



Office of the City Clerk

City Hall
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Chicago, IL 60602
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Legislation Text

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 13, 2016

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 an ordinance authorizing the execution of a lease renewal agreement with the Board of Education.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE BE IT ORDAINED BY THE CITY

COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: On behalf of the City of Chicago, as Tenant, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Lease Renewal with The Board of Education of the City of

Chicago, as Landlord, for use of approximately 4,000 square feet of building space located at 13281 South Corliss Avenue by the Chicago Public Library as the Altgeld Branch Library; such Lease Renewal to be approved by the Commissioner of the Chicago Public Library, the President of the Chicago Public Library Board of Directors, and approved as to form and legality by the Corporation Counsel in substantially the following form:

This Agreement Will be Posted on the CPS Internet Website

LEASE NO. 19049

LEASE RENEWAL

THIS LEASE RENEWAL ("Lease Renewal") is made and entered into this 15th day of November 2015, 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 13200-13381 S. Corliss Avenue, Chicago, Cook County, Illinois, which is improved with four buildings, three of which are connected with a breezeway (the "Breezeway Buildings"); and

WHEREAS, Landlord occupies the northernmost and southernmost Breezeway Buildings as depicted on Exhibit A attached hereto; and

WHEREAS, the middle Breezeway Building (the "Premises") was renovated into a new Chicago Public Library facility pursuant to the terms of that certain Intergovernmental Agreement dated November 15, 2010 by and among Landlord, Tenant, and the Chicago Housing Authority; and

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated November 15, 2010 for a period commencing November 15, 2010 and terminating on November 14, 2015 (the "Original Lease") in which the Landlord agreed to lease the Premises to Tenant; and

WHEREAS, Tenant has been operating the Chicago Public Library Altgeld Branch at the Premises pursuant to the Original Lease; and

WHEREAS, Landlord and Tenant wish to renew the Original Lease so that Tenant can continue operation of the Chicago Public Library Altgeld Branch at the Premises.

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 4,000 square foot middle Breezeway Building, located at 13281 S. Corliss Avenue, Chicago, Cook County, Illinois, part of PIN 25-35-100-019 (the "Premises") as depicted on Exhibit A and identified as the Altgeld Library.

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LEASE NO. 19049 SECTION 2.

TERM

The term of this Lease Renewal ("Term") shall begin on November 15, 2015 and shall end on June 30, 2021, unless sooner terminated as set forth in this Lease Renewal. Upon expiration or termination of the Term, for any reason, all improvements made to the Premises pursuant to the Original Lease or this Lease Renewal shall become the sole property of the Landlord, and Tenant shall cease to have any ownership or leasehold rights under the Original Lease or this Lease Renewal.

SECTION 3. RENT, TAXES, AND UTILITIES

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

One Dollar (\$1.00) 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 Agreement 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 Renewal.

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, SURRENDER

4.1 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon observing and keeping the covenants, agreements and conditions of this Lease Renewal 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 Renewal) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

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2 Tenant's Duty to Maintain Premises and Right of Access. Unless otherwise provided in this Lease Renewal, Tenant shall, at Tenant's sole 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. 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.

3 Use of the Premises. 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.

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 Law and provided that Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

SECTION 5. ASSIGNMENT AND LIENS

1 Assignment. Tenant shall not assign this Lease Renewal 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 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

6.1 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 Renewal is executed.

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6.2 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 Renewal.

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

7.1 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 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/her position to influence any Tenant governmental decision or action with respect to this Lease Renewal.

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," 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 General. Tenant, Landlord, and CHA 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.

4 Conflicts. Indebtedness, Ethics. This Lease Renewal 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 Renewal. 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 Renewal.

SECTION 8. DEFAULT

8.1 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 Renewal or any other agreement directly related to this Lease Renewal shall constitute an "Event of Default" by the Landlord hereunder. Upon the occurrence of an Event of Default, the Tenant may terminate this Lease Renewal and any other agreement directly related to this Agreement. The Tenant Renewal may, in any court of competent jurisdiction by any action or proceeding at law or in

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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 Renewal, notwithstanding any other provision of this Lease Renewal 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 Renewal 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.

