



Office of the City Clerk

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

Legislation Details (With Text)

File #: O2019-1535

Type: Ordinance

Status: Passed

File created: 3/13/2019

In control: City Council

Final action: 4/24/2020

Title: Lease agreement with Chicago Board of Education for use of former South Shore High School at 7601-7659 S Constance Ave for police and fire training facility

Sponsors: Emanuel, Rahm

Indexes: Lease

Attachments: 1. O2019-1535.pdf

Date	Ver.	Action By	Action	Result
4/24/2020	1	City Council	Passed	Pass
3/13/2020	1	Committee on Housing and Real Estate	Recommended to Pass	
4/9/2019	1	Committee on Housing and Real Estate	Held in Committee	
3/13/2019	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL

March 13, 2019

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 continue the term of a lease agreement with the Board of Education of the City of Chicago, as Landlord, beyond the initial one hundred eighty (180) days, for use of the former South Shore High School located at 7601-7659 South Constance Avenue by the Chicago Police Department and Chicago Fire Department; such Lease as has been approved as to form and legality by the Corporation Counsel in the following form:

This Agreement Will be Posted on the CPS Internet Website

LEASE NO. 12070

LEASE

THIS LEASE ("Lease") is made and entered into this October 22, 2018 (the "Commencement Date"), by and between THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate (herein referred to as "Landlord" or "Board") and, THE CITY OF CHICAGO, a municipal corporation hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord is the owner of the real estate located at 7601-7659 South Constance Avenue, Chicago, Cook County, Illinois, consisting of an approximately 159,548.5 square foot parcel improved with an approximately 150,000 square foot 3-story vacant building that was formerly utilized as the South Shore High School (PIN 20-25-313-001, the "Premises"); and

WHEREAS, Tenant seeks use of the Premises for use as training space by Tenant's Department of Police and Fire Department; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, the Premises, for use as training space.

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

SECTION 1. GRANT

Landlord hereby leases to Tenant the following described premises situated in the City of Chicago,

County of Cook, State of Illinois, to wit:

The approximately 159,548.5 square foot parcel located at 7601-7659 South Constance Avenue, Chicago, Illinois, PIN 20-25-313-001, improved with an approximately 150,000 square foot, 3-story building and a surface parking lot (the "Premises").

SECTION 2. TERM

The term of this Lease shall begin on the Commencement Date, and shall expire on September 30, 2028. Landlord acknowledges that Tenant must receive approval by the City Council of the City of Chicago ("City Council") for continuation of this Lease beyond the first 180 days, and Tenant may terminate this Lease without penalty by providing ten (10) days' advanced written notice to Landlord if such continuation is not approved by the City Council.

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SECTION 3. RENT, TAXES, AND UTILITIES

1 Rent. Tenant shall pay Landlord base rent for the use of the Premises pursuant to the terms set forth herein in the amount of:

One Dollar (\$1.00) per annum for the entire Term, the receipt and sufficiency of said sum being herewith acknowledged by the Tenant and Landlord.

2 Leasehold Taxes. To the extent that Tenant is not exempt from taxes or -fees, Tenant shall pay when due any and all leasehold real estate taxes or other taxes assessed or levied on the Premises assessed on or after the date of occupancy and in connection with this Lease or Tenant's use of the Premises. Tenant shall cooperate with Landlord in resolving any leasehold real estate or other tax issues that may arise. Tenant shall not be responsible for any leasehold taxes assessed against third parties or the Landlord's use or ownership of any other portions of Landlord's property not specifically included in the Premises, subject to the terms of this Lease.

3 Utilities and Other Services. Tenant shall pay when due any and all costs and expenses of any kind related to the Premises, including, but not limited to; charges for gas, electricity, water, sewer, light, heat, waste disposal, telephone, cable, alarm systems, all other communication systems, and all other utilities. Tenant shall assume full responsibility for any other utility services and telephone or other communication services used in, or supplied to, the Premises by or for Tenant. Notwithstanding the foregoing, Tenant shall assume no such responsibilities for any other portions of Landlord's property not specifically included in the Premises.

