



Office of the City Clerk

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

Legislation Text

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL

MAYOR

March 13, 2013

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 County of Cook, as Tenant, governing the use of a building located at 937 North Wood Street; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE NO. 20263

LEASE

THIS LEASE ("Lease") is made and entered into this day of , 2013 ("Commencement Date) by and between, **THE CITY OF CHICAGO, a Municipal Corporation and Home Rule Unit of Government (herein referred to as "Landlord" or "City"), and THE COUNTY OF COOK, a Body Politic and Corporate of the State, of Illinois (hereinafter referred to as "Tenant").**

RECITALS

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, the building located at 937 North Wood Street together with the adjoining parking lot both as legally described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the 937 North Wood Street property was previously used as Landlord's 13th District Police Station before these operations were consolidated into a new facility located at 1412 South Blue Island Avenue; and

WHEREAS, Landlord does not have a further municipal use for the 937 North Wood Street property; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220 et. seq.) authorizes municipalities and other branches of government to collaborate jointly in the effective delivery of public services.

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:

All of the building located at 937 North Wood Street and comprised of approximately 19,436 square feet of building space together with the adjoining parking lot comprised of approximately 34,000 square feet (PIN 17-06-425-011 - the "Premises").

SECTION 2. TERM

The term of this Lease ("Term") shall commence on the Commencement Date and shall terminate on December 31, 2023 unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES. AND UTILITIES

3.1 Rent. Tenant shall pay to Landlord rent for the Premises in the amount of:

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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, sewer, power, 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 or other services provided to the Premises.

3 Taxes. Tenant acknowledges that Premises are exempt from leasehold, real estate, and other property taxes. Tenant shall pay when due any leasehold taxes, real estate taxes, penalties, and interest assessed or levied on the subject Premises as a result of Tenant's occupancy of the Premises. Tenant shall notify the appropriate taxing body that Tenant is occupying the Premises. The appropriate taxing body shall determine the appropriate taxes, if any, that are to be assessed on the Premises as a result of Tenant's occupancy. Tenant shall thereafter contact the appropriate taxing body to ascertain the tax amount, if any, assessed on the subject Premises. Tenant shall pay such amounts and Tenant shall provide Landlord with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold taxes, real estate taxes, penalties and interest assessed or levied on the subject Premises on account of Tenant's use of the Premises for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes, penalties, and interest shall constitute a default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The failure of Tenant to pay such taxes 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.

4 Accord and Satisfaction. No payment by Tenant or receipt of such by Landlord of a lesser amount than any installment or payment of any amounts due hereunder shall be deemed to be other than on account of the amount due, and no endorsement of statement or any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice as to Landlord's right to recover the balance of such installment or payment or to pursue any other remedies available to Landlord.

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 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. Tenant shall, at Tenant's expense, keep the Premises in a condition of thorough repair and good order and in compliance

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with all applicable provisions of the Municipal Code of Chicago. Subject to Section 11.1 hereunder, Tenant acknowledges that Landlord has no repair or maintenance responsibilities with respect to the Premises.

3 Use of the Premises. 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, to 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, and not to cause disfigurement or injury to any building or improvement on the Premises, or to fixtures and equipment thereof. Any activities on the Premises must be limited to the operation of a warrants office by Tenant's Cook County Sheriff and related law enforcement activities.

4 Alterations and Additions. Tenant may make alterations, additions, and improvements to the Premises, provided that any such alterations, additions, and improvements shall be in full compliance with all applicable laws, permit requirements, and codes. In addition, Tenant will comply with all insurance requirements under this Lease including, but not limited to, Section 6.2 (f). Tenant must obtain the prior written consent of the Commissioner of the Department of Fleet and Facility Management before commencing any alterations, additions, and or improvements. Any alterations, additions, and improvements shall be without cost to Landlord. All permanent improvements shall become Landlord's property at the termination of this Lease. Notwithstanding the above and Section 10.10 herein, the Parties agree that if the Tenant incurs material expense in excess of fifty-thousand and 00/100 Dollars (\$50,000.00) to make improvements to the Premises, or to remove or abate hazardous substances, including asbestos, then Landlord agrees to waive its right to terminate this Lease for a period of five (5) years from the date of completion of such improvements.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

1 Assignment and Sublease. Tenant may not sublease the Premises in whole or in part without Landlord's prior written consent. Tenant agrees that any subleases shall require that all sub-lessees indemnify and hold harmless Landlord with respect to all liabilities and that the Landlord shall be listed as an additional insured on their certificates of insurance.

