This Agreement will be posted on the CPS Internet website.

# THIRD RENEWAL OF PARKING LICENSE AGREEMENT FOR 3111 SOUTH ABERDEEN STREET, CHICAGO, ILLINOIS

(Brothers of the Holy Cross of Jerusalem d/b/a Monastery of the Holy Cross)

This Third Renewal of the Parking License Agreement ("Second Renewal") is entered into as of July 1, 2023 ("Effective Date") between Brothers of the Holy Cross of Jerusalem d/b/a Monastery of the Holy Cross, an Illinois not-for-profit corporation ("Licensor") and the Board of Education of the City of Chicago, a body politic and corporate ("Licensee" or "Board").

### RECITALS

A. Licensor is the owner of the premises located at 3111 South Aberdeen Street, Chicago, Illinois 60608, including a portion of the premises developed as a parking lot ("**Parking Lot**").

B. Licensor and Licensee entered into that certain Parking License Agreement dated July 1, 2020 for a one-year term ending June 30, 2021 whereby Licensee licensed twelve (12) parking spaces along the west side of the Parking Lot, including access thereto (collectively, the "Spaces"), for parking by Licensee's employees, teachers, staff and invitees ("Licensee's Permittees") of Charles N. Holden Elementary School ("Holden School") located at 1104 W. 31<sup>st</sup> Street, Chicago, Illinois 60608 (the "Original License"). The Original License was thereafter renewed by a first renewal agreement for a term commencing July 1, 2021 and ending June 30, 2022 ("First Renewal") and a second renewal agreement for a term commencing July 1, 2022 and ending June 30, 2023 ("Second Renewal").

C. The Licensor and Licensee desire to renew the License for an additional one (1)-year term on the terms and conditions set forth in this Third Renewal. The Original License, as amended and renewed by the First and Second Renewal, is collectively referred to as the "License".

#### AGREEMENT

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by reference and made a part of this Third Renewal Agreement as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINED TERMS.** All defined and/or capitalized terms used herein shall have the same meaning as in the Original License, unless the context clearly requires a different meaning or connotation.

2. <u>THIRD RENEWAL TERM</u>. The License is hereby renewed for an additional one (1)-year term, commencing July 1, 2023 and ending June 30, 2024 ("Third Renewal Term").

3. <u>**RENT FOR THIRD RENEWAL TERM.</u>** During the Third Renewal Term, Licensee shall pay Licensor a license fee of Eight Thousand Five Hundred Dollars (\$8,500.00) in one installment upon execution of this Third Renewal.</u>

4. **FREEDOM OF INFORMATION ACT.** Licensor acknowledges that this Third Renewal and all related documents 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 are subject to reporting requirements under 105 ILCS 5/34-220. Licensor further acknowledges that this Third Renewal shall be posted on the Board's Internet website at http://www.cps.edu.

This Agreement will be posted on the CPS Internet website.

5. <u>COUNTERPARTS, DIGITAL SIGNATURES AND FACSIMILES</u>. This Third Renewal may be executed in any number of counterparts and with digital signatures, each of which shall be deemed to be an original, but all of which together shall constitute but one document. Original and digital signatures delivered by facsimile or electronic means shall be considered binding on both parties.

6. **OTHER LICENSE TERMS.** Except as modified or amended herein, all other terms of the License are unchanged and shall remain in full force and effect during the Third Renewal Term. In the event of any inconsistency between this Third Renewal and the Original License, the terms of this Third Renewal shall control.

**IN WITNESS WHEREOF**, the parties hereto have executed this Third Renewal as of the Effective Date.

LICENSEE:

### **BOARD OF EDUCATION OF THE CITY CHICAGO**

DocuSigned by: Charles Mayfield EF57BZ6ABC90427 Charles E. Mayfield

Charles E. Mayfield Chief Operations Officer

## LICENSOR:

BROTHERS OF THE HOLY CROSS OF JERUSALEM d/b/a MONASTERY OF THE HOLY CORSS

By: -hony Daum Name: Title:

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Ruchi Verma, General Counsel