



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
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Legislation Details (With Text)

File #: O2015-6208
Type: Ordinance
File created: 7/29/2015
Status: Passed
In control: City Council
Final action: 9/24/2015
Title: Lease agreement with Board of Education of City of Chicago for use of two parcels at 620-624 West 35th St for parking lot
Sponsors: Emanuel, Rahm
Indexes: Lease
Attachments: 1. O2015-6208.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 Landlord, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease with The Board of Education of the City of Chicago, as tenant, for use of 2 parcels, located at 620-624 West 35th Street, to be used as a parking lot; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE NO. 20324

LEASE

THIS LEASE (the "Lease") is made and entered into this _____ day of _____, 2015 by and between, the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government (herein referred to as "City" or "Landlord"), and THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, corporation body politic and corporate (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord is the owner of the parking lot located at 620-624 West 35th Street, Chicago, Cook County, Illinois as legally described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, the Premises were formerly used as a parking lot for the Police Station District 9 located across the street at 3501 South Lowe and the parking lot is presently vacant and does not have a present municipal use; and

WHEREAS, the Tenant operates the administrative building known as the former TAMS Building ("Teachers' Academy of Math and Science"), recently renamed to the CPS Bridgeport Office located at 501 West 35th Street, Chicago, Cook County, Illinois; and

WHEREAS, the Tenant does not have sufficient parking at its location for all of its staff; and

WHEREAS, the Tenant wishes to access the Premises to park cars of employees and Board invitees between the hours of 7 a.m. to 7 p.m., Monday through Friday (the "Activity"); and

WHEREAS, the Tenant would be responsible for securing the lot, removal of snow, removal of weeds, and removal and disposal of any litter on and about the Premises; and

WHEREAS, the location and scope of the Activity shall be limited to the Premises as it is described herein; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, the Premises to be used as non-general parking only for Licensee's staff and Board invitees located at 501 West 35th Street, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. GRANT

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

Approximately 4,875 square feet of a paved lot located at 620-624 West 35th Street, Chicago, Illinois (the "Premises").

SECTION 2. TERM

The term of this Lease ("Term") shall commence on the date of Lease execution ("Commencement Date"),- and shall end on-December 31, 2016, unless sooner-terminated as set forth in. —
this Lease.

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SECTION 3. RENT. TAXES. AND UTILITIES

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

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

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

3 Taxes and Other Levies. Tenant shall pay when due any real estate or leasehold taxes, interest, or penalties assessed or levied on the Premises. Tenant shall contact the appropriate taxing body to ascertain the tax amount assessed on the subject Premises. Tenant shall provide Landlord with proof of payment in full within ten (10) days of such payment. Tenant's failure to pay any such taxes, interest, or penalties shall constitute a default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or taxes, interest, or penalties levied against the Premises. The failure of Tenant to pay such taxes, interest, or penalties during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

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

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

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

3 Use of the Premises. Tenant covenants that Tenant shall use the Premises strictly for non-general free parking for Tenant's employees and Board Invitee's located at 620-624 West 35th Street. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any

- -- building or-improvement-on the Premises, -or to fixtures and equipment-thereof: -The promotion and operation of a non-general parking lot shall not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. In addition, Tenant covenants that Tenant shall not use said Premises for any other political functions or for religious activities of any sort. The Activity contemplated under this Lease does not contemplate general public parking and is limited to providing parking for vehicles driven by Tenant's staff or Tenant's clients. Tenant

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shall not operate the Premises so as to cause the Premises to be deemed a "Competing Parking Facility" under the Chicago Metered Parking System Agreement dated December 4, 2008, by and between the City of Chicago and Chicago Parking Meters, LLC.

4.4 Alterations and Additions. Tenant may not make any alterations, additions and/or improvements to the Premises without the prior written consent of Landlord's Commissioner of the Department of Fleet and Facility Management.

SECTION 5. ASSIGNMENT, SUBLEASE. AND LIENS

1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof.

2 Tenant's Covenant against Encumbering Title. Tenant shall not do any act which shall in any way encumber the fee simple estate of the Landlord in and to the Premises, nor shall the interest or estate of the Landlord in the Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant any claim to, or lien upon, the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject to and subordinate to the paramount title and rights of Landlord in and to the Premises.

