of communicating with Tenants, and Tenant has provided Landlord with Tenant's Primary Contact information, including a valid e-mail address, and Tenant will ensure any changes to that e-mail address are provided to Landlord. Such e-mail communications from Landlord to Tenant shall constitute valid notice in accordance with Section 11.1 of this Lease, except for default notices under the provisions of Section 10 of this Lease, for which written notice shall be provided in accordance with the first two paragraphs of Section 11.1 of this Lease.

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.

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

4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease 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.

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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.

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.

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

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.

9 Authorization to Execute Lease. The parties executing this Lease hereby represent and warrant that they are the 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 Termination of Lease. Tenant shall have the right to terminate this Lease for convenience without penalty at any time on or after January 1, 2016 by providing Landlord with no less than one hundred eighty (180) days prior written notice.

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, 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. Tenant agrees that Landlord shall not be liable in damages for failure to furnish or delay in furnishing any service, or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by the excusable delays described in this section. Such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of the Tenant's use and possession of the Demised Premises or the Building or relieve the Tenant from paying any amounts or performing any of its obligations under this Lease, provided, however, that in the event such failures, delays or diminutions, occasioned, in whole or in part, by the excusable delays described in this section, eliminate the Tenant's reasonable use and enjoyment of a portion of the Demised Premises for a period in excess of three (3) business days, Landlord shall grant Tenant an abatement of the Base Rent for the portion of the Demised Premises affected and for the period of time that the affected area cannot be used in excess of the aforesaid three (3) business days.

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11.12 **Condemnation.** If the whole or any substantial part of the Demised Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Demised Premises, the Term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating the Demised Premises as the result of said termination.

11.13 **No Brokers.** The Department of Fleet and Facility Management, Office of Real Estate Management, does not use brokers, tenant representatives, or other finders. Landlord has not used brokers, landlord representatives (other than Landlord's employees), or other finders with respect to this Lease. Tenant warrants to Landlord that no broker, landlord or tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this Lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Demised Premises or this Lease. Landlord warrants to Tenant that no broker, landlord or tenant representative (other than Landlord's employees), or other finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this Lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Demised Premises or this Lease. Under no circumstances shall Tenant make any payments due hereunder to any broker(s). Under no



circumstances shall Landlord make any payments due hereunder to any broker(s).

14 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Demised Premises and/or Landlord's administration of this Lease including, but not limited to, leasehold expansion. Provided, however, that such amendment(s) shall not serve to extend the Lease Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant. 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.

15 Prior Lease. Landlord and Tenant acknowledge and agree that the Tenant has leased and occupied the Premise under a Prior Lease. 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.

16 No Construction against Preparer. This Lease shall not be interpreted in favor of either Landlord or Tenant. Landlord and Tenant each acknowledge that both parties participated fully in the mutual drafting of this Lease.

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11.17 Waiver. No waiver of any provision of this Lease shall be implied by any failure of Landlord or Tenant, as applicable, to enforce any remedy on account of the violation of such provision, even if such violation is continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

### **SECTION 12. ADDITIONAL RESPONSIBILITIES OF LANDLORD**

1 Site Improvements. By no later than ninety (90) days after execution of this Lease, Landlord shall cause the site improvements set forth on Exhibit D attached hereto and made part hereof to be completed (the "Site Improvements"). Performance of the Site Improvements may be done during Tenant's normal business hours. Notwithstanding the foregoing, to facilitate timely completion of the Site Improvements, at the discretion of the Tenant, Tenant may temporarily close for business for up to five (5) days upon reasonable request of Landlord. In the event Landlord requests that Tenant close for business for such period of up to five (5) days but Tenant exercises its discretion not to do so, Landlord's failure to complete the Site Improvements no later than ninety (90) days from execution of the lease shall not be a default under the Lease. Tenant shall pay for the cost of the Site Improvements within sixty (60) days of invoice (and for which Landlord shall have no responsibility for the cost of such improvements). The list of agreed upon improvements and the cost is attached as Exhibit D.