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 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. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall

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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

1 Self-Insurance. Tenant shall secure insurance coverages for each of the insurance requirements as incorporated herein under this Section 6 or Tenant may self-insure for the same types and amounts.

2 Insurance. Tenant shall procure and maintain at all times, at Tenant's own expense, during the Term of this Lease and during any holding over, the insurance coverages and requirements specified below, insuring all operations related to the Lease. The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance and Occupational Disease Insurance, as prescribed by applicable law, covering all Landlord's employees and Employer's Liability coverage with limits of not less than \$500,000 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 premises and 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.

c) Professional/ Liability. When any professional consultants perform services in the Premises or in connection with Tenant's use of the Premises, Liability Insurance covering acts, errors or omissions related to such activities must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years. Tenant shall provide Landlord with copies of the professional licenses and/or certificates for each of the

professional consultants performing services in the Premises or in connection with Tenant's use of the Premises.

d) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed,

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Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

e) All Risk Property Insurance. All risk property insurance coverage shall be maintained by Tenant for full replacement value to protect against loss, damage to or destruction of property. The policy shall list the City of Chicago as an additional insured and loss payee. 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 Tenant. Notwithstanding the above, the Parties agree that if the Premises are substantially damaged or destroyed then Tenant's liability hereunder is limited to the cost of demolition of the Premises rather than the replacement cost of the Premises.

f) All Risk Builders Risk Insurance. When Tenant undertakes any construction, including improvements, betterments, and/or repairs, Tenant shall provide All Risk Builders Risk Insurance, at replacement cost, for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage shall include but not limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage. The City of Chicago shall be named as an additional insured and loss payee.

6.3 Other Terms of Insurance. Tenant will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, Suite 300, 30 North LaSalle Street, 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. Tenant shall submit evidence on insurance prior to Lease award. The receipt of any certificates does not constitute agreement by Landlord 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 Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by Landlord. 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 Landlord 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 Landlord 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.

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

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

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 Tenant under the 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 modify, delete, alter or change these requirements by written notice to Tenant, provided that such modifications are commercially reasonable. Tenant shall be given at least ten (10) business days to comply with any reasonable modifications.

6.4 Tenant's Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from Landlord or Tenant by reason of Tenant's performance of or failure to perform any of Tenant's obligations under this Lease, or Tenant's negligent acts or failure to act, or resulting from the acts or failure to act of Tenant's contractors, respective officers, directors, agents, or employees. This section shall survive the expiration of this Lease and the expiration of any obligations owing to any party under this Lease.

SECTION 7. DAMAGE OR DESTRUCTION

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

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

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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 only beginning on January 1, 2024 and the rent shall be the same as listed in Section 3.1 of this Lease. During such holding over all other provisions of this Lease shall remain in full force and effect.

SECTION 10. MISCELLANEOUS

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:

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

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:

County of Cook
Bureau of Economic Development Real Estate
Management Division 69 West Washington Street,
Room 3000 Chicago, Illinois 60602 Attention: Director

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,

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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, 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 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 by providing each other with one-hundred eighty (180) days prior written notice 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 Condemnation. If the whole or any substantial part of the 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

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the 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.

13 Counterparts. This Lease may be executed in counterparts, each of which shall constitute and be deemed as one and the same document.

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 Premises and/or Landlord's administration of the 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.

