Temporary Parking License Agreement

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THIS TEMPORARY PARKING LICENSE AGREEMENT ("License Agreement") is made as of this 1 day of October, 2012, 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 1235 - 1237 N. Orchard Street, Chicago, Illinois, (hereinafter referred to as the "Premises");

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. <u>Grant of License:</u> Owner hereby grants to Licensee a temporary parking license to utilize the Premises as a temporary parking lot for the use of Licensee's teachers, employees, agents and invitees.
- 2. <u>Term of License</u>: The temporary parking license granted hereunder shall commence as of October 1, 2012 and shall terminate at 12:00 midnight on June 22, 2013 (the "Term").
- 3. <u>License Fee:</u> 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. <u>Temporary Parking License Only:</u> 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. <u>Improvement and Maintenance of Premises:</u> 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. <u>Return of Premises:</u> 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.

- 7. <u>No Transfer by Licensee:</u> The temporary parking license created by this Agreement is not assignable and Licensee shall not transfer any of its rights hereunder.
- 8. <u>Indemnity:</u> Licensee shall indemnify and defend the CHA, its officers, employees, and agents from and against liability for damages, expenses, costs and reasonable attorney's fees in any claim or suit for personal injury, death, or property damage ("Loss") that arises from an act or omission of the Licensee, or any of its officers, employees, or agents in using the Premises. Licensee shall not, however, indemnify or defend the CHA or its officers, employees or agents from any Loss that arises from an act or omission of the CHA or its officers, employees or agents, and shall not indemnify or defend the CHA in any claim brought by a CHA employee for worker's compensation benefits
- 9. <u>Liability Insurance</u>: 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. <u>Notices:</u> 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: General Counsel

If to Licensee:

Board of Education - City of Chicago

Operations

125 S. Clark Street, 17th Floor Chicago, Illinois 60603

Attention: Director of Real Estate

with a copy to:

Board of Education - City of Chicago

Law Department

125 S. Clark Street, 7th Floor Chicago, Illinois 60603 Attention: General Counsel 11. <u>Counterparts and facsimiles.</u> 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.

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

By:

CHICAGO HOUSING AUTHORITY, an Illingis municipal corporation

Timothy Veenstra

Senior Vice President - Asset Management

LICENSEE:

By:

BOARD OF EDUCATON OF THE CITY OF

CHICAGO

a body politic and corporate

Najne:) Liza Balistreri

Title: Director of Real Estate

Pursuant to Board Rule 7-15

Approved as to legal form:

By:

James L. Beblev, General Counsel

F MINE

EXHIBIT A

Map of Premises

Commonly Known address: 1235-1237 N. Orchard Street, Chicago, IL

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



Temporary Parking License Agreement

THIS TEMPORARY PARKING LICENSE AGREEMENT ("License Agreement") is made as of this <u>1st</u> day of October, 2013, 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 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;

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. <u>Grant of License:</u> 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. <u>Term of License</u>: The temporary parking license granted hereunder shall commence as of October 1, 2013 and shall terminate at 12:00 midnight on June 30, 2014 (the "Term").
- 3. <u>License Fee:</u> 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. <u>Temporary Parking License Only:</u> 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. <u>Improvement and Maintenance of Premises:</u> 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. <u>Return of Premises:</u> 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. <u>No Transfer by Licensee:</u> The temporary parking license created by this Agreement is not assignable and Licensee shall not transfer any of its rights hereunder.
- 8. <u>Indemnity:</u> Licensee shall indemnify and defend the CHA, its officers, employees, and agents from and against liability for damages, expenses, costs and reasonable attorney's fees in any claim or suit for personal injury, death, or property damage ("Loss") that arises from an act or omission of the Licensee, or any of its officers, employees, or agents in using the Premises. Licensee shall not, however, indemnify or defend the CHA or its officers, employees or agents from any Loss that arises from an act or omission of the CHA or its officers, employees or agents, and shall not indemnify or defend the CHA in any claim brought by a CHA employee for worker's compensation benefits.
- 9. <u>Liability Insurance:</u> 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. <u>Notices:</u> 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: General Counsel

If to Licensee:

Board of Education - City of Chicago

Operations

125 S. Clark Street, 17th Floor

Chicago, Illinois 60603

Attention: Director of Real Estate

This Agreement will be posted on the CPS internet website

with a copy to:

Board of Education - City of Chicago

Law Department

125 S. Clark Street, 7th Floor Chicago, Illinois 60603 Attention: General Counsel

11. <u>Counterparts and Facsimiles.</u> 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.