8.2 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 Renewal or any other agreement directly related to This Lease Renewal shall constitute an "Event pf_Pe_fault" by the Tenant hereunder. Upon the occurrence of an Event of Default, the Landlord may terminate this Lease Renewal and any other agreement directly related to this Lease Renewal. 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 Renewal, notwithstanding any other provision of this Lease Renewal 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 Renewal 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 by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Chicago Public Library Attn: Commissioner's
Office 401 South State Street, 10th Floor Chicago,
Illinois 60605

With a copy to:

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

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

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

2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease Renewal shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease Renewal shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease Renewal shall be valid and in force to the fullest extent permitted by law.

3 Governing Law. This Lease Renewal 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 Renewal, each party agrees to submit to the jurisdiction of 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 Renewal. This Lease Renewal contains the entire agreement

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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 Renewal 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 Renewal nor in any way affect this Lease Renewal.

6 Binding Effect of Lease. The covenants, agreements, and obligations contained in this Lease Renewal, shall extend to, bind, and insure to the benefit of the parties and their representatives, heirs, successors, and assigns.

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

9.8 . No Principal/Agent or Partnership Relationship. Nothing contained in this Lease Renewal shall be deemed or construed by the parties hereto or 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 Renewal 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 Renewal, 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 the right to terminate this Lease

Renewal for any reason without penalty by providing each other with one one-hundred twenty (120) days prior written notice.

11 Force Majeure. When a period of time is provided in this Lease Renewal 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 Renewal with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of this Lease Renewal. 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 Renewal and all other provisions of this Lease Renewal shall otherwise remain in full force and effect.

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13 No Other Rights. This Lease Renewal 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 Renewal 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 Renewal.

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 Renewal.

16 No Implied Waivers. No waiver by either party of any breach of any provision of this Lease Renewal 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 Lease Renewal. 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 Renewal 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 Renewal

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 Renewal should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Lease Renewal, 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 Original Lease. Landlord and Tenant acknowledge and agree that the Tenant has leased and occupied the Premises under the Original Lease, dated November 15, 2010. Landlord and Tenant each acknowledge and agree that that the other party has performed all obligations under the Original Lease and that neither party has any claims against the other with respect to the Original Lease. Unless expressly provided herein, if there is a conflict between the terms and conditions of the Original Lease and the terms and conditions of this Lease Renewal, the terms and conditions of this Lease Renewal shall prevail.

9.20 Freedom of Information Act. Tenant acknowledges that this Lease Renewal and all documents submitted to the Board 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 Renewal is subject to reporting

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requirements under 105 ILCS 5/10-20.44. Tenant further acknowledges that this Lease Renewal shall be posted on the Board's Internet website.

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. Notwithstanding the foregoing, Tenant shall assume no alarm and security responsibilities for any other portions of Landlord's property not specifically included in the Premises.

6 Extermination Services. Tenant shall provide and pay for exterminator service whenever necessary at Tenant's reasonable discretion. Notwithstanding the foregoing, Tenant shall assume no extermination responsibilities for any other portions of Landlord's property not specifically included in the Premises.

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 Tenant. Tenant shall maintain the heating plant and equipment that services the Premises portion only in good operable condition. Notwithstanding the foregoing, Tenant shall assume no heating responsibilities for any other portions of Landlord's property not specifically included in the Premises.

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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: Notwithstanding the foregoing, Tenant shall assume no air-conditioning responsibilities for other portions of Landlord's property not specifically included in the Premises.

9 Condition on Surrender. Upon the termination or cancellation of this Lease Renewal, 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 Renewal by

10 lapse of time, Tenant may remove Tenant's personal property, trade fixtures, and equipment,

10 provided that Tenant shall repair any injury or damage to the Premises which may result from
10 such removal. . . . , _ .

SECTION 11. ADDITIONAL LANDLORD RESPONSIBILITIES

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

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

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

SECTION 12. COUNTERPARTS AND FACSIMILES

12.1 Counterparts and Facsimiles. This Lease Renewal 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 Renewal 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: THE CHICAGO PUBLIC LIBRARY

By:
Commissioner

APPROVED: THE CHICAGO PUBLIC LIBRARY BOARD OF DIRECTORS

By:
President

Approved as to Legal Form: Deputy Corporation Counsel - Real

Estate Division

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

By:
**Liza Balistreri, Director of Real Estate COOR: 15-
1006-COO18**

Approved as to Legal Form: Ronald L. Marmer, General

Counsel Attachment: Exhibit A

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EXHIBIT A

**13281 S. Corliss Ave. Chicago Public
Library Lease No. 19049**

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