

FACILITIES LICENSE AGREEMENT

THIS FACILITIES LICENSE AGREEMENT (this “License” or “Agreement”) is made as of the latter of the dates accompanying the signatures below, but effective as of July 1, 2023 (the “Effective Date”), by and between **THE CATHOLIC BISHOP OF CHICAGO**, an Illinois Corporation Sole (“Licensor”) and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate (“Licensee”).

WHEREAS, Licensor owns real property at **ST. NICHOLAS OF TOLENTINE PARISH** (“Parish”), including the parking lot located at 3726 W. 62nd Pl., Chicago, IL (“Parking Lot”) (such real property and Parking Lot hereinafter collectively referred to as “Licensor’s Property”).

WHEREAS, Licensee is an organization dedicated to the education of children and desires to use the Parking Lot for the parking of staff vehicles.

NOW THEREFORE in consideration of the mutual covenants and agreements herein set forth, Licensor hereby grants to Licensee a revocable license for the use of the Parking Lot for purposes set forth below, upon and subject to all the terms, conditions and provisions herein set forth.

1. **COMMENCEMENT**. This License shall commence on the Effective Date and will terminate upon the earlier of: (i) the date upon which either Licensor or Licensee terminates this Agreement as set forth in Section 4(C) below; or (ii) June 30, 2025.
2. **FEE**. A. In consideration of Licensor allowing Licensee’s use of the Parking Lot as herein provided, Licensee shall pay Licensor a non-refundable annual fee (a) during the period between July 1, 2023 and June 30, 2024 Fifty Thousand Eight Hundred Forty Seven and 78/100 Dollars (\$50,847.78) and (b) during the period between July 1, 2024 and June 30, 2025 of Fifty Two Thousand Six Hundred Forty Five and 43/100 Dollars (\$52,645.43) (the “Fee.”), which Fee shall be paid on a monthly basis in the amounts set forth below, on or before the first day of each month in advance of the applicable month of Use (as defined below), without set-off, abatement, counterclaim, or deduction of any kind.

<u>Months of Use</u>	<u>Monthly Fee</u>
July 2023	\$4,237.31
August 2023	\$4,237.31
September 2023	\$4,237.31
October 2023	\$4,237.31
November 2023	\$4,237.31
December 2023	\$4,237.31
January 2024	\$4,237.31
February 2024	\$4,237.31
March 2024	\$4,237.31
April 2024	\$4,237.31

May 2024	\$4,237.31
June 2024	\$4,237.31
July 2024	\$4,387.12
August 2024	\$4,387.12
September 2024	\$4,387.12
October 2024	\$4,387.12
November 2024	\$4,387.12
December 2024	\$4,387.12
January 2025	\$4,387.12
February 2025	\$4,387.12
March 2025	\$4,387.12
April 2025	\$4,387.12
May 2025	\$4,387.12
June 2025	\$4,387.12

B. Payment by check or wire to “The Catholic Bishop of Chicago” and shall be delivered to 835 N. Rush Street, Chicago, IL 60611-2030; Attention: Archdiocese of Chicago, Real Estate Department.

3. **USE.** A. Licensor hereby grants Licensee a right of access to fifty-one (51) parking spaces located within the Parking Lot or other comparable parking space on or around Licensor’s Property which is provided by Licensor in its sole discretion for the sole purpose of vehicular parking by faculty and administrative members of Licensee Group during the hours of 6 a.m. to 6 p.m. Monday through Friday (the “Use”). As an express condition of Use, and upon full execution hereof, Licensee shall provide Pastor (as hereinafter defined) with a list of license plate numbers which correspond to the faculty and administrative members of Licensee Group who are approved by Licensee to park within the Parking Lot as part of the Use (“Parking List”) and Licensee shall require such members of Licensee Group to display the parking passes provided by Licensor in the upper right dashboard area of all vehicles which form part of the Parking List. It is hereby acknowledged and agreed that only the vehicles which display the Licensor-issued parking pass shall have the right to the Use hereunder and Licensor hereby reserves all of Licensor’s rights and remedies to remove from Licensor’s Property at Licensee’s expense any vehicles not displaying such parking pass within three (3) hours prior telephonic or email notice to Licensee if such vehicle has not already been removed. Licensee shall have the obligation hereunder to amend and update the Parking List when staffing changes occur by providing written notice to Licensor.

B. Without any reduction in the Fee, upon not less than twenty-four (24) hour notice from Licensor to Licensee, Licensor shall have the right to provide comparable parking space on or around Licensor’s property if Licensor requires use of the Parking Lot or any portion thereof for special events at Licensor’s Property.

