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

THIS FIFTH RENEWAL OF THE PARKING LICENSE AGREEMENT (this "Fifth Renewal") is made and entered into this July 1, 2025 ("Effective Date"), by and 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. 3P1 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"); a second renewal agreement for a term commencing July 1, 2022 and ending June 30, 2023 ("Second Renewal"); a third renewal agreement for a term commencing July 1, 2023 and ending June 30, 2024 ("Third Renewal"); and, a fourth renewal agreement for a term commencing on July 1, 2024 and ending on June 30, 2025 ("Fourth 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 Fifth Renewal. The Original License, as amended and renewed by the First, Second, Third, and Fourth Renewals, 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 Fifth 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. <u>Defined Terms</u>. 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. Fifth Renewal Term. The License is hereby renewed for an additional one (1)-year term, commencing July 1, 2025 and ending June 30, 2026 ("Fifth Renewal Term").
- Rent for Fifth Renewal Term. During the Fifth Renewal Term, Licensee shall pay Licensor a license fee of Ten Thousand Dollars (\$10,000.00) in one installment upon execution of this Fifth Renewal.
- 4. Freedom of Information Act. Licensor acknowledges that this Fifth 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 Fifth Renewal shall be posted on the Board's Internet website at http://www.cps.edu.
- 5. Counterparts, Digital Signatures, and Facsimiles. This Fifth 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 Fifth Renewal Term. In the event of any inconsistency between this Fifth Renewal and the Original License, the terms of this Fifth Renewal shall control.

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

LICENSEE:

BOARD OF EDUCATION OF THE CITY OF CHICAGO

Larles Mayfield

Chief Operating Officer

LICENSOR:

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

COO Report: 25-0827-COO-13

Approved as to legal form

Elizabeth K. Barton, Acting General Counsel