SECTION 4. ENJOYMENT OF THE PREMISES, ALTERATIONS AND ADDITIONS. TENANT IMPROVEMENTS

1 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, 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 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.

2 Tenant's Duty to Maintain Premises and Right of Access. Unless otherwise provided in this Lease, Tenant shall, at Tenant's sole expense, keep the Premises in a condition of thorough repair and good order, and hr compliance with all applicable provisions of the Municipal Code of Chicago. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that, except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises, or any portion thereof, and will schedule its entry so as to minimize any interference with Tenant's use of the Premises or Tenant's, workers or contractors. Notwithstanding the foregoing, the parties acknowledge and agree that no advance notice of entry is required in the event of an emergency.

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3 Use of the Premises. Tenant may only use the Premises as a training facility for the Tenant's Police and Fire Departments. Tenant shall not use the Premises in a manner that would violate any laws, ordinances, orders, rules, regulations, or requirements of all federal, state and municipal governmental departments. Tenant further covenants not to damage, disfigure, or injure the Premises or any building or improvement adjacent to the Premises. Tenant agrees that in utilizing the Premises that it shall not discriminate against any member of the public because of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income. If Tenant restores and uses the pool at the Premises, then Tenant agrees to comply with Landlord's Aquatic Activity Safety Policy, including any amendments during the Term. The policy is available at: <<https://policy.cps.edu/download.aspx?ID=16>>

4 Alterations and Additions. Tenant shall have the right to make such alterations, additions and improvements to the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable laws and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

5 Tenant Improvements.

- a) Tenant must, at Tenant's sole cost and expense, undertake certain construction related work ("Tenant Improvements"), as detailed on Exhibit A attached hereto, to make the Premises suitable for Tenant's use.
- b) Tenant will cause to be prepared such working drawings, plans and/or specifications as reasonably requested by Landlord (collectively, the "Plans") for the Tenant Improvements. Tenant shall submit the Plans to Landlord, and Tenant shall have obtained Landlord's written consent prior to commencement of any work on the Tenant Improvements.
- c) Prior to commencing work on the Tenant Improvements, Tenant shall apply for and obtain, at Tenant's cost, all necessary building permits from the City of Chicago, or other applicable governmental entity, for the Tenant Improvements. Tenant shall construct the Tenant Improvements in

a good and workmanlike manner with due care and diligence, and in accordance with all applicable laws (including environmental laws), regulations, and ordinances.

- d) The Landlord has entered into that certain Multi-Project Labor
- d) Agreement (a copy of which, including the Supplemental Agreement, is
- d) available on the Board's website at
- d) <<http://www.csc.cps.kl>2.il.us/purchasing/documents/MultiProiect Labor Agre>
- d) [ement.pdf](http://www.csc.cps.kl>2.il.us/purchasing/documents/MultiProiect Labor Agre) and is incorporated herein). Tenant acknowledges familiarity with
- d) the requirements of the Midti-Project Labor Agreement, including its
- d) applicability, if any, to the Tenant Improvements and its obligations
- d) hereunder, and diat any contractor or subcontractor hired to perform any such
- d) construction projects is a member in good standing of a union signatory to the

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Multi-Project Labor Agreement and will comply with the Multi-Project Labor Agreement.

SECTION 5. ASSIGNMENT AND LIENS

1 Assignment. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the prior written consent of Landlord in each instance. Landlord shall not unreasonably withhold its consent.

2 Tenant's Covenant Against Liens. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises.

SECTION 6. INSURANCE AND INDEMNIFICATION

1 Tenant's Self-Insurance. Tenant is self-insured and agrees to maintain such insurance in full force and effect on the leasehold during the entire Term. Tenant's self-insurance shall be subject to the approval of the Tenant's Risk Management Department. Tenant will provide Landlord with a letter executed by an authorized official evidencing that Tenant is self-insured. This letter shall be tendered to Landlord when this Lease is executed.

