

**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 **HOLY TRINITY CROATIAN PARISH** (“Parish”), including the parking lot located at 1849 S. Throop, 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 Forty Thousand Eight Hundred Thirty Six and 90/100 Dollars (\$40,836.90) and (b) during the period between July 1, 2024 and June 30, 2025 Forty Two Thousand Two Hundred Seventy Five and 51/100 Dollars (\$42,275.51) (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            | \$3,403.08         |
| August 2023          | \$3,403.08         |
| September 2023       | \$3,403.08         |
| October 2023         | \$3,403.08         |
| November 2023        | \$3,403.08         |
| December 2023        | \$3,403.08         |
| January 2024         | \$3,403.08         |
| February 2024        | \$3,403.08         |
| March 2024           | \$3,403.08         |
| April 2024           | \$3,403.08         |
| May 2024             | \$3,403.08         |

|                |            |
|----------------|------------|
| June 2024      | \$3,403.08 |
| July 2024      | \$3,522.96 |
| August 2024    | \$3,522.96 |
| September 2024 | \$3,522.96 |
| October 2024   | \$3,522.96 |
| November 2024  | \$3,522.96 |
| December 2024  | \$3,522.96 |
| January 2025   | \$3,522.96 |
| February 2025  | \$3,522.96 |
| March 2025     | \$3,522.96 |
| April 2025     | \$3,522.96 |
| May 2025       | \$3,522.96 |
| June 2025      | \$3,522.96 |

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 forty (40) 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: