

THIS AGREEMENT, Made this _____ day of _____ A.D. 19 ____ Between
THE CITY OF CHICAGO, DEPARTMENT OF PLANNING, CITY AND COMMUNITY DEVELOPMENT,
party of the first part, hereinafter referred to as Lessor, and the BOARD OF
EDUCATION OF THE CITY OF CHICAGO, a body Politic and Corporate, party of the
second part, hereinafter referred to as Lessee.

WITNESSETH, that the party of the first part has demised and leased to
the party of the second part the premises, situated in CHICAGO, County of
Cook and State of Illinois, known and described as follows:

The west 400 feet of the East 933 feet of the North 400 feet of the
South 433 feet of the southwest quarter of Section 2, Township 40
North; Range 13 east of the Third Principal Meridian in the City of
Chicago, Cook County, Illinois.

3730 W. Bryn Mawr

TO HAVE AND TO HOLD the same, unto the party of the second part, from
the 1st day of November A.D. 1977 until the 31st day of
August A.D. 2027. And the party of the second part in considera-
tion of said demise, does covenant and agree with the party of the first part
as follows:

FIRST - To pay to Lessor at OFFICE OF CITY COMPTROLLER OF CHICAGO,
as rent for said leased premises for said term the sum of ONE Dollar (\$1.00)
per year payable in advance during the term hereof.

SECOND - That it has examined and knows the condition of said premises;
and has received the same in good order and repair, and that it will keep
said premises in good repair during the term of this lease, at Lessee's own
expense; and upon the termination of this lease will yield up said premises to
said party of the first part in good condition and repair (loss by fire and
ordinary wear excepted).

THIRD - That it will not sub-let said premises, nor any part thereof,
nor assign this lease without the written consent of the party of the first
part.

FOURTH - To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

FIFTH - The premises are Leased to the Lessee on condition that a school structure as approved by all City Agencies is constructed on said premises within two years and will be used for public school purposes.

SIXTH - Lessee agrees to indemnify and save harmless the City of Chicago from any costs or expenses inuring to it by reason of the death or injury of any person or persons or damage to any property arising out of or in consequence of the construction, operation, maintenance, use, or failure to maintain, operate or use said property and to defend the City from any suits or claims of whatsoever kind and nature arising therefrom, and if judgments be rendered against the City arising from said causes the Lessee will be responsible and pay for the same.

SEVENTH - Lessee agrees to construct and to maintain in good condition a six-foot chain link fence surrounding the premises described above on the east, north, and west sides, and to retain the existing chain link fence along the south side (Bryn Mawr Avenue). All openings in the fence for vehicular or pedestrian access shall be equipped with gates and locks. Vehicular access shall be limited to Bryn Mawr Avenue. Gates providing access to other facilities on the former MTS site are to be kept locked except when their use is supervised by Board of Education staff.

In case said premises shall be rendered untenable by fire or other casualty, the Lessor may, at its option, terminate this lease; however, the Lessee shall have the option of rebuilding the school on said premises within two years and failing so to do the term hereby created shall cease and determine. If the Lessee elects not to rebuild, it shall demolish the residue of the structure and remove all debris at its expense.

The parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to their respective successors, if any.

IN WITNESS WHEREOF, this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except as to property description and execution.

Howard A. Tupper
Assistant Corporation Counsel

Approved:

CITY OF CHICAGO

By Michael A. Bilandic
Mayor

BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By _____

Attest:

By John P. Maccini
City Clerk

DEPARTMENT OF PLANNING, CITY AND
COMMUNITY DEVELOPMENT

By Thomas Reynolds
Commissioner