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By:

CHICAGO HOUSING AUTHORITY, an Illinois municipal corporation

Timothy Veenstra

Senior Vice President – Asset Management

LICENSEE:

By:

BOARD OF EDUCATON OF THE CITY OF

CHICAGO

a body politic and corporate

Name!∪Liza Balistreri

Title: Director of Real Estate

Pursuant to Board Rule 7-15

Approved as to legal form:

له : By:

James L. Bebley, General Counsel

EXHIBIT A

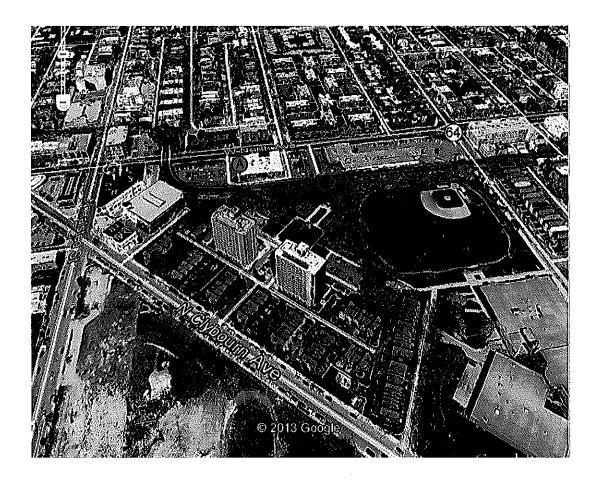
Map of Premises

See following page for a map of the Premises

Commonly Known address: 1235-1237 N. Orchard Street, Chicago, IL

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

1235-1237 N. Orchard



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1235-1237 N. Orchard



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Temporary Parking License Agreement

THIS TEMPORARY PARKING LICENSE AGREEMENT ("License Agreement") is made as of this 1 day of August, 2014, 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 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. <u>Grant of License:</u> 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. <u>Term of License</u>: The temporary parking license granted hereunder shall commence as of August 1, 2014 and shall terminate June 30, 2015 (the "Term").
- 3. <u>License Fee:</u> 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. <u>Temporary Parking License Only:</u> 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. <u>Improvement and Maintenance of Premises:</u> 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. <u>Return of Premises:</u> 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. <u>No Transfer by Licensee:</u> The temporary parking license created by this Agreement is not assignable and Licensee shall not transfer any of its rights hereunder.
- 8. <u>Indemnity:</u> Licensee shall indemnify and defend the CHA, its officers, employees, and agents from and against liability for damages, expenses, costs and reasonable attorney's fees in any claim or suit for personal injury, death, or property damage ("Loss") that arises from an act or omission of the Licensee, or any of its officers, employees, or agents in using the Premises. Licensee shall not, however, indemnify or defend the CHA or its officers, employees or agents from any Loss that arises from an act or omission of the CHA or its officers, employees or agents, and shall not indemnify or defend the CHA in any claim brought by a CHA employee for worker's compensation benefits
- 9. <u>Liability Insurance:</u> 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. <u>Notices:</u> 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: General Counsel

If to Licensee: Board of Education – City of Chicago

Operations

125 S. Clark Street, 17th Floor Chicago, Illinois 60603

Attention: Director of Real Estate

with a copy to: Board of Education – City of Chicago

Law Department

125 S. Clark Street, 7th Floor Chicago, Illinois 60603 Attention: General Counsel

constitute but	Counterparts and s, each of which one instrument. ding for both partic	shall be deem A signature	ned to be an	original, but	all of which toge	ether shall

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:	Ву:	CHICAGO HOUSING AUTHORITY, an Illinois municipal corporation Michael Merchant Chief Executive Officer
LICENSEE:	Ву:	BOARD OF EDUCATON OF THE CITY OF CHICAGO a body politic and corporate
		Name: Patricia Taylor Title: Chief Facility Officer COO Report No. 14-0414-CO08
		Approved as to legal form: By: James L. Bebley, General Counsel

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

By:

CHICAGO HOUSING AUTHORITY, an Illinois municipal corporation

Michael Merchant Chief Executive Officer

LICENSEE:

By:

BOARD OF EDUCATON OF THE CITY OF

CHICAGO

a body politic and corporate

Name: P

Patricia Tayjor

Title: Chief Facility Officer

COO Report No. 14-0414-CO08

Approved as to legal form:

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James L. Bebley, General Counsel

