

Temporary Parking License Agreement

THIS TEMPORARY PARKING LICENSE AGREEMENT ("License Agreement") is made as of this 1st day of August, 2017, by and between Chicago Housing Authority, an Illinois municipal corporation ("Owner") and Board of Education of the City of Chicago, a body politic and corporate ("Licensee").

WHEREAS, Owner is the owner of a parking lot commonly known as 649 W. Scott Street (and/or 1235 - 1237 N. Orchard Street), Chicago, Illinois, (hereinafter referred to as the "Premises") as depicted on Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, Licensee operates a Chicago public magnet school known as Skinner North Classical School, located at 640 W. Scott Street; and

WHEREAS, Licensee desires to utilize the Premises as a temporary parking lot for the use of Skinner North Classical School teachers, employees, parents, and buses dropping off students ("Permitted Activity"); and

WHEREAS, Owner is willing to allow the use of the Premises by Licensee for such Permitted Activity.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Grant of License: Owner hereby grants to Licensee a temporary exclusive parking license to utilize the Premises as a temporary parking lot for the use of Licensee's teachers, employees, agents and invitees.

2. Term of License: The temporary parking license granted hereunder shall commence as of August 1, 2017 and shall terminate June 30, 2018 (the "Term").

3. License Fee: In exchange for the rights granted it hereunder, Licensee agrees to pay Owner a fee of Two Hundred Dollars (\$200.00) per month throughout the Term.

4. Temporary Parking License Only: This License Agreement creates a temporary parking license only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Premises by virtue of this temporary parking license or Licensee's use of the Premises pursuant hereto.

5. Improvement and Maintenance of Premises: Licensee shall not undertake any improvements of the Premises. Licensee shall be responsible for snow removal and to clean and remove any and all debris from the Premises, at Licensee's sole cost and expense.

6. Return of Premises: At the termination of Licensee's temporary parking license, Licensee shall repair and restore the Premises to the same condition as it was at the time of the execution of this License Agreement, reasonable wear and tear excepted.

7. No Transfer by Licensee: The temporary parking license created by this Agreement is not assignable and Licensee shall not transfer any of its rights hereunder.

8. Indemnity: Licensee hereby agrees to protect, defend, indemnify, keep and hold CHA, its commissioners, directors, officers, officials, employees and agents completely free and harmless from and against any and all suits, claims, grievances, damages, costs, expenses cause of action, judgements and/or liabilities, including reasonable cost of defense and reasonable attorney's fees arising out of or relating to any and all claims, liens, demands, obligations, actions, suits judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, the "Claims") relating or arising out of any and all negligent or willful acts or omissions of Licensee during any performance of the Permitted Activities or use of the Property by Licensee.

Upon notice by CHA of any Claim, Licensee shall timely appear and defend all Claims and shall pay all costs and expenses incidental thereto, but CHA shall have the right at its option and at its own expense, to participate in the defense of any suit and to select its own expense, to participate in the defense of any suit and to select its own attorneys, without relieving Licensee of any of its obligations hereunder. This section shall survive the expiration or termination of this License and the expiration or termination of this License and the expiration of any obligation owing to any party under this License.

9. Liability Insurance: Licensee self-insures with regard to liability and property damage for at least Two Million and 00/100 Dollars, (\$2,000,000) and Licensee agrees that it shall maintain such self-insurance or obtain policies in like amount throughout the Term.

10. Notices: All notices and other communications given pursuant to this License shall be in writing and shall be deemed properly served when delivered in person to the party whom it is addressed or on the third (3rd) day after deposit in the U.S. Mail as registered or certified mail, return receipt requested, postage prepaid or by overnight delivery by a nationally known delivery service, all delivery charges prepaid, or by same day messenger service, all messenger charges prepaid, as follows:

If to Owner: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, Illinois 60605
Attention: Chief Executive Officer

with a copy to: Office of the General Counsel
Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, Illinois 60605
Attention: Chief Legal Officer

If to Licensee: Board of Education – City of Chicago

Department of Facilities
42 W. Madison Street
Chicago, Illinois 60602
Attention: Director of Real Estate

with a copy to:

Board of Education – City of Chicago
Law Department
One N. Dearborn Street, 9th Floor
Chicago, Illinois 60602
Attention: General Counsel

11. Counterparts and Facsimiles. This License Agreement 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

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

OWNER:

By: CHICAGO HOUSING AUTHORITY,
an Illinois municipal corporation



Derek Messier
Chief Property Officer

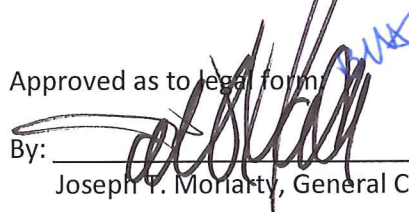
LICENSEE:

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



Name: Mary DeRuntz
Title: Deputy Chief of
Capital Planning & Construction

COO Report No. 17-0801-COO19

Approved as to legal form 

By: 

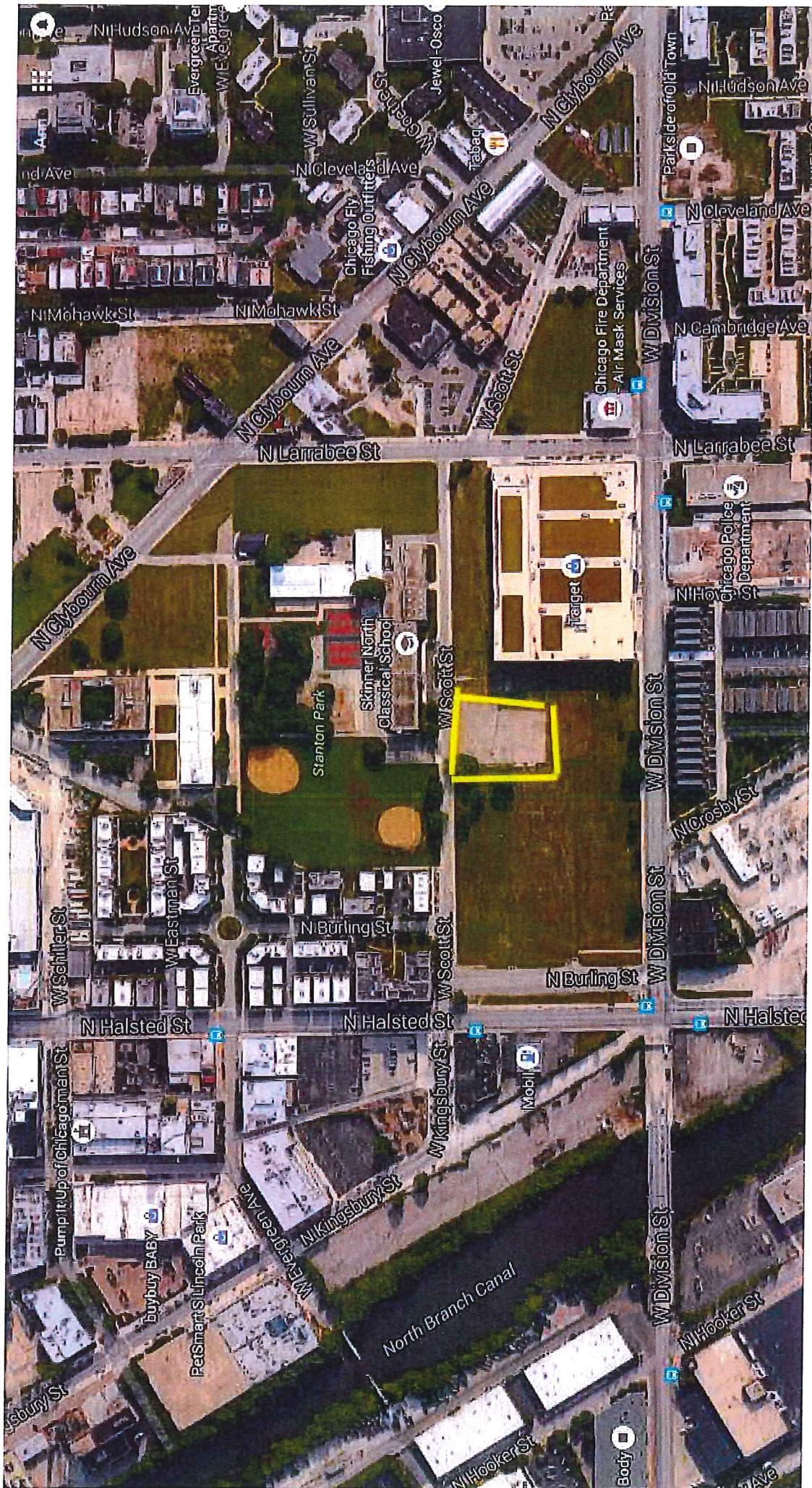
Joseph P. Moriarty, General Counsel

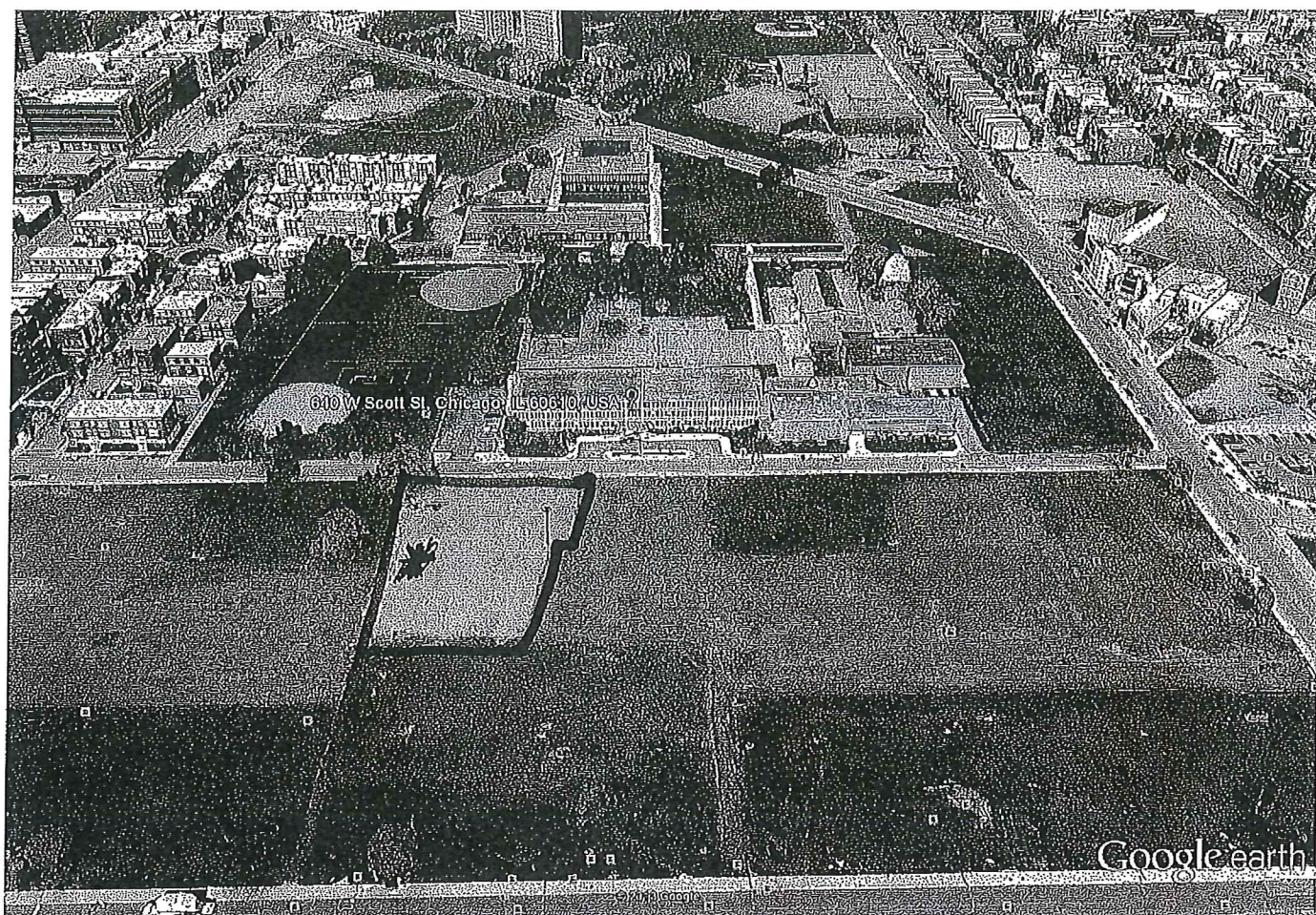
EXHIBIT A

Map of Premises

Commonly Known address: 649 W. Scott Street (and/or 1235 - 1237 N. Orchard Street), Chicago, IL

PINS: 17-04-137-001-0000 and 17-04-137-003-0000





Google earth

feet
meters

100

600



* 1235-1237 N. Orchard
CHA Land