4. **EFFECT OF LICENSE, NON-ASSIGNABILITY, REVOCABILITY.**

- A. **Personal Right.** The license granted to Licensee under this License shall constitute a personal right and privilege of Licensee and Licensee shall not assign this License or

any right or privilege of Licensee under it, or authorize the use of the Parking Lot or any other part of Licensor's Property by anyone other than Licensee or Licensee Group.

- B. **Not lease.** The license granted to Licensee under this License shall not create in or convey to Licensee any interest, including that of an easement or a lease, in the Parking Lot, Licensor's Property or any portion thereof whatsoever.
 - C. **Revocability.** Both Licensor and Licensee may terminate this License at any time and for any reason upon not less than thirty (30) days advance written notice to Licensee. Notwithstanding the foregoing, in the event Licensor determines, in its sole discretion, that the Use compromises or in any way interferes, directly or indirectly, with the safety and security of any users or occupants of Licensor's Property, including but not limited to Licensee, Licensor may immediately revoke this License and terminate this Agreement immediately upon written notice to Licensee.
5. **COVENANTS REGARDING USE.** Licensee agrees, for itself and its contractors, agents, officers, directors, employees or invitees (collectively "Licensee Group") to comply with all reasonable rules and regulations that Licensor may from time to time make concerning the Use and to observe the following covenants:
- A. **Licensor's Real Property.** Licensee Group shall not enter areas of the Licensor's Property other than the Parking Lot and the sidewalks, driveways, entrances and passages located at Licensor's Property which provide ingress and egress to the Parking Lot, without, in each instance, first obtaining the prior written consent of Licensor or the pastor or administrator who oversees operations at the Licensor's Property ("Pastor"). Licensee shall take all such measures necessary to prevent Licensee Group from entering areas of the Licensor's Property other than the Parking Lot.
 - B. **Licensor's Personal Property.** Licensee shall not use personal property of Licensor without obtaining the prior written consent of Licensor.
 - C. **Impermissible Criminal Behaviors.** In connection with its Use, Licensee shall not permit any of the following on any portion of Licensor's Property:
 - i) Use, possession, and/or concealment of a firearm/destructive device or other weapon;
 - ii) Consumption, possession, exhibition, sale or offer for sale of any alcoholic or intoxicating beverages;
 - iii) Use, possession, and/or concealment of illegal substances;
 - iv) Aggravated assault;
 - v) Trespassing;
 - vi) False activation of a fire alarm;
 - vii) Assault;

- viii) Vandalism or criminal damage to property;
- ix) Fighting;
- x) Disorderly conduct or disruptive behavior around the Licensor's Property;
- xi) Use of tobacco products;
- xii) Profane or other improper language; and
- xiii) Any criminal behavior not specifically described above.

D. **Compliance with Law.** In connection with the Use, Licensee shall, at Licensee's sole cost and expense, fully comply with all applicable laws, codes, statutes, ordinances and regulations, applicable to this License or to the Use including but not limited to:

- (a) Zoning and business laws, ordinances and regulations requiring a permit, license, tax or fee payment, certificate or other authorization and any renewals, extensions or continuance of the same. The foregoing expressly includes any city parking or garage tax, valet operating licenses, and necessary zoning changes or variances. The foregoing also expressly includes obeying traffic laws, signs and signals. Licensee shall provide copies of the foregoing upon Licensor's request. Licensee shall be responsible for the same even if the lack thereof would be enforced against Licensor. At Licensor's request, Licensee shall furnish copies of applicable documentation of compliance with law.
- (b) Prohibition against the bringing, storing, disturbing, discharging or maintaining Hazardous Substances (as defined below) onto Licensor's Property. For purposes of this License, "Hazardous Substances" shall mean asbestos, suspect asbestos, lead-based paint, polychlorinated biphenyls as these terms are defined in the Toxic Substances Control Act, 15 U.S.C. Section 2601-2692, or regulations promulgated thereunder; source, special or byproduct nuclear materials, radioactive waste, high-level or low level radioactive waste, or transuranic waste as defined in the Atomic Energy Act, 42 U.S.C. Sections 2014, *et seq.*, or regulations promulgated thereunder; and any "hazardous substance" as defined by 415 ILCS 3.215; petroleum products or by-products; "hazardous waste" as defined by Section 5/3.15 of the Act (415 ILCS 5/3.15) or by 35 IAC 721.03; "hazardous material" as defined by 430 ILCS 50/2.05; "waste" as defined by 415 ILCS 5/3.435.
- (c) To the extent Licensor is obligated to pay for costs and expenses associated with any of the preceding requirements, Licensee shall reimburse Licensor within ten (10) days after receipt of written notice from Licensor.