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

the extent such indemnification is prohibited by law.

3 Insurance Requirements for Tenant's Contractors. Tenant shall cause all consultants, contractors and subcontractors that are entering upon the Premises to provide Landlord with the following types and amounts of insurance with insurance companies authorized to do business in the State of Illinois:

a) Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work in connection with entry onto the Premises, and Employers Liability coverage with limits of not less than \$500,000 each accident, illness, or disease.

b) Commercial General Liability Insurance (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. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The Board of Education of the City of Chicago is to be named as an additional insured under the consultant's, contractor's, or subcontractor's (as applicable) policy. Such additional insured coverage shall be provided on ISO endorsement form CG 20 10 for ongoing

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operations or on a similar additional insured form acceptable to Landlord. The additional insured coverage must not have any limiting endorsements or language under the policy such as, but not limited to, the consultant's, contractor's and subcontractor's sole negligence or the additional insured's vicarious liability. The liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the Landlord.

c) Automobile Liability Insurance (Primary and Umbrella) with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Landlord shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis. When applicable, coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of hazardous materials.

d) Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform work in connection with this Lease, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$1,000,000, with coverage including contractual liability.

e) Contractors Pollution Liability. When any remediation work is performed which may cause a pollution exposure. Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the remediation work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on this Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago and the Board of Education of the City of Chicago are to be named as an additional insureds.

Tenant shall cause its contractors, consultants, and subcontractors to submit an insurance certificate evidencing

all coverage as required hereunder and indicating the additional insured status as required above. Any failure of Landlord to demand or receive proof of insurance coverage shall not constitute a waiver of Tenant's obligation to have its contractors, consultants, and subcontractors obtain the required insurance.

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

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

2 Duty to Comply with Governmental Ethics Ordinance. Tenant and Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics,"

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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 Tenant 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 Tenant.

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

4 Conflicts, Indebtedness. Ethics. This Lease shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office. The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated and made a part of this Lease. The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated and made a part of this Lease.

SECTION 8. DEFAULT

1 The failure of the Landlord to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Landlord under this Lease or any other agreement directly related to this Lease shall constitute an "Event of Default" by the Landlord hereunder. Upon the occurrence of an Event of Default, the Tenant may terminate this Lease and any other agreement directly related to this Lease. The Tenant may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the Landlord shall fail to perform a covenant which the Landlord is required to perform under this Lease, notwithstanding any other provision of this Lease to the contrary, an Event of Default shall not be deemed to have

occurred unless the Landlord has failed to cure such default within thirty (30) days of its receipt of a written notice from the Tenant specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Landlord shall not be deemed to have committed an Event of Default under this Lease if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

2 The failure of the Tenant to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Tenant under this Lease or any other agreement directly related to this Lease shall constitute an "Event of Default" by the Tenant

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hereunder. Upon the occurrence of an Event of Default, the Landlord may terminate this Lease and any other agreement directly related to this Lease. The Landlord may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure injunctive relief or the specific performance of the agreements contained herein.

In the event the Tenant shall fail to perform a covenant which the Tenant is required to perform under this Lease, notwithstanding any other provision of this Lease to the contrary, an Event of Default shall not be deemed to have occurred unless the Tenant has failed to cure such default within thirty (30) days of its receipt of a written notice from the Landlord specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the Tenant shall not be deemed to have committed an Event of Default under this Lease if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 9. MISCELLANEOUS

9.1 Notice. All notices, demands or requests which may be or are required to be given, demanded or requested by either party or to the other shall be in writing. All notices, demands and requests 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 - Suite 300 Chicago,
Illinois 60602

With a copy to:

City of Chicago
Department of Law
Real Estate & Land Use Division
121 North LaSalle - Room 600
Chicago, Illinois 60602

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

Board of Education of die City of Chicago
Department of Real Estate
42 West Madison St., Second Floor

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Chicago, Illinois 60602 ^ Attn: Director

With a copy to:

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

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

9.2 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.

9 3 Governing Law. This Lease shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Lease, each party agrees to submit to the jurisdiction oi' the courts of Cook County, the State of Illinois and the United States District Court for the Northern District 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.

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 Evffect of Lease. The covenants, agreements, and obligations contained in this 1 .ease, shall extend to, bind, and inure to the benefit of the parties and their representatives, heirs, successors, and assigns.

7 Time is ofthe 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 or by any third party as creating the

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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 Tenant and Landlord, respectively, and that by their execution of this Lease, it became the binding obligation of Tenant and Landlord, respectively, subject to no contingencies or conditions except as specifically provided herein.

10 Termination of Agreement. Tenant and Landlord shall have die right to terminate this Lease for any reason without penalty by providing each other with one hundred and eighty (180) days prior written notice. The Tenant's termination rights set forth in this Section 9.10 are in addition to the Tenant's termination rights set forth in Section 2.

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 such event the time period shall be extended for the amount of time the party is so delayed.

12 Amendments. From time to time, the parties hereto may amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of this Lease. Provided, however, that such amendment(s) shall not serve to extend the 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 Tenant and Landlord. 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.

13 No Other Rights. This Lease does not give Tenant or Landlord any other right with respect to the Premises.

14 No Personal Liability. No elected or appointed official or member or employee or agent of the Tenant or Landlord shall be individually or personally liable in connection with this Lease because of their execution or attempted execution or because of any breach hereof. This limitation on liability survives any termination or expiration of this Lease.

15 Further Assurance. The parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Lease.

16 No Implied Waivers. No waiver by either party of any breach of any provision of this Lease shall be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this

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Lease. No notice to, or demand on, either party in any case shall, of itself, entitle that party to any further notice or demand in similar or other circumstances.

17 Parties' Interest/No Third Party Beneficiaries. This Lease shall be binding upon the parties and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the parties, and their respective successors and permitted assigns (as provided herein). This Lease shall not run to the benefit of, or be enforceable by, any person or entity other than a party and its successors and permitted assigns. This Lease should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Lease, nor any act of the parties, shall be deemed or construed by any of the parties hereto or by third parties to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the parties.

18 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

19 Freedom of Information Act. Tenant and Landlord acknowledge that this Lease and all documents submitted to the Board or the City related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Lease is subject to reporting requirements under 105 ILCS 5/10-20.44. Tenant and Landlord further acknowledge that this Lease may be posted on the Board's and the City's internet websites.

20 No Warranties: Assumption of Risk; Safety Equipment And Precautions. Landlord makes no warranties or representations as to the condition of the Premises. The Premises are being delivered to Tenant "as is", and the Landlord shall have no obligation to make any changes or alterations or perform any investigation or remediation with regard to the environmental condition of the Premises. Tenant agrees use and access the Premises at its own risk. Tenant acknowledges that there are or may be one or more Hazardous Materials (as hereinafter defined) located in the Premises.

As used herein, "Hazardous Materials" means, without limitation, above or underground storage tanks, flammables, explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, methane, mercury-vapor lamps, lead-based paint, poly chlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, caustic cleaning substances or materials, pesticides and toxic or other hazardous substances or material, including without limitation, substances now or hereafter defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the following statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.); the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9671 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601, et seq. and regulations - 40 CFR Part 760); the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq. and); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Clean Water Act (33"

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U.S.C. §1251, etseq.); the Rivers and Harbors Act (33 U.S.C. § 401 et seq.); and any so-called "Superlicn Law"; and the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material.

Tenant acknowledges that the Landlord has no obligation to supply any safety equipment with regard to the completion of the Tenant Improvements and Tenant's use of the Premises. Tenant, at its sole expense, shall be solely responsible for the safety of the performance of the Tenant Improvements.

SECTION 10. ADDITIONAL TENANT RESPONSIBILITIES

1 Maintenance. Tenant shall provide, at Tenant's expense, engineering service for all maintenance and repair of the Premises, including mechanical, electrical components, and plumbing components. Engineering service as used herein shall refer strictly to service for the maintenance and repair of the physical plant that services the Premises. Notwithstanding the foregoing, Tenant shall assume no maintenance responsibilities for any other portions of Landlord's property not specifically included in the Premises.

2 Custodial Service. Tenant shall provide and pay for nightly custodial services to the Premises when necessary as determined by Tenant. Notwithstanding the foregoing, Tenant shall assume no custodial responsibilities for any other portions of Landlord's property not specifically included in the Premises.

3 Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises, is illegal, or increases the rate of insurance on the Premises.

4 Hazardous Materials. Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard and shall comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto and maintain the smoke detectors in the Premises in accordance with applicable law.

5 Alarm Service and Security. Tenant shall be responsible for security to the Premises during Tenant's normal hours of operation. In addition, Tenant shall pay for monthly alarm service and security if necessary at Tenant's sole discretion.

6 Extermination Services. Tenant shall provide and pay for exterminator service whenever necessary' at Tenant's reasonable discretion.

7 Heating. Tenant shall provide and pay for heating to the Premises whenever heating shall be necessary and/or required for the comfortable occupancy of the Premises by

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Tenant. Tenant shall maintain the heating plant and equipment that services the Premises portion only in good

operable condition.

8 Air-Conditioning. Tenant shall provide and pay for air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises by Tenant. Tenant shall maintain all the air-conditioning plant and equipment that services the Premises portion in good operable condition.

9 Condition on Surrender. Upon the termination or cancellation of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable or better condition than the condition of the Premises at the beginning of Tenant's use, with normal wear and tear taken into consideration.

10 Trade Fixtures. Upon the termination or cancellation of this Lease by lapse of time, Tenant may remove Tenant's personal property, trade fixtures, and equipment, provided that Tenant shall repair any injury or damage to the Premises which may result from such removal.

11 Snow Removal. Tenant shall provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the Premises.

12 Landscaping. Tenant shall provide and pay for any landscaping services that may be required to the physical grounds which immediately abut the Premises.

13 Garbage Pick-up and Scavenger Service. Tenant shall provide garbage removal service and scavenger service to the Premises.

SECTION 11. COUNTERPARTS AND FACSIMILES

11.1 Counterparts and Facsimiles. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

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

**CITY OF CHICAGO, an Illinois municipal corporation: BY: THE DEPARTMENT OF
FLEET AND FACILITY MANAGEMENT**

Approved as to Legal Form:

Deputy Corporation Counsel - Real Estate Division

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

Mary De Runtz, Deputy Chief of Capital Planning and Construction

COOR:

Approved as to Legal Form:

Joseph T. Moriarty, General Counsel

Attachments:

Exhibit A: Tenant Improvements

13

This Agreement Will be Posted on the CPS Internet Website ,

LEASE NO. LAQIO

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

CITY OF CHICAGO, an Illinois municipal corporation: BY: THE DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By:

Commissioner

Approved as to Legal Form:

Deputy Corporation Counsel - Real Estate Division

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

By: ■ P^4a

Exhibit A: Tenant Improvements

13

Mary i/e Runtz, DepuByyOiiief of Capital Planning and Construction

This Agreement Will be Posted on the CPS Internet Website

LEASE NO. 12070

EXHIBIT A

(Tenant Improvements)

The following list of proposed Tenant Improvements are subject to the Landlord review and approval provisions in Section 4.5 of the Lease. No work shall commence on the Tenant Improvements prior to Tenant receiving Landlord's written approval.

new partitions

Paint

HVAC

Sampling and abatement

adding power/data and network equipment and devices upgrading fire alarm, panels,
exit/emergency devices and systems door hardware striping parking lot

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**7601-7659 South Constance Avenue Lease No.
12070**

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