3 Tenant's Covenant against Liens. Tenant shall not permit the Premises to become subject to any mechanic's, laborer's, or materialmen's liens on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, Landlord, at its election, may, but is not obligated to, pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set at 12% per annum.

SECTION 6. INSURANCE AND INDEMNIFICATION

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

The kinds and amounts of insurance required are as follows:

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

accident or illness.

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability-- Coverage-extensions-shall include-the following: All premisesand-operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non contributory basis for any liability arising directly or indirectly from the Lease.

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c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000.000 per occurrence, for bodily injury and property damage.

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

6.2 Other Terms of Insurance. The Tenant will furnish the City of Chicago, Department of 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 of this Lease. The Tenant shall submit evidence of insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the City to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the City. The Tenant shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Tenant of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and. the City retains the right to terminate the Lease until proper evidence of insurance is provided.

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

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

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

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

The Tenant expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Tenant under this Lease.

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

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

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

the Premises; and (v) the use of the Premises as a parking lot under the Metered Parking Concessions Agreement entered into between Landlord and Chicago Parking Meters, L.L.C.

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SECTION 7. DAMAGE OR DESTRUCTION

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

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

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 defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

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

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

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

SECTION 9. HOLDING OVER

9.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning January 1, 2017 and the rent shall be at the same rate as set forth in Section 3.1 of this Lease. During such holding over all provisions of this Lease shall remain in full force and effect.

SECTION 10. MISCELLANEOUS

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

LEASE NO. 20324

City of Chicago
Department of Fleet and Facility Management
Bureau of Asset Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602
Attn: Assistant Commissioner
Department, of Fleet & Facility Management

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

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

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

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

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.

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 and 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.

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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 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. Landlord and Tenant shall have the right to terminate this Lease for any reason without penalty by providing each other with 30 days prior written notice at any time after the Commencement Date.

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.

12 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 Premises and/or Landlord's administration of this Lease. 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.

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

14 No Conflict with Metered Parking Concessions Agreement. No provisions of this Lease shall conflict with the Metered Parking Concessions Agreement entered into between Landlord and Chicago Parking Meters, L.L.C.

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

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

SECTION 11. ADDITIONAL RESPONSIBILITIES OF TENANT

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

2 Debris and Weed Removal. Tenant agrees to clear debris and to removal weeds from the site, so as not to let debris sit or accumulate on the property or to allow weeds to grow on the Premises or around the sidewalks adjacent parking lot. Tenant acknowledges that Landlord shall not

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have any responsibilities relative to debris removal or weed removal on the Premises and/or the sidewalks that immediately abut the Premises.

3 No Tailgating. Tenant shall not permit tailgating on the Premises, or any other activity other than non-general parking by employees or Board invitees at 620-624 West 35th Street.

4 No Reckless Driving. Tenant shall not permit reckless driving on the Premises.

5 No Alcohol or Illegal Drugs. Without exception, Tenant shall not permit the consumption of alcoholic beverages of any kind on the Premises. Tenant shall not permit the use of any illegal drugs of any nature on the Premises.

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

7 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.

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

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

10 No Fees. Tenant shall not charge a fee to any staff, or other invitee for use of, or access to, the Premises.

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

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

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

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

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

16 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's staff, Tenant's agents, or Tenant's invitees, or any third parties entering the Premises.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

LEASE NO. 20324

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

LANDLORD:

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

BY: DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By:

Commissioner

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

By:

Deputy Corporation Counsel Real Estate Division

TENANT:

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

By:

Name: Liza Balistreri
Title: Director of Real Estate

COO Report No.: 15-0108-COO1 Approved as to Legal
Form:

James L. Bebley, General Counsel

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

LOTS 22, 23, AND 24 IN BLOCK 1 OF T. J. FOSTER'S SUBDIVISION OF BLOCK 10 IN CANAL TRUSTEE'S SUBDIVISION, EXCEPT THE NORTH 792 FEET THEREOF OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 620-624 West 35th Street, Chicago, IL

17-33-121-088-0000 and 17-33-121-089-0000

**620-624 West 35th Street Lease No.
20324**

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