E. **Notices.** Licensee immediately shall forward to Licensor a copy of any notice relating to Licensor's Property that Licensee may receive from any governmental authority or agency, including but not limited to municipal or county building inspectors and the

fire department, regarding any alleged violation of applicable laws. Licensee shall promptly provide notice to Licensor of any inspections scheduled to be performed by any governmental authority or agency. If an inspection was unannounced, Licensee shall promptly provide notice to Licensor after the inspection has been performed.

- F. **Name or Logo.** Licensee shall not to use the name, logo or any other marks owned by or associated with the Licensor or Parish or the name of any representative of the Licensor or parish, except for the limited purpose of identifying the location in advertising or other notices relevant for Licensee's Use.
 - G. **Alterations.** Licensee shall make no changes or alterations to any portion of Licensor's Property unless Licensee has first obtained express written permission from Licensor.
 - H. **Signage.** Licensee shall not display, inscribe, paint, print, maintain or affix any sign, notice, legend, direction, figure or advertisement on or around Licensor's Property unless Licensee has in each instance first obtained the prior written consent of Licensor.
 - I. **Security of Persons and Property.** Licensee shall be fully responsible for securing the Parking Lot, all of Licensee's personal property located in, on or around Licensor's Property as well as the safety of all people using such area. If reasonably necessary, Licensee shall hire adequate security personnel to monitor and regulate invitee behavior and compliance with all of Licensee's covenants herein.
 - J. **Locks.** Licensee shall not attach or permit to be attached any additional locks or similar devices to any gate, door or window located in, on or around Licensor's Property, nor shall Licensee make or permit to be made any keys for any door or gate on Licensor's Property.
 - K. **Obstruction.** Licensee and Licensee Group shall not obstruct or use for storage or for any other purpose other than ingress and egress, the sidewalks, driveways, entrances and passages adjacent to the Parking Lot or elsewhere around Licensor's Property.
 - L. **Waste.** Licensee shall not cause or permit any waste, misuse or neglect of Licensor's Property and Licensee shall be responsible for damages resulting therefrom.
 - M. **Permit/Placard, Parking Rules.** In accordance with the terms and conditions of Section 3 hereof, all vehicles parked within the Parking Lot by Licensee or Licensee Group must display a parking permit sticker or placard issued by Licensor at all times. Licensee shall not permit any vehicle to remain parked in the Parking Lot outside the hours of Use and Licensee shall not permit the parking of commercial vehicles, including trucks or buses within the Parking Lot.
6. **RIGHTS RESERVED TO LICENSOR.** Licensor expressly reserves the following rights, exercisable without notice, provided that such rights are exercised without effecting a disturbance of Licensee's Use:

- A. **Changes.** Upon advance written notice to Licensee, Licensor may change the location of the parking spaces which form part of the Use and to supply comparable parking spaces for the Use in Licensor's discretion.
- B. **Entry for Repairs and Improvements.** At any time or times, to make, at its own expense, inspections, repairs, alterations, additions, signage installations and improvements, structural or otherwise, on or to any portion of Licensor's Property, and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through its property all material and equipment required for such operations, provided that Licensor shall cause no greater inconvenience or annoyance to Licensee than is reasonably necessary in the circumstances.

7. **CONDITION OF LICENSOR'S PROPERTY, REPAIRS AND MAINTENANCE, UTILITIES, ETC.**

- A. **AS-IS.** Licensor and Licensee hereby expressly agree that the Parking Lot and Licensor's Property and all areas in or around Licensor's Property shall be provided to Licensee in "as-is," "where-located" condition without warranties of any kind. Licensee has examined and knows the condition of the Parking Lot and all areas in or around Licensor's Property which Licensee may use in accordance with the terms and conditions hereof. No representations or covenants as to the condition or repair or suitability for Licensee's Use have been made by Licensor or its agents prior to or at the execution of this License.
 - B. **Maintenance.** Licensee shall clean up and restore to good order and condition any and all areas it is authorized to use and occupy hereunder and Licensee shall properly dispose of all refuse after each use. If Licensee or Licensee Group cause any damage, exclusive of ordinary wear and tear, to any portion of Licensor's Property, including but not limited to the Parking Lot, Licensee shall be responsible for all costs associated with Licensor's repair of the damage whether or not such costs are covered by Licensee's insurance. In the alternative, Licensor may elect to have Licensee perform the repairs.
 - C. **Snow Removal.** Licensor shall cause snow to be removed from the Parking Lot, provided, however, that: (i) Licensor's obligation to keep the Parking Lot free from snow shall be deemed satisfied so long as Licensor maintains its current contract for snow removal, or the equivalent thereof, in force; and (ii) Licensee shall reimburse Licensor for fifty percent (50%) of all snow removal costs for the Parking Lot within thirty (30) days of invoice and such reimbursement shall be paid in addition to the Fee hereunder.
8. **Licensee Insurance.** During the duration of this License, Licensee, at its cost and expense, shall carry and maintain the following types of insurance with insurance companies acceptable to Licensor having a minimum AM Best Rating of A-VI; provided, however, that for purposes of this License, Licensee's self-insurance program in favor of Licensor is hereby acceptable as follows:

- A. Broad form commercial general liability insurance, inclusive of automobile liability insurance, with a policy limit of \$5,000,000 per occurrence;
- B. Workers' Compensation/Employer's Liability with statutory coverage with a \$500,000/accident, \$500,000/Disease-Policy, \$500,000/Disease-per employee.
- C. Personal property damage insurance, together with insurance against vandalism and malicious mischief, with coverage limits of not less than the full replacement value of Licensee's personal property.
- D. **Endorsements:**
 - i) Licensee's self-insurance program as set forth in this Section 8 is primary hereunder. If the Licensor has other insurance, which is applicable to the loss on a contributing, excess or contingent basis, the amount of Licensee's liability under its self-insurance program shall not be reduced by the existence of Licensor's insurance. Any insurance carried by Licensor shall be excess and non-contributing with Lessee's self-insurance program.
 - ii) Licensee's self-insurance program as required under this Section 8 may not be cancelled, terminated or reduced by Licensee without first giving at least thirty (30) days' prior written notice to the Licensor.
- E. **Certificates.** Licensee shall provide Licensor with a letter of self-insurance acceptable to Licensor evidencing the existence of the coverages described above during all periods which Licensee has possession of or is using any portion of Licensor's Property. Licensee shall not be released from any liability whatsoever if Licensee fails to maintain the coverages described above. Licensee shall not be entitled to possession of any portion of Licensor's Property for any period during which Licensee is not covered by the insurance required hereunder. Licensee's failure to comply with this Section 8(E) shall be deemed a breach of this License, but such failure to provide the requisite letter of self-insurance shall in no way be deemed a waiver of any insurance requirement hereunder.
- F. **Licensor Right to Obtain.** In the event Licensee fails to obtain, pay for and maintain any insurance required herein, or in the event Licensee's self-insurance program is cancelled, Licensor may, but shall not be obligated to, obtain and maintain such insurance coverage. Licensee shall reimburse Licensor upon demand for the cost of any such insurance coverage. In addition, Licensor may recover from Licensee, and Licensee agrees to pay to Licensor, any and all reasonable expenses (including attorneys' fees) and damages which Licensor may have sustained by reason of the failure of Licensee to obtain and maintain such insurance, it being expressly declared that the expenses and damages of Licensor shall not be limited to the amount of premiums thereon.

9. WAIVERS OF SUBROGATION

- A. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this License or anyone claiming by, through or under them in connection with Licensor's Property of Licensee's Use thereof and (b) either party is then either covered in whole or in part by insurance with respect to such loss, cost, damage or expense, or required under this License to be so insured, then the covered party and its insurer hereby release the other party from any liability the other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation against the other party which might otherwise exist in or accrue to any person on account thereof.

10. WAIVER OF CLAIMS; INDEMNIFICATION; HOLD HARMLESS

- A. All personal property situated in or on Licensor's Property and belonging to or being used by Licensee or Licensee Group shall be at the risk of Licensee or such other person only, and Licensor shall not be liable for damage thereto or theft, misappropriation or loss thereof unless caused by the wrongful acts, omissions or negligence of Licensor.
- B. To the fullest extent permitted by applicable law, Licensee, its successors and assigns, shall indemnify, defend (with counsel acceptable to Licensor) and hold forever harmless Licensor, Licensor's affiliates and all of their present and future officers, employees, agents and interests in any real property, from and against any and all claims, obligations, liens, encumbrances, demands, injuries (including without limitation damage to property and personal injury), liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and reasonable attorney's fees resulting in whole or in part from: (i) the acts or omissions of Licensee or Licensee Group, occurring or alleged to have occurred in whole or in part in connection with the use, occupancy or possession of Licensor's Property; (ii) Licensee or Licensee Group's violation of, or failure to comply with, all applicable laws; and (iii) any default by Licensee under any of the terms or conditions of this License.
- C. Licensee's obligations of defense and indemnification hereunder, repair and maintenance hereunder, and payment shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee under workmen's compensation acts, disability benefit acts or other employee benefit acts or by Licensee's insurance coverages.
- D. This section shall survive the expiration or earlier revocation or termination of this License. In the event that the applicable law prohibits enforcement of any part of this Section as written, then such provision shall be modified to provide the maximum indemnification allowable under that applicable law.

