



Office of the City Clerk

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

Legislation Text

File #: O2017-8822, **Version:** 1

RAHM EMANUEL

OFFICE OF THE MAYOR

CITY OF CHICAGO

MAYOR

December 13, 2017

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 renewal with The County of Cook, as Tenant, for use of approximately 800 square feet of space within a City-owned building located at 5333 North Western Avenue, for use as office space by the Cook County State's Attorney; such Lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE NO. 20209

LEASE

THIS LEASE (the "Lease") is made and entered into this _____ day of _____, 2018, by and between, THE CITY OF CHICAGO, a Municipal Corporation and Home Rule Unit of Government (hereinafter referred to as "Landlord"), and THE COUNTY OF COOK, a Body Politic and Corporate of the State of Illinois (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord owns the facility located at 5333 North Western Avenue (the "Building"); and

WHEREAS, the Building is comprised of approximately 4,500 square feet and Landlord's Department of Streets and Sanitation is utilizing approximately 3,700 square feet of space within the Building; and

WHEREAS, the remaining 800 square feet of space within the Building have no present municipal use for Landlord; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord, approximately 800 square feet of office space within Building for use by Tenant's Cook County State's Attorney.

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:

Approximately 800 square feet of office space located at 5333 North Western Avenue, Chicago, Illinois (part of PIN 14-07-104-017 - the "Premises").

SECTION 2. TERM

The term of this Lease (the "Term") shall commence on the date of execution of this Lease (the "Commencement Date") and shall terminate on December 31, 2022, unless sooner terminated as set forth in this Lease. Tenant shall have the option to extend the Term of this Lease through December 31, 2027, such extension being subject to the written approval of Landlord. If Tenant exercises its option to extend the Term,

and Landlord approves in writing, all provisions of this Lease shall remain in full force and effect throughout the extended Term.

SECTION 3. RENT, TAXES, AND UTILITIES

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1 Rent. Tenant shall pay 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. Landlord shall pay for water, gas, and electricity supplied to the Building and Premises. Landlord reserves the right, but not the obligation, to charge Tenant a pro-rated share of Tenant's portion of charges for operating costs, including, but not limited to, gas, electricity, heat, or water. 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 (Landlord shall assume no responsibility for delivery or payment of such other utility services and telephone or other communication services).

3 Taxes. Tenant acknowledges that Premises are exempt from leasehold, real estate, and other property taxes. Tenant shall pay when due any leasehold, real estate, and other property taxes assessed or levied on the subject Premises and attributable to Tenant's use 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, real estate, and other property taxes assessed or levied on the subject Premises on account of Tenant's use for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes shall constitute a default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the subject 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 by Landlord of a lesser amount than any installment or payment of the rent 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 to pursue any other remedies available to Landlord.

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

4.1 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.

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2 Maintenance of the Building. Landlord shall take reasonable and reasonably prompt efforts to maintain the Building and all of its structural elements and mechanical systems (including the Building envelope, roof, HVAC, plumbing, and electrical systems) in condition of good repair and order, and in compliance with all applicable provisions of the Municipal Code of Chicago. Tenant shall notify Landlord regarding any issues with maintenance of the Building.

3 Tenant's Duty to Maintain Premises. Tenant shall, at Tenant's expense, keep the Premises in a condition of good repair and order, and in compliance with all applicable provisions of the Municipal Code of Chicago. In the event that a Municipal Code violation in the Premises was caused by Landlord, Landlord shall be responsible for ensuring compliance and all costs and expenses thereof. If Tenant shall refuse or neglect to make needed repairs within fifteen (15) days after written notice thereof sent by Landlord, unless such repair cannot be remedied within fifteen (15) 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, within forty five (45) business days of demand, reimburse Landlord for the reasonable cost 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 its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of the Premises.

4 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, 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. Any activities on the Premises must be limited to operating a branch office of the Cook County State's Attorney Community Justice Center and for no other purpose.

5 Alterations and Additions. Tenant may not make alterations, additions, and improvements on the Premises without the prior written consent of the Commissioner of Landlord's Department of Fleet and Facility Management. Any additions and improvements shall be without cost to Landlord and shall become property of Landlord at Lease termination without offset or other credit to Tenant. Any such alterations, additions and improvements shall be in full compliance with the applicable Law, permit requirements, and codes. In addition, Tenant (and/or Tenant's contractors) will comply with all insurance requirements under this

Lease including, but not limited to, Section 6.2 (e). '

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

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

5.2 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

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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 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 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 shall 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. 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 the lease with insurance companies authorized to do business in the state of Illinois.

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 \$2,000,000 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) 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 \$2,000,000 per occurrence, for bodily injury and property damage.

d) All Risk Property Insurance. All risk properly insurance coverage shall be maintained by the 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

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payee. 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.

e) All Risk Builders Risk Insurance. In the event Tenant undertakes any construction, including improvements, betterments, and/or repairs, the 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. 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 on insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the 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 the Landlord to obtain certificates or other insurance evidence from Tenant shall not be deemed to be a waiver by the Landlord. 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 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 the 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.

The Tenant agrees that insurers shall waive their rights of subrogation against the Landlord, 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 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.

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

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 the Lease.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises and/or the Building are damaged or destroyed by a casualty to such extent that Tenant cannot continue to occupy or conduct its normal business therein, or if, in Tenant's opinion or Landlord's opinion, the Premises and/or the Building are rendered untenable, 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 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/her position to influence any City governmental

decision or action with respect to this Lease.

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

SECTION 9. HOLDING OVER

9.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning on the date the Term ends, and the rent shall be as stipulated in Section 3.1 hereinabove. During any holdover period all provisions of this Lease shall remain in full force and effect.