EXHIBIT A

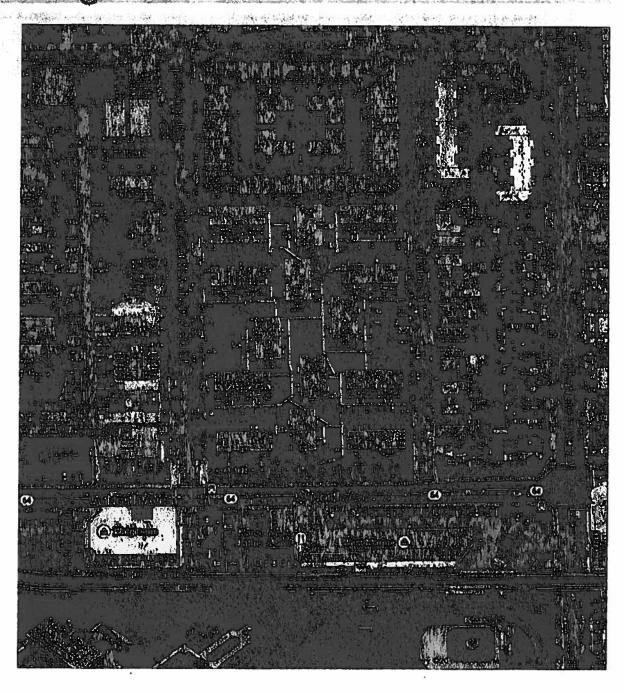
Map of Premises

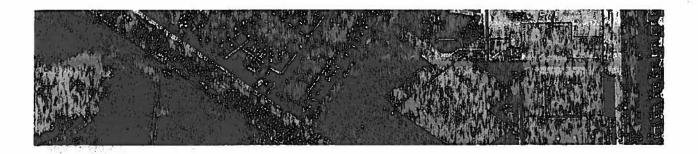
Commonly Known address: 1235-1237 N. Orchard Street, Chicago, IL

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

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.





Temporary Parking License Agreement

THIS TEMPORARY PARKING LICENSE AGREEMENT ("License Agreement") is made as of this 1 day of July, 2015, 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 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

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- 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. <u>Term of License</u>: The temporary parking license granted hereunder shall commence as of July 1, 2015 and shall terminate June 30, 2016 (the "Term").
- 3. <u>License Fee:</u> 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. <u>Temporary Parking License Only:</u> 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.
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- 8. <u>Indemnity</u>: Licensee shall indemnify and defend the CHA, its officers, employees, and agents from and against liability for damages, expenses, costs and reasonable attorney's fees in any claim or suit for personal injury, death, or property damage ("Loss") that arises from an act or omission of the Licensee, or any of its officers, employees, or agents in using the Premises. Licensee shall not, however, indemnify or defend the CHA or its officers, employees or agents from any Loss that arises from an act or omission of the CHA or its officers, employees or agents, and shall not indemnify or defend the CHA in any claim brought by a CHA employee for worker's compensation benefits
- 9. <u>Liability Insurance:</u> 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.
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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

Real Estate

42 West Madison Street Chicago, Illinois 60602

Attention: Director of Real Estate

with a copy to:

Board of Education - City of Chicago

Law Department

One North Dearborn, Suite 950

Chicago, Illinois 60602 Attention: General Counsel

•	11. <u>Counterparts and Facsimiles.</u> 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.
<u> </u>	THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
	SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF,	the parties hereto	have executed thi	is License Ägreem	ent as of the o	lay and year
first above written.					

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By: CHICAGO HOUSING AUTHORITY, an Illinois municipal corporation

Acting Chief Executive Officer

LICENSEE:

Ву:

BOARD OF EDUCATON OF THE CITY OF

CHICAGO

a body politic and corporate

lander Liza Balistrer

Title: Director of Real Estate

COO Report No. 15-0330-CO10

Approved as to legal form:

1

James L. Bebley, General Counsel

EXHIBIT A

Map of Premises

Commonly Known address: 1235-1237 N. Orchard Street, Chicago, IL

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



1235 N Orchard St 1235 N Orchard St, Chicago, IL 60614

Google





17041370010000 10/25/2007

Temporary Parking License Agreement

THIS TEMPORARY PARKING LICENSE AGREEMENT ("License Agreement") is made as of this <u>1st</u> 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

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- 2. <u>Term of License</u>: The temporary parking license granted hereunder shall commence as of August 1, 2017 and shall terminate June 30, 2018 (the "Term").
- 3. <u>License Fee:</u> 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. <u>Temporary Parking License Only:</u> 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.
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- 8. <u>Indemnity:</u> 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 expiration of any obligation owning to any party under this License.

- 9. <u>Liability Insurance:</u> 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. <u>Notices:</u> 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

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

OWNER:	Ву:	CHICAGO HOUSING AUTHORITY, an Illinois municipal corporation
		Derek Messier Chief Property Officer
LICENSEE:	Ву:	BOARD OF EDUCATON OF THE CITY OF CHICAGO, a body politic and corporate Mary De Runtz Title: Deputy Chief of Capital Planning & Construction
		COO Report No. 17-0801-COO19 Approved as to Jega form By: Joseph Y. Moriarty, General Counsel

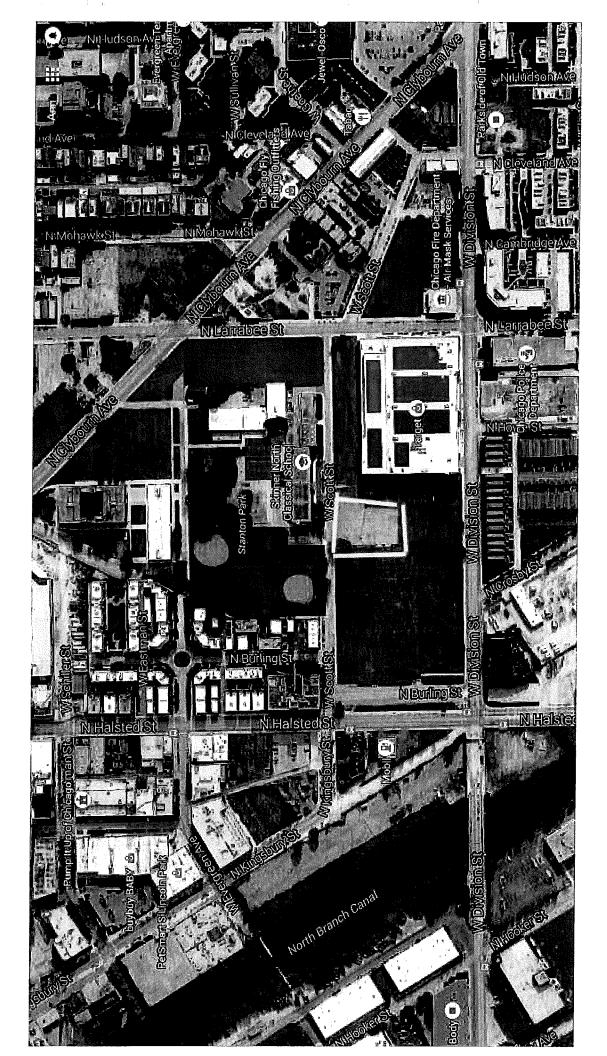
EXHIBIT A

Map of Premises

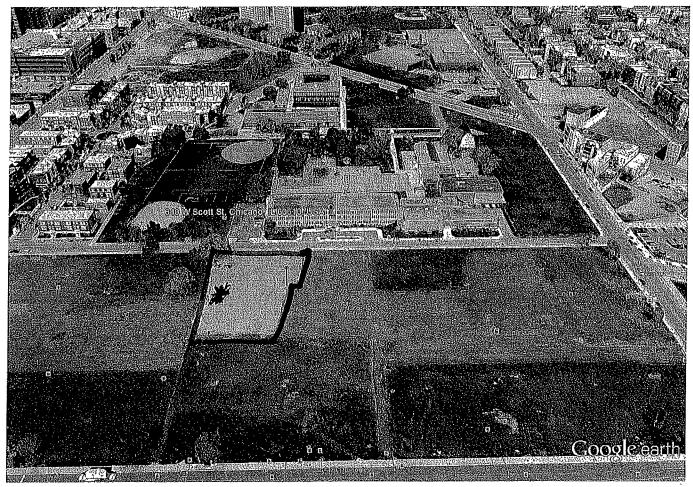
Commonly Known address: 649 W. Scott Street (and/or 1235 - 1237 N. Orchard Street), Chicago, IL

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

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Google earth meters 100

* 1235-1237 N. orchard
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Temporary Parking License Agreement

THIS TEMPORARY PARKING LICENSE AGREEMENT ("License Agreement") is made as of this <u>1st</u> day of August, 2018, 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. <u>Grant of License:</u> 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. <u>Term of License</u>: The temporary parking license granted hereunder shall commence as of August 1, 2018 and shall terminate June 30, 2019 (the "Term").
- 3. <u>License Fee:</u> 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. <u>Temporary Parking License Only:</u> 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. <u>Improvement and Maintenance of Premises:</u> 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. <u>Return of Premises:</u> 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. <u>No Transfer by Licensee:</u> The temporary parking license created by this Agreement is not assignable and Licensee shall not transfer any of its rights hereunder.
- 8. <u>Indemnity:</u> 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 owning to any party under this License.

- 9. <u>Liability Insurance:</u> 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. <u>Notices:</u> 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. <u>Counterparts and Facsimiles.</u> 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:	Ву:	CHICAGO HOUSING AUTHORITY, an Illinois municipal corporation
		Derek Messier Chief Property Officer
LICENSEE:	Ву:	BOARD OF EDUCATON OF THE CITY OF CHICAGO, a body politic and corporate
		Name: Mary DeRuntz Title: Deputy Chief of Capital Planning & Construction
		COO Report No. 18-0510 COO3
		Approved as to legal form: By: Joseph T. Moriarty, General Counsel

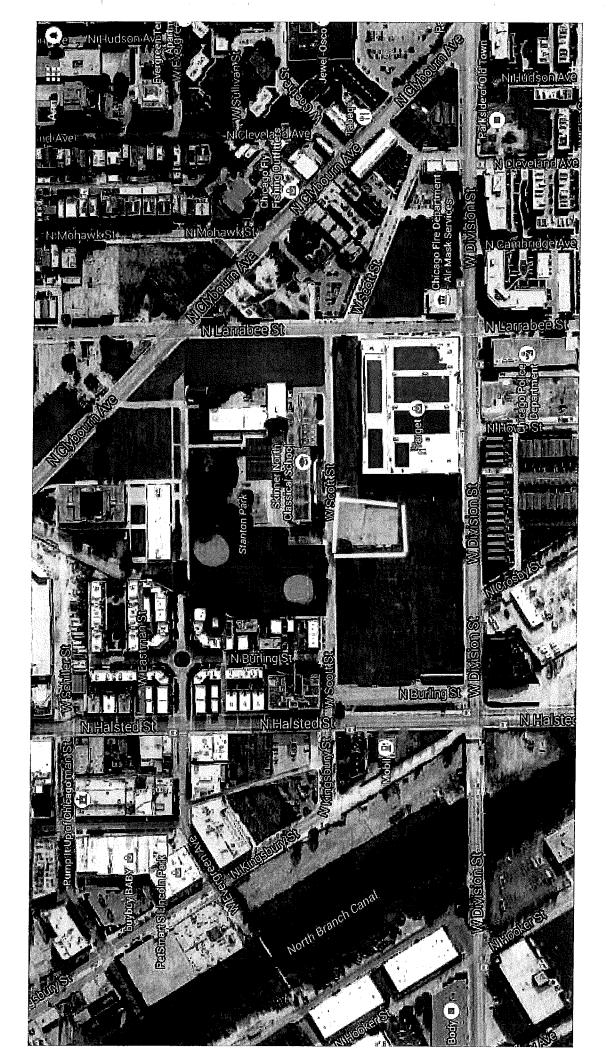
EXHIBIT A

Map of Premises

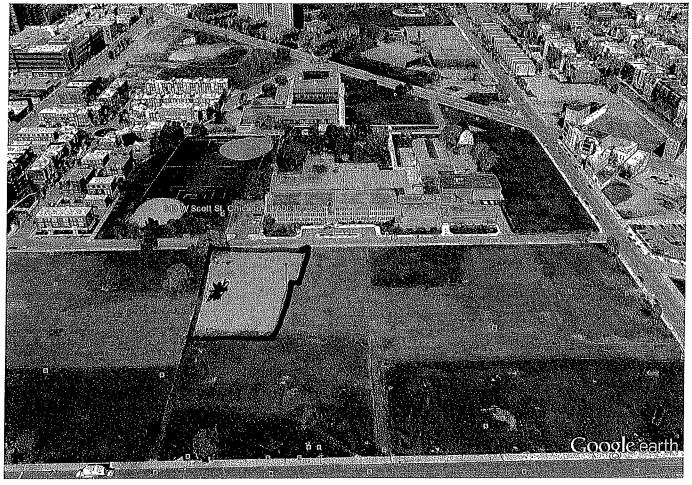
Commonly Known address: 649 W. Scott Street (and/or 1235-1237 N. Orchard Street), Chicago, IL

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

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Google earth feet 100

* 1235-1237 N. orchard
CHA Land

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- 3. <u>License Fee:</u> 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.
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- 7. <u>No Transfer by Licensee:</u> The temporary parking license created by this Agreement is not assignable and Licensee shall not transfer any of its rights hereunder.
- 8. <u>Indemnity:</u> 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 owning to any party under this License.