2 Water Service. Landlord has provided and shall maintain, at Landlord's sole cost and expense, all plumbing necessary for water service for the Demised Premises

3 Plumbing. Landlord shall maintain plumbing in good operable condition.

4 Engineering Service. Landlord shall provide, at Landlord's expense, any and all engineering service for maintenance of the exterior and interior of the Demised Premises, including but not limited to all roof, structural, mechanical and electrical components. Throughout the Term and hold-over, Landlord shall replace all common area and exterior light bulbs as needed. Engineering service as used herein shall not be construed to mean cleaning, washing, sweeping of any kind, or moving of furniture but shall refer strictly to service for the maintenance of the physical plant and the building shell.

5 Air Conditioning. Landlord shall provide air-conditioning to the Demised Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Demised Premises. Landlord shall maintain the air-conditioning equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

6 Heat. Landlord shall provide heat to the Demised Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Demised Premises. Landlord shall maintain the heating equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

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12.7 Snow Removal. Landlord shall provide prompt removal of snow and ice and appropriate salting of sidewalk and parking lot which immediately abuts the Building.

12.10 Parking. Landlord shall provide Tenant and its visitors incidental, non-reserved, non-assigned and non-exclusive use of parking spaces on the Land.

11 Unauthorized Improvements. Any improvements to the Demised Premises effectuated by Landlord on Tenant's behalf shall only be performed upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management. Approval from any other City department(s), or anyone acting, or claiming to act, on Tenant's behalf shall be deemed invalid and of no force or effect. The Commissioner of the Chicago Public Library may, however, provide this authorization with respect to those items delineated in section 11.1 hereinabove.

12 Repairs for Emergencies. In the event of an emergency where further delay would lead to material loss or significant damage to the Demised Premises or the property occupied by other tenants of Landlord and where such emergency is caused by the negligence, vandalism, or misuse of the Demised Premises or equipment therein by Tenant's employees, invitees, agents, or contractors, Landlord may make

such emergency repairs subject to full reimbursement to Landlord by Tenant of costs associated with such emergency repairs excluding any overhead and/or profit.

13 Tenant Services Substitution. In the event that Landlord does not provide timely services as specifically required under this Lease and after written notice thereof to Landlord and opportunity to cure, Tenant may elect to provide such services at Tenant's cost. In such event Tenant shall deduct Tenant's costs of such services from the rent due hereunder.

12.14 . Economic Disclosure Statement Affidavit Updates. Landlord shall provide Tenant with any material updates to the information submitted in Landlord's Economic Disclosure Statement and Affidavit. Tenant may also request such updates from time to time. Tenant reserves the right to withhold rental payments under this Lease in the event Landlord fails to provide such updates.

### **SECTION 13. ADDITIONAL RESPONSIBILITIES OF TENANT**

13.1 Utilities. Tenant shall pay when due all charges for electricity, telephone, internet, cable or other communication service, used in or supplied to the Demised Premises, except for those charges which this Lease specifies that Landlord shall pay. All electricity used in the Demised Premises for power and lighting, including lighting fixtures and electrical outlets, are separately metered. Tenant shall pay for the use of the electrical service to the Demised Premises directly to the utility company supplying electricity to the Demised Premises based upon separate metering and billing. Tenant shall be billed directly by such utility company and Tenant agrees to pay each bill promptly in accordance with its terms. In the event that for any

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reason Tenant cannot be billed directly, Landlord shall forward to Tenant each bill received by it with respect to such electrical usage in the Demised Premises and Tenant shall pay it in accordance with its terms. If Tenant's uses of electricity for power and lighting in the Demised Premises cannot be separately metered for any reason, Tenant shall pay Landlord in monthly installments an amount, as estimated by Landlord from time to time and agreed to by the Tenant (which agreement shall not be unreasonably withheld), which the Tenant would pay for such electricity of the same were separately , metered to the Demised Premises by the local electric utility company and billed to the Tenant at such utility company's then current rates. Tenant shall bear the cost of replacing all lamps; tubes, ballasts and starters for ceiling lighting fixtures in the Demised Premises, which shall be replaced and/or installed either by Landlord or the Tenant. Plans to replace lamps, tubes, ballasts and starters for ceiling lighting fixtures shall be approved by Landlord and Tenant. Landlord and Tenant approval shall not be unreasonably withheld. If Tenant's requirements for electricity for incidental uses become extraordinary for use as a library, Landlord reserves the right to require Tenant at Tenant's sole cost and expense to install or cause to be installed the conduit, wiring and other equipment necessary to supply electricity for such excess use requirements by arrangement with Commonwealth Edison Company or another approved local utility.

2 Custodial Services. Tenant shall provide and pay for custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, and sweeping. Landlord shall not have any contract custodial services responsibilities relative to the Demised Premises.

3 Security. Tenant shall provide and pay for security. Tenant agrees to have a security guard present and on duty during all Hours of Operating for the Lincoln Park Library, current Hours of Operation are as follows, but are subject to change: Monday 10:00 am to 6:00 pm; Tuesday 12:00 pm to 8:00 pm; Wednesday 10:00 am to 6:00 pm; Thursday 12:00 pm to 8:00 pm; Friday 9:00 am to 5:00 pm; Saturday 9:00 am to 5:00 pm; and Sunday Closed. Landlord shall not have any contract security service responsibilities relative to the Demised Premises.

4 Landlord Signage. Tenant will allow Landlord to place within and/or upon the Demised Premises notices of rental signs, each not to exceed 2' x 2' in size, during the last six (6) months of the Term. In the event Tenant exercises its right to terminate the Lease pursuant to Section 11.10 hereof, Landlord may place such signs upon the Demised Premises at any time after Landlord's receipt of Tenant's notice of such termination.

5 Condition upon Termination, (a) Upon the termination or cancellation of this Lease, Tenant shall surrender the Demised Premises to the Landlord in good condition and repair, with normal wear and tear taken into consideration.

(b) Any interest of Tenant in any permanent alterations, improvements, installations or additions to the Demised Premises shall without compensation to Tenant become Landlord's property, except for trade fixtures at the termination of this Lease by lapse of time or otherwise and such alterations, improvements, installations and additions shall be relinquished to Landlord

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in good condition, the aforesaid ordinary wear and tear excepted. Prior to the termination of the Term or Tenant's right of possession, Tenant shall remove all of its furniture, fixtures and equipment. Tenant shall pay to Landlord upon request within ninety (90) days and with documentation that the expenses were incurred and paid for, the cost of repairing any material damage to the Demised Premises caused by any such removal. If Tenant shall fail or refuse to remove any such property from the Demised Premises, Tenant shall be conclusively presumed to have abandoned the same and title thereto shall pass to Landlord without any cost either by setoff, credit, allowance or otherwise, and Landlord may at its option accept the title to such property or at Tenant's expense may (i) remove the same or any part in any manner that Landlord shall choose, repairing any damage to the Demised Premises caused by such removal and (ii) store, destroy or otherwise dispose of the same without incurring any liability of Tenant or any other person.

6 Tenant's Signage. Tenant's current signage has been approved by the Landlord. In the event the Tenant changes the signage such signage is subject to Landlord's prior approval of the size, content, materials and design thereof (which approval shall not be unreasonably withheld), Tenant reserves the right to install an

appropriate sign on the front exterior of the Demised Premises provided that such signage complies with applicable Laws.

7 Illegal Activity. Tenant, or any of its employees, clients, invitees, agents, or contractors, shall not perform or permit any practice that is injurious to the Demised Premises or the Building or unreasonably disturbs other Tenants, is illegal, or increases the rate of insurance on the Premises.

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

9 Smoke Detectors. Tenant shall maintain the smoke detectors in the Demised Premises in accordance with applicable Laws.

10 Fire Extinguishers. Tenant shall provide and maintain any fire extinguishers on the Demised Premises at all times as required by any applicable codes.

11 Pest Control Service. Tenant shall provide and pay for pest control service for the Demised Premises when necessary as determined by Landlord in its reasonable discretion.

12 Repairs for Tenant Negligence. Vandalism, or Misuse. Subject to approval as set forth herein, Tenant shall assume all responsibility for any repairs to the Demised Premises necessitated by the negligence, vandalism, or misuse of the Demised Premises or equipment therein by Tenant's employees, clients, invitees, agents, or contractors. In such case, Landlord shall notify Tenant in writing of such damage. At Tenant's option, Tenant may perform such

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repairs with service providers suitable to Tenant (and subject to the reasonable approval of Landlord) and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform said repairs subject to full reimbursement to Landlord by Tenant of all costs associated with such repairs excluding any overhead and/or profit. Any repairs to the Demised Premises effectuated by Landlord under this section shall only be performed by Landlord upon written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management. Repair approval from any other department(s) shall be deemed invalid and of no force or effect. Repairs made without said written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management shall not be reimbursable to Landlord.