SECTION 11. RESPONSIBILITIES OF TENANT

1 Maintenance. Tenant shall provide, at Tenant's expense, engineering service for all maintenance and repair of the Premises, including all structural, mechanical, electrical components, roof, and plumbing components. The parties acknowledge that the Tenant shall secure contracted engineering for the Premises, but that the Tenant shall be unable to provide such services on or before the Commencement Date. The Landlord shall, therefore, continue to provide engineering service to the Premises until such time as the Tenant can secure such services. Landlord's engineering services shall expire on or before June 30, 2013, but shall be subject to any extensions as mutually agreed to in writing by Landlord and Tenant. The Tenant shall reimburse the Landlord for the Landlord's maintenance costs for the Premises including labor and materials.

2 Custodial Service. Tenant shall provide custodial services for the Premises. Tenant shall keep the Premises clean and free of debris.

3 Tenant Inspection. Tenant has inspected the Premises. Tenant accepts the Premises in "as-is" condition.

4 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.

5 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. Tenant shall not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto.

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6 Alarm Service and Security. Tenant shall pay for monthly alarm service and security if necessary at Tenant's discretion. Tenant is responsible for securing the Premises during the Term and during any holding over period. Tenant's security obligations do not cease until this Lease is terminated, Tenant completely vacates the Premises, Tenant provides Landlord with written notice that Tenant has vacated the Premises, and Tenant receives written notification from Landlord that Landlord has assumed security responsibilities.

7 Fire Extinguishers, Smoke Detectors, and Carbon Monoxide Detectors. Tenant shall provide and maintain required fire extinguishers, smoke detectors, and carbon monoxide detectors on the Premises in accordance with applicable laws.

8 Snow Removal. Tenant shall provide and pay for prompt removal of snow and ice from the adjoining sidewalks and parking lot which immediately abut the Premises. Tenant acknowledges that Landlord shall have no responsibilities relative to snow and ice removal.

9 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. Tenant shall maintain all the heating plant and equipment in good operable condition.

10 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, third parties, contractors, or sub-contractors.

11 Licensing and 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 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. This Lease shall in not act as a substitute for any other permitting or approvals that may be required to undertake any activities on the Premises.

12 No Alcohol. Tenant agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises.

13 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, Tenant's invitees, and any other person or persons

entering the Premises.

14 Non-Discrimination. Tenant agrees that Tenant shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, immigration status, 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. Tenant shall not use the Premises for any religious activities.

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

16 Trade Fixtures. Upon termination or cancellation of this Lease, Tenant may remove Tenant's personal property, trade fixtures, and equipment. Tenant shall repair any injury or damage to the Premises which may result from such removal. If Tenant does not remove Tenant's furniture, machinery, trade fixtures and all other items of personal property of any kind from the Premises, Landlord may, at its option, remove the same and deliver them to any other place of business of Tenant or warehouse the same. Tenant shall pay Landlord the cost of such removal, including the repair of the Premises for such removal, delivery and warehousing. In the alternative, Landlord may treat such property as being conveyed to Landlord with this Lease acting as a bill of sale without further payment or credit by Landlord to Tenant.

17 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 document are reserved exclusively to Landlord. Execution of this Lease does not obligate Landlord in any manner and Landlord shall not undertake any additional duties or services.

11.18 Signage. Tenant may place exterior signage on the Premises, provided, however, that such signage and placement comply with all applicable laws and are approved in writing by the Commissioner of the Department of Fleet and Facility Management.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

LANDLORD:

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

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____ : **Commissioner**

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

By:
Deputy Corporation Counsel Real Estate
Division

TENANT:

COUNTY OF COOK, a Body Politic and Corporate of the State of Illinois

By:
President, Cook County Board of Commissioners

County Clerk

County Comptroller

SHERIFF OF COOK COUNTY

Thomas J. Dart

By:

Thomas J. Dart

APPROVED AS TO FORM:

Assistant States Attorney

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(Subject to Title Commitment)

LOTS 1 THROUGH 10 IN THE RESUBDIVISION OF BLOCK 13 IN JOHNSTON'S SUBDIVISION OF THE EAST 'A OF THE SOUTHEAST % OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PIN: 17-06-425-011

937 North Wood Street

**937 North Wood Street The County of
Cook Lease No. 20288**

This Ordinance shall be effective from and after the date of its