- 9. <u>Liability Insurance</u>: 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. <u>Notices:</u> 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:

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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

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OW	/N	ER	:
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By: CHICAGO HOUSING AUTHORITY,

an Illinois municipal corporation

Derek Messier

Chief Property Officer

LICENSEE:

By: BOARD OF EDUCATON OF THE CITY OF

CHICAGO,

a body politic and corporate

Name: Mary DeRuntz Deputy Chief of Title:

Capital Planning & Construction

COO Report No. 18-0510-COO3

Approved as to

T. Moriarty, General Counsel

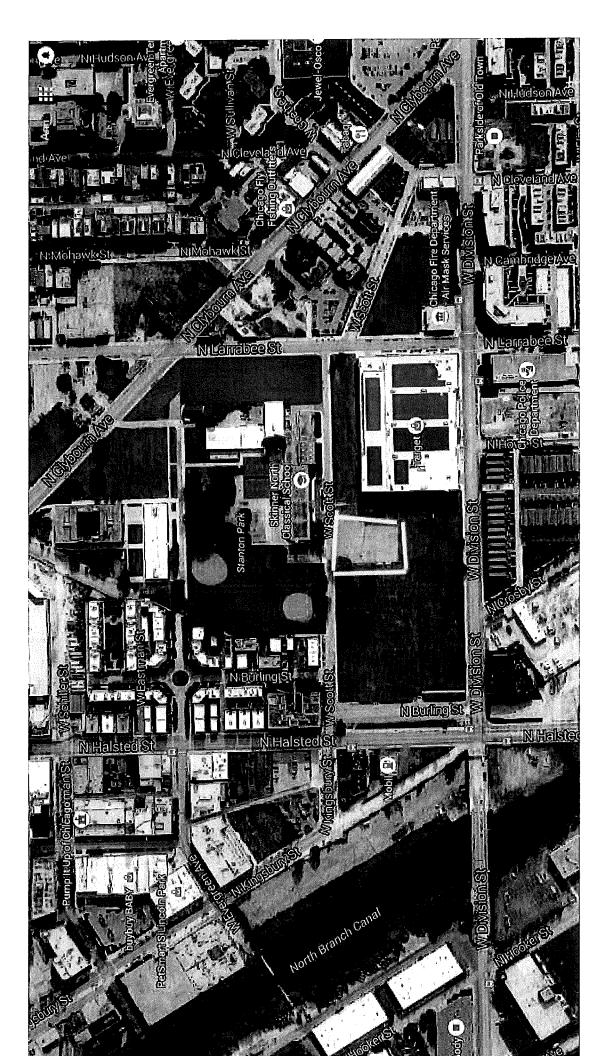
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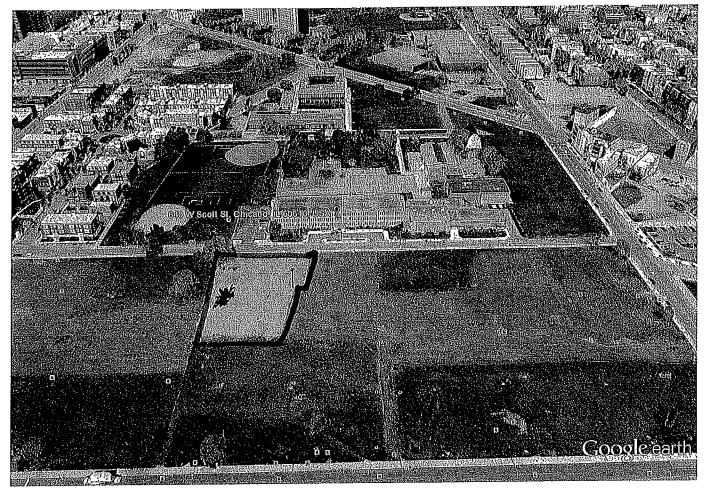
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PINS: 17-04-137-001-0000 and 17-04-137-003-0000

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Google earth feet 100

* 1235-1237 N. orchard CHA Land