13 Rules and Regulations. Tenant shall observe and comply with any reasonable rules and regulations (the "Rules and Regulations") applicable to all tenants and occupants of Landlord's property and such other reasonable rules and regulations as Landlord shall make and adopt by Landlord from time to time. Landlord shall uniformly apply such rules and regulations and shall not discriminate against Tenant in the

enforcement of any such Rules and Regulations. Such Rules and Regulations shall not negatively impact Tenant's operations.

14 Plate Glass Maintenance. Tenant shall repair or replace any broken, damaged, or etched plate glass of the Demised Premises which is not caused by negligence of Landlord.

**SECTION 14. LANDLORD DISCLOSURES AND AFFIRMATIONS**

1 Business Relationships. Landlord acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the Tenant, or any person acting at the direction of such official, to contact, either orally or in writing, any other Tenant official or employee with respect to any matter involving any person with whom the elected Tenant official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Landlord hereby represents and warrants that no violation by Landlord of Section 2-145-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

2 Patriot Act Certification. Landlord represents and warrants that neither Landlord nor, to the best of Landlord's knowledge, any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of

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Commerce or their successors, or on any other list of persons or entities with which the Tenant may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to Landlord that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Landlord, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly' or indirectly and whether through share ownership, a trust, a contract or otherwise.

14.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Landlord's contractors (i.e.,

any person or entity in direct contractual privity with Landlord regarding the subject matter of this Lease) ("Contractors"), any person or • entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Landlord and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Lease by Landlord, (b) while this Lease or any Other Contract (as hereinafter defined) is executory, (c) during the Term of this Lease or any Other Contract, or (d) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Landlord represents and warrants that to the best of Landlord's knowledge from the later of (a) May 16, 2011, or (b) the date the Tenant approached Landlord, or the date Landlord approached the Tenant, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Landlord agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Landlord agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

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Notwithstanding anything to the contrary contained herein, Landlord agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Lease or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the Tenant, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the Tenant to all remedies (including, without limitation, termination for default) under this Lease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Landlord intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Lease, the Tenant may elect to decline to close the transaction contemplated by this Lease.

For purposes of this provision:

- a) "Bundle" means to collect contributions from more than one source, which contributions

are then delivered by one person to the Mayor or to his political fundraising committee.

b) "Other Contract" means any other agreement with the Tenant to which Landlord is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

d) Individuals are "domestic partners" if they satisfy the following criteria:

- i) they are each other's sole domestic partner, responsible for each other's common welfare; and
- ii) neither party is married; and
- iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- v) two of the following four conditions exist for the partners:
  - 1) The partners have been residing together for at least 12 months.
  - 2) The partners have common or joint ownership of a residence.
  - 3) The partners have at least two of the following arrangements:

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- A) joint ownership of a motor vehicle;
  - B) joint credit account;
  - C) a joint checking account;
  - D) a lease for a residence identifying both domestic partners as tenants.
- (4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Landlord warrants and represents that it, and to the best of its knowledge, its Contractors and its subcontractors regarding the subject matter of this Lease ("Subcontractors"), have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Landlord's, any general Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of



and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of the Department of Fleet and Facility Management. Such breach and default entitles the Tenant to all remedies under this Lease, at law or in equity. This section does not limit Landlord's, its general Contractors' and its Subcontractors' duty to comply with all applicable federal, state, county and municipal Laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Non-compliance with these terms and conditions may be used by the Tenant as grounds for the termination of this Lease, and may further affect the Landlord's eligibility for future contract awards.

5 Failure to Maintain Eligibility to do Business with Tenant. Failure by Landlord or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Lease and the transactions contemplated thereby. Landlord shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

6 Cooperation with Office of Inspector General and Legislative Inspector General. It is the duty of Landlord and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a Tenant contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code, and to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Landlord represents and warrants that it understands and will abide by all provisions of Chapter 2-55 and Chapter 2-56 of the Municipal Code and that

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Landlord will inform its Contractors and Subcontractors of this provision and include a provision requiring their compliance with such Chapters 2-55 and 2-56 in any written agreement between Landlord and its Contractors and Subcontractors.

### 14.7 2014 Hiring Plan Prohibitions.

1. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
2. Landlord is aware that City policy prohibits City employees from directing any individual to apply for a position with Landlord, either as an employee or as a subcontractor, and from directing Landlord to hire an individual as an employee or as a subcontractor. Accordingly, Landlord must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Landlord under this Agreement are

employees or subcontractors of Landlord, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Landlord.