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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:

Cook County 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, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

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

4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

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10.5 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 for any reason by providing each other with sixty (60) days prior written notice any time after execution of this Lease.

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 Tenant Default. Tenant must adhere to all provisions of this Lease. Failure of Tenant to adhere to all provisions of this Lease will result in default. In the event of such default, Landlord will notify Tenant in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, Tenant must cure such default within thirty (30) days. If Tenant does not cure such default within thirty (30) days, Landlord may cancel this Lease with thirty (30) days written notice.

13 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 said 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

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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.

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

15 Access to Parking Lot. Tenant shall have non-exclusive access to the rear parking lot of the Building on a first-come first-served basis. Such use of the rear parking lot shall be subject to all rules in place, or hereinafter in place, governing the access to the rear parking lot. The parking lot is provided primarily for the benefit of Landlord's operations. Landlord makes no warranties relative to the condition of the parking lot and Tenant's use of the parking lot shall be at Tenant's own risk.

16 Municipal Marketing Efforts. Landlord shall have the right to install a digital or other advertising sign on the adjoining parking lot as part of the Landlord's municipal marketing efforts, subject to the separate approval of Landlord's City Council.

17 Prior Lease. Landlord and Tenant acknowledge and agree that the Tenant has leased and occupied the Premises under a prior lease dated May 8, 2013. Landlord and Tenant each acknowledge and agree that the other party has performed all obligations under such prior lease and that neither party has any claims against the other with respect to such prior lease.

SECTION 11. RESPONSIBILITIES OF TENANT

J L1 Custodial Service. Tenant shall provide and pay for custodial services to the Premises (when necessary), which shall be construed as keeping the Premises clean and free of debris. Tenant acknowledges that Landlord shall have no custodial obligations relative to Tenant's use of the Premises.

2 Tenant Inspection. Tenant agrees that Tenant has inspected the Premises and Tenant is satisfied with the physical condition thereof.

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. Tenant shall 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 pay for monthly alarm service and security if necessary in Tenant's opinion. Tenant is responsible for properly securing the

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Premises at all times. Tenant acknowledges that Landlord shall have no security obligations relative to Tenant's use of the Premises.

6 Tenant's Invitees. Tenant shall ensure that Tenant's invitees do not loiter in the Building. Tenant shall not allow Tenant's invitees to access any other portions of the Building. Tenant's invitees shall always be deemed to be under Tenant's supervision while on the Premises or at the rest of the Building.

7 Fire Extinguishers and Carbon Monoxide Detectors. Tenant shall provide and maintain required fire extinguishers and carbon monoxide detectors on the Premises.

8 Extermination Services. Tenant shall provide and pay for exterminator service to the Premises whenever necessary.

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

10 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.

11 Non-Discrimination. Tenant agrees that Tenant shall 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. Tenant shall not use the Premises for any religious activities. ;

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

13 Trade Fixtures. Upon the termination or cancellation of this Lease by lapse of time, Tenant shall remove Tenant's personal property and equipment. Tenant shall repair any injury or damage to the Premises and/or the Building 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 upon the termination or cancellation of this Lease, Landlord may, at Landlord's option, remove the same and deliver them to any other place of business of Tenant or warehouse the same. Tenant shall pay the cost of such removal (including the repair for such removal, delivery and warehousing) to Landlord on demand, or 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.

14 No Other Rights. This does not give Tenant any other right with respect to the Premises and/or the Building. Any rights not specifically granted to Tenant by and through this document are reserved exclusively to Landlord. Execution of this agreement does not obligate

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Landlord in any manner and Landlord shall not be required to undertake any additional duties or services including, but not limited to, snow or ice removal.

15 City Use Paramount. Tenant affirms that the Building is used as the City of Chicago's Department of Streets and Sanitation 40th and 47th Ward Yard. Tenant acknowledges that the most important use of the Building is as a ward yard or any other use determined by Landlord. Tenant shall refrain from undertaking any activities that interfere with Landlord's primary use of the Building.

16 Repairs for Tenant Negligence. Vandalism, or Misuse. Tenant shall assume responsibility for any repairs to the Premises and/or the Building necessitated by the negligence, vandalism, or misuse of the Premises and/or Building or equipment therein by Tenant's employees, invitees, agents, clients, or contractors.

1 1.17 Building Rules. Tenant shall comply with all reasonable rules and regulations in place at Lease execution or thereafter promulgated in writing by Landlord for the Building including, but not limited to, any parking lot rules and regulations.

11.18 Potential Closure of Building. Landlord is continuously assessing Landlord's inventory of real estate holdings for operational efficiencies and cost savings. This assessment sometimes requires the closure or consolidation of operations and associated facilities. Tenant understands that in the event that Landlord relocates or otherwise eliminates all of Landlord's operations within the Building, Landlord shall terminate this Lease per Section 10.10 hereinabove. In the event of such termination, Tenant shall vacate the Premises. In the alternative, and with Landlord's written consent, Tenant may elect to continue operations within the Premises subject to Tenant's assumption of all operating costs and responsibility for all maintenance and security of the Premises and the Building. In the event of such mutual election to retain tenancy, the parties shall execute a Lease amendment per Section 10.13 hereinabove.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LANDLORD:

**BY: THE CITY OF CHICAGO,
a Municipal Corporation and Home Rule Unit of Government
DEPARTMENT OF FLEET AND FACILITY MANAGEMENT**

Commissioner

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

Chief Assistant Corporation Counsel

TENANT:

**COUNTY OF COOK,
a body corporate and politic of the State of Illinois**

**^ By: ;
President, Cook County Board of Commissioners**

County Clerk

County Comptroller

APPROVED AS TO FORM:

Assistant States Attorney

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**5333 North Western Avenue Lease No.
20209**

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