E. Licensee understands and expressly agrees that Licensor shall not: (i) accept any vehicle in bailment or for safekeeping; (ii) be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause; and/or (iii) have any duty to provide security or to protect individuals using Licensor’s Property, or vehicles located on or around Licensor’s Property, from criminal activities.

11. **REMEDIES CUMULATIVE, NON-WAIVER.** All rights and remedies of Licensor under the License, at law or in equity, shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy. No waiver of any failure to perform of Licensee shall be implied from any previous failure by Licensor to take action on account of such failure to perform.

12. **NOTICES.** A. All notices, demands and submissions to be made or given pursuant to this License shall be in writing and shall be deemed properly served if delivered by hand, or if mailed by certified or registered mail with postage prepaid and return receipt requested, or if sent by a nationally recognized overnight courier with proof of delivery, to the addresses that follow or to such other address as either party may provide to the other party in writing:

If to Licensor, then to:

Archdiocese of Chicago
835 N. Rush Street
Chicago, IL 60611-2030
Attention: Real Estate Department

If to Licensee, then to:

Chicago Board of Education – Real Estate
Department
42 West Madison, 2nd Floor
Chicago, IL 60602
Attention: Chief Facility Officer

With a copy to:

Archdiocese of Chicago
835 N. Rush Street
Chicago, Illinois 60611
Attention: Office of Legal Services

With a copy to:

Chicago Board of Education – Law
Department
One North Dearborn, 9th Floor
Chicago, IL 60602
Attention: General Counsel

With a copy to:

St. Nicholas of Tolentine Parish
3721 W. 62nd St.
Chicago, Illinois 60629
Attention: Pastor

B. Notwithstanding the foregoing, if Licensor or Licensee is unable to serve any such notice or demand as provided above, a notice or demand shall be deemed properly served if affixed to any door leading into the area of Licensor’s Property used by Licensee,

in which event the notice or demand shall be considered served at the time the copy is so affixed.

13. **MISCELLANEOUS.**

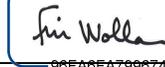
- A. Nothing contained in this License shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, a special relationship or any association between Licensor and Licensee.
- B. The captions of this License are for convenient reference only and shall not control, affect, define, limit or expand the meaning or construction of any paragraph or subparagraph of this License.
- C. This License shall be governed by and construed in accordance with the laws of the State of Illinois. This License may be executed by each of the parties hereto in separate counterparts and such counterparts shall have the same force and effect as if the parties had executed it as a single document. An electronic copy of the signature of the parties hereto via facsimile or electronic message may be treated as if the signature was an original one and shall be fully enforceable.
- D. Licensee shall pay Licensor all costs, expenses and reasonable attorney fees incurred with respect to the enforcement of this License.
- E. This License embodies the entire agreement of the parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.
- F. This License cannot be changed orally or by course of conduct. Any change must be memorialized in a writing signed by both Licensor and Licensee.
- G. If any section, clause, phrase, provision or portion of this License or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this License nor any other section, clause, phrase, provision or portion hereof, nor shall it affect the application of any section, clause, phrase, provision or portion hereof to other persons or circumstances, so long as the remainder of this License expresses the intent of the parties. Specifically, the parties agree that the expiration date suggested in Section 1 of this License shall in no way detract from Licensor's right to revoke this License at any time or change the characterization of this agreement as a License. If a court deems the expiration date to have created a lease agreement, then the proposed expiration date shall be deemed stricken and the remainder of this License shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this License.

LICENSOR:

THE CATHOLIC BISHOP OF CHICAGO, an Illinois corporation sole

DocuSigned by:
Signature: 
Eric Wollan,
Chief Capital Assets Officer

Date: 10/25/2023

Acknowledged by:

DocuSigned by:

Rev. Miguel Angel Flores Andrade, Pastor
St. Nicholas of Tolentine Parish

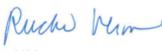
LICENSEE:

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

DocuSigned by:
Signature: 
Printed Name: Charles E. Mayfield
Title: Chief Operating Officer

Date: October 20, 2023 | 7:50:05 AM CDT

Approved as to Legal Form: 
DocuSigned by:

By:  
DocuSigned by:

Printed Name: Ruchi Verma

Title: General Counsel

COO #: 23-0906-COO-14