3. Landlord will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

4. In the event of any communication to Landlord by a City employee or City official in violation of paragraph 2 above, or advocating a violation of paragraph 3 above, Landlord will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Agreement. Landlord will also cooperate with any inquiries by OIG Hiring Oversight.

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

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IN WITNESS WHEREOF, the parties have executed this Lease as of Commencement Date.

**LAND TRUSTEE:**

**CHICAGO TITLE LAND TRUST COMPANY,**  
successor trustee to LaSalle National Trust, N.A., not individually but solely as  
Trustee under Trust Agreement dated August 27, ] 992 and known as Trust No.  
117434

By: \_ Name: Title:

**DEPAUL:**

**DEPAUL UNIVERSITY,**  
An Illinois not-for-profit corporation

By: J  
Name:

Title:

**TENANT:**

**CITY OF CHICAGO,**  
an Illinois Municipal Corporation and Home Rule Unit of Government

**DEPARTMENT OF FLEET AND FACILITY MANAGEMENT**

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

**CHICAGO PUBLIC LIBRARY**

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

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**APPROVED: THE CHICAGO PUBLIC LIBRARY BOARD OF DIRECTORS**

By: \_\_\_\_\_ President

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

By: \_\_\_\_\_  
Deputy Corporation Counsel Real Estate Division

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**LEASE NO. 19042**

**EXHIBIT A Land Trust Parcel**

**LOTS 13,14 AND 15 AND THE WEST 6 FEET OF LOT 16 IN BLOCK 3 IN LINN AND SWAN'S SUBDIVISION OF THE WEST 1/2 OF OUT LOT 18 IN CANAL TRUSTEES SUBDIVISION OF THE EAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

Permanent Index No.: 14-29-425-023-0000

14-29-425-024-0000  
025-0000

14-29-425-

COMMON ADDRESS: 1150 WEST FULLERTON

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**LEASE NO. 19042**

**EXHIBIT B DePaul Parcel**

**THE EAST 44 FEET OF LOT 16 AND THE WEST 6 FEET OF LOT 17 IN BLOCK 3 IN LINN AND SWAN'S SUBDIVISION OF THE WEST  $\frac{1}{2}$  OF OUT LOT 18 IN CANAL TRUSTEES SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

Permanent Index No.: 14-29-425-026-0000

COMMON ADDRESS: 1142 WEST FULLERTON

**LEASE NO. 19042**

**EXHIBIT C Monthly Rent Payment**

**Schedule**

Lease Year	Annual	Monthly	Notes
1/1/15-6/30/15	\$283,155.50 (Annualized)	\$47,192.58,-25	4/1/15-6/30/15 Abated
7/1/15-6/30/16	\$579,284.00	\$48,273.67	
7/1/16-6/30/17	\$592,383.00	\$49,365.25	
7/1/17-6/30/18	\$605,795.00	\$50,482.92	
7/1/18-6/30/19	\$619,529.00	\$51,627.42	

7/1/19-6/30/20	\$633,592.00	\$51,799.33
7/1/20-6/30/21	\$647,992.00	\$53,999.33
7/1/21 -6/30/22	\$662,738.00	\$55,228.17

**LEASE NO. 19042**

**EXHIBIT D**

**Facility Improvements by Landlord**

Following is the agreed list of Site Improvements, the estimated total cost of which is \$118,749.99:

- a. Repaint the Demised Premises and the restrooms with quality paint. The paint color will be substantially similar to the current color;

- b. Replace the existing carpeting with new quality commercial grade carpeting. New Vinyl Carpet Tiles (VCT) in areas 110 and 116. The carpet color shall be a carpet color selected in writing by the Commissioner of the Chicago Public Library or his/her designee;
- c. Touch up all woodwork throughout the facility;
- e. Add lighting in Rooms 120, 130 and 131;
- f. Fix Ceiling in Room 117;
- g. The repair restroom fixtures and replace water cooler or change water cooler with bottle fill unit;
- h. Adjusts locksets in the two entryway display cases;
- j. Provide additional outlets at open space columns; and
- k. Provide two new exterior window panes at broken seals.

**1150 West Fullerton Chicago Public  
Library Lease